

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

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

August 3, 2021

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding the hiring of a Correctional Officer Trainee at the Jail, a Recreation Program Manager II at Recreation and Parks, a License Permit Clerk at Environmental Programs, a Plumber Journeyman in Public Works, a Part-time Room and Food Tax Collection Specialist at the Treasurer's Office, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer, Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes of the July 20, 2021 Meeting
- 10:05 - Proclamation for National Child Support Awareness Month and Commendations to Laura Beauchamp and Harold Higgins for years of service 1
- 10:10 - Chief Administrative Officer: Consent Agenda
(Board of Ed Teacher Salary Incentive Grant, Request to Bid for Gum Point Road Sewer Extension, Small Project Agreement for River Run Towns, LLC, 911 Board Training Request) 2-5
- 10:15 - Chief Administrative Officer: Administrative Matters
(Upcoming Board Appointments, Special Investigator Request, Kari's Law Fines, Tax Credit for OC Chamber, Gypsy Moth Survey, Coastal Bays Watershed Restoration Funding, Conservation Reserve Enhancement Program, Critical Area Grant, Change Order 1 for the Ocean Pines Treatment Unit 3, Bulk Meter Repair Parts Purchase, Public Landing Wharf Road/Bayside Road Speed Limits, Quitclaim Deed for Bayshore Drive, Permission for Out of State Travel for Recreation and Parks and Public Works) 6-19
- 10:20 -
- 10:30 -
- 10:45 -
- 11:00 -
- 11:30 - Questions from the Press; County Commissioner's Remarks
- 12:00 - Closed Session: Interviews for the Assistant Chief Administrative Officer
- 12:45 - Closed Session: Discharge Hearing
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 6-19

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.
Please be thoughtful and considerate of others.
Turn off your cell phones & pagers during the meeting!

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

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

August 3, 2021

9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101
Government Center, One West Market Street, Snow Hill, Maryland

9:01 - Closed Session: Discussion regarding the hiring of a Correctional Officer Trainee at the Jail, a Recreation Program Manager II at Recreation and Parks, a License Permit Clerk at Environmental Programs, a Plumber Journeyman in Public Works, a Part-time Room and Food Tax Collection Specialist at the Treasurer's Office, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions

10:00 - Call to Order, Prayer, Pledge of Allegiance

10:01 - Report on Closed Session; Review and Approval of Minutes of the July 20, 2021 Meeting

10:05 - Proclamation for National Child Support Awareness Month and Commendations to Laura Beauchamp and Harold Higgins for years of service.

10:10 - Chief Administrative Officer: Consent Agenda

10:15 - Chief Administrative Officer: Administrative Matters

10:20 -

10:30 -

10:45 -

11:00 -

11:10 -

11:20 -

11:30 -

11:40 -

11:50 - Questions from the Press; County Commissioner's Remarks

12:00 - Closed Session: Interviews for the Assistant Chief Administrative Officer

12:45 - Closed Session: Discharge Hearing

Lunch

1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary)

1:10 -

1:20 -

1:30 -

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

July 20, 2021

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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, incoming Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Finance Officer Phil Thompson. Topics discussed and actions taken included the following: hiring Da'Nesha Cousar as an emergency communications specialist trainee in Emergency Services and Kevin Lynch as roads superintendent within Public Works; promoting Jennifer Keener from assistant director to director within Development Review and Permitting; discussing an employee disciplinary matter; receiving legal advice from counsel; and performing administrative functions, including reclassifying the vacant housing rehabilitation coordinator position from contractual to full-time within Development Review and Permitting.

Following a motion by Commissioner Elder, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 10:00 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Reverend Stephanie Clayville of St. Mary's Episcopal Church of Pocomoke and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their July 6, 2020 meeting as presented.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved item numbers 1-3 as a consent agenda as follows: a request for proposals (RFP) for the FY22 Worcester Navigation program within the Local Management Board (LMB) to connect youth and families in poverty with resources to improve overall health and wellbeing; a RFP to assist the LMB to implement sobriety treatment and recovery teams for children and families; and scheduling a public hearing on a Water and Sewerage Plan amendment submitted by Ruach Engineering, on behalf of Riverview Mobile Home Park owner Jim Latchum, to construct a

wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve a 58-unit expansion of the park, which is identified on Tax Map 9 as Parcel 268.

Pursuant to the request of Elections Director Patricia Jackson and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved the use of \$7,024 within the Board of Elections budget for staff to attend and help host the Maryland Association of Election Officials conference in Ocean City from August 22-27, 2021.

Pursuant to the request of Fire Marshal Jeff McMahon and upon a motion by Commissioner Bertino, the commissioners unanimously authorized Eckert Fire Tactics, a private fire and emergency medical services training company, to use the Worcester County Fire Training Center from October 8-10, 2021 to host the fire training class "Taking it to the Streets," which will be open to any public safety agency in the tristate area. In lieu of charging Eckert Fire Tactics for using the training center, Mr. McMahon advised that County fire and EMS personnel will receive a \$50 discount on enrollment.

The commissioners met with Public Works Director Dallas Baker to review the results of a speed study on Woodlawn Road, which was conducted from June 10-18, 2021 at the request of Georgina Cathell to address speeding vehicles and to consider posting a speed limit sign. Mr. Baker reviewed the results and noted that 164 vehicles or 32.5% of drivers traveled 26 miles per hour (mph) or greater, and 340 or 67.5% of drivers traveled 25 mph or less, while the average speed was 22 mph on Woodlawn Road during the speed study. Mr. Baker recommended that this previously unposted be posted at 25 mph.

Upon a motion by Commissioner Elder, the commissioners concurred with staff's recommendation to establish the speed limit and to post speed limit signs and agreed to request that the Sheriff's Office enforce the new speed limit of 25 mph on this unposted road.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously awarded the low bid for a three-year generator preventative maintenance service agreement to Fidelity Power Systems of Seaford, Delaware in the amount of \$36,450. Mr. Baker advised that Fidelity Power Systems has performed this service for the County for the past three years and has proven to be reliable and provides qualified staff.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously accepted a proposal from Dude Solutions at a cost of \$93,920 for a one-time facility condition assessment of all County-owned buildings and an annual cost thereafter of \$11,924.66 for a capital predictor enterprise, which is a cloud-based platform that stores the collected asset data for users to analyze, prioritize, and forecast expenditures to maintain County buildings, with funds of \$100,000 available within the FY22 budget for these services. The commissioners further approved an over-expenditure of \$3,386.66 to cover the budget shortfall for these services. In response to questions by Commissioner Nordstrom, Mr. Baker stated that this will cover all County buildings, which to be maintained properly should be assessed every five to eight years.

In response to a question by Commissioner Bunting, Mr. Baker advised that the County

DRAFT

currently uses Facility Dude through Dude Solutions for generating work orders and is pleased with this service.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved out-of-state travel for Ms. Rados, Recreation Superintendent Allen Swiger, and Parks Superintendent Jacob Stephens to attend the National Recreation and Parks Association annual conference from September 21-23, 2021 in Nashville, Tennessee at a cost of \$4,935 for registration, flights, lodging and meals.

Pursuant to the request of Ms. Rados and upon a motion by Commissioner Bertino, the commissioners unanimously authorized an Army National Guard Blackhawk helicopter to land at and take off from the Worcester County Recreation Center in Snow Hill, as part of the Celebrity Charity Basketball Game to be hosted at the facility on August 28, 2021, with the caveat that the use of the helicopter be coordinated with local law enforcement.

Pursuant to the request of Ms. Rados and upon a motion by Commissioner Bertino, the commissioners unanimously authorized Commission President Mitrecic to sign the Waterway Improvement Fund grant agreement for funds of \$250,000 to replace and improve bulkhead at the South Point boat ramp.

The commissioners recessed until 10:30 a.m.

The commissioners conducted a public hearing to receive comments on Bill 21-6 (Public Safety – Kari’s Law), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on May 18, 2021. Emergency Services Director Billy Birch reviewed the draft bill, which would implement Maryland Code, Public Safety 1-314 (Kari’s Law) to require that multiple-line telephone systems allow for direct dialing via 9-1-1.

Commissioner Mitrecic opened the floor to receive public comment.

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

Upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 21-6 (Public Safety – Kari’s Law) as presented.

The commissioners reviewed revisions that had been made at their request to the draft agritourism bill. Development Review and Permitting Deputy Director Jennifer Keener reviewed the revisions, which include amendments to Subsections 1-201(c)(9) Agritourism facility, 1-202(c)(9) of the A-1 and A-2 Agricultural Districts to include agritourism, which also incorporates agricultural alcohol production, and which repeals Subsection 1-201(c)(10) and 1-202(c)(10), which is the wineries provision to include the use of not more than 20 percent of the gross acreage of a lot or parcel for agritourism uses and structures, limiting the number of allowable festivals to four, increasing the minimum yard setbacks to 100 feet, and establishing the use as a special exception instead of as an accessory use.

Commissioner Elder stated that many farmers are struggling to make a living under burdensome regulations, and this bill will give them options to save their properties and continue farming operations. In response to a question by Commissioner Elder, Ms. Keener stated that, while there may be some non-conformities given the increased setbacks, this would not affect the

approvals granted to the three existing agritourism businesses currently involved in alcohol production. In response to questions by Commissioner Nordstrom, Tourism and Economic Development Director Melanie Pursel stated that two of the three agritourism businesses involved in alcohol production are concerned about their ability to meet the 100-foot setback and the reduction in use from 30% to 20%.

Commissioner Bertino stated that a property owner should have the right to use his property as he sees fit within the guidelines of County regulations, but expressed concern that the impetus for this bill is to address the concerns of a handful of individual business owners. Therefore, he questioned whether there was a way to address their concerns without changing the zoning code. Ms. Keener stated that, technically, while the code addresses the use of wineries, there is currently nothing in the code for farm breweries, so staff has considered a farm brewery as a use similar in nature to a winery and taken it through the special exception process rather than requiring a text amendment. She stated that the zoning portion only sets minimum standards, such as lot area, percentage of use area, and setbacks.

Chief Administrative Officer Harold Higgins advised that these types of venues are becoming more popular, and farmers will not be able to take advantage of these types of business plans if the County sets regulations that are too restrictive. To that end, he stated that staff has been working together to find some commonalities that would facilitate these opportunities to create more revenues for the County with this growing market. Incoming Chief Administrative Officer Weston Young stated that staff have been struggling to find ways to increase economic opportunities in super rural areas, and this is value-added agriculture, which includes alcohol production and weddings in barns, which allow farmers to generate additional income. Ms. Keener concurred, noting that one of the perks of the alcohol production section is that it takes away the limit of the square footage for dining areas and tasting rooms and gives the property owners greater flexibility.

To keep agricultural production pure, Commissioner Bunting stated that agritainment facilities should only be allowed in the A-2 district as a special exception. He further questioned the reason for removing agritainment facilities and wineries as a special exception use in the A-1 and A-2 districts to allow agritourism as a special exception in the A-1 and A-2 districts. Ms. Keener stated that this was deleted because the County currently has an agritainment use, which is very similar to agritourism, which now includes alcohol production.

Commissioner Nordstrom supported the draft bill, noting that it would equip farmers with more options and more opportunities to make a living off of their land, while simultaneously providing much needed wedding venues for those residing in the southern end of the County.

Following some discussion, Commissioners Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the draft legislation as Bill 21-7 and agreed to schedule a public hearing to receive comment on the proposed bill.

Commissioner Nordstrom stated that, in follow up to the animal protection bill the commissioners recently passed, he will be hosting a meeting here at 1:00 p.m. today with representatives from the Sheriff's Office, Animal Control, and the State's Attorney's Office to implement the new legislation.

In response to concerns raised by Commissioner Bertino, County Attorney Roscoe Leslie advised that the commissioners are not required to host a public hearing prior to purchasing

DRAFT

property to use as a sports complex. Commissioner Mitrecic stated that a public hearing could only include the project concept and not the location of the proposed property until the said location is under contract. He stated that both groups are preparing to make presentations to the commissioners about the services they can provide at an upcoming meeting.

Commissioner Mitrecic provided an update on a recent meeting between him, County staff, Astro Turf, which design and build fields, and another private company that runs sports complexes to discuss opportunities to develop a sports complex in northern Worcester County.

Following a motion by Commissioner Bertino, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 11:17 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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 Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Finance Officer Phil Thompson. Topics discussed and actions taken included consulting with staff about pending or potential litigation and receiving legal advice from counsel.

The commissioners answered questions from the press, after which they adjourned to meet again on August 3, 2020.

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



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, August is National Child Support Awareness Month, a campaign to inform families about the child support services available through the Worcester County Department of Social Services (DSS); and

WHEREAS, when both parents are actively involved in raising children and providing the financial support they need to thrive, it makes a positive impact on the physical and emotional health and well-being of our youth, and this holds true especially for children of divorced parents.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim August 2021 as **Child Support Awareness Month** in Worcester County and urge citizens to learn more about the importance of the financial support parents provide to their children and the child support services that are available locally through DSS.

Executed under the Seal of the County of Worcester, State of Maryland, this 3rd day of August, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

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



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

COMMENDATION

WHEREAS, Laura Beauchamp has contributed 29 years of dedicated service to Worcester County Government. She began working in the Treasurer’s Office part-time in 1987, was hired full-time in 1995 as an accounting clerk and steadily advanced throughout her 29-year career to become accounting manager in 2004 and tax manager in 2020; and

WHEREAS, Ms. Beauchamp played an integral role in the overall management of the Treasurer’s Office as the tax manager, where she was responsible for 10 staff tasked with the billing and collection of more than \$200 million in property taxes each year. For her extensive knowledge, professionalism and integrity, she has earned the respect of her coworkers and residents.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Laura Beauchamp** for her years of devoted service to Worcester County, and we wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 3rd day of August, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

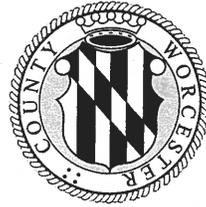
Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

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



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

COMMENDATION

WHEREAS, Chief Administrative Officer Harold L. Higgins, CPA has contributed 25 years of leadership to Worcester County Government (WCG), where he began his career as the finance officer in September 1996 and was selected to serve as the Chief Administrative Officer in 2013; and

WHEREAS, Mr. Higgins led all aspects of WCG operations. He navigated the county through a period of national economic decline and the worldwide COVID-19 pandemic. His prudent, fiscal management secured the county's solid financial standing, resulting in clean opinions from TGM Group, LLC for each annual audit since 1996, the Certificate of Achievement for Excellence in Financial Reporting for 13 consecutive years, and credit ratings of AA for Fitch, AA+ for Standard and Poor's, and Aa2 for Moody's Investor Services. Mr. Higgins also oversaw key construction projects, including the Berlin Branch Library, Showell Elementary School, and Snow Hill High School.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Harold L. Higgins, CPA** for his years of dedicated service and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 3rd day of August, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Board Members

ERIC W. CROPPER, SR.
President

ELENA J. MCCOMAS
Vice-President

JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

WILLIAM L. GORDY

DONALD C. SMACK, SR.

Administration
LOUIS H. TAYLOR
Superintendent of Schools
C. DWAYNE ABT, Ed.D.
Chief Safety & Human Relations
Officer
DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8
VINCENT E. TOLBERT, CPA
Chief Financial Officer
ANNETTE E. WALLACE, Ed.D.
Chief Operating & Academic Officer,
Gr. 9-12

The Board of Education of Worcester County
6270 Worcester Highway | Newark, Maryland 21841
Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

July 21, 2021

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 - was funding for the teacher salary incentive grant program. The portion of this grant allocated to Worcester County Public Schools is \$165,478 in FY20, FY21 and FY22. This funding is to be utilized to increase teacher salaries, specifically starting teacher salaries. Our Board and the Worcester County Teachers Association agreed in FY20 to increase steps 1-5 on the teacher salary scales by \$800 and steps 6-10 by \$650. The State required that in order to receive this grant for FY20, FY21 and FY22, a salary increase of at least 3% over the prior year must be negotiated and funded in FY20. The County met this requirement and approved the FY21 teacher salary incentive grant application form last year. Even though there are no additional requirements in FY22, a similar form must be approved by our County Commissioners in order for our school system to receive these grant funds.

Please have the attached form signed by Mr. Mitrecic 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
TEACHER SALARY INCENTIVE GRANT PROGRAM
FOR FISCAL YEAR 2020

Pursuant to Section 4 of Chapter 117 (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 2021: 50,459,661

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;

Note that an additional 3% increase is not required over the fiscal year 2020 base. The required funding in FY 2022 is what is necessary to continue the increase over the FY 2019 base that 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;

	FY 2021		FY 2022		Additional Salary Increase	
	Dollar Amt	Percent	Dollar Amt	Percent	Dollar Amt	Percent
Cost-of-Living Adjustment	1,005,876	2.00%	505,062	1.00%		
Steps or Increments	723,859	1.44%	814,673	1.61%		
Interval Movements*						
Pathway Movements*						
Other Increases (list individually)						
Totals **	1,729,735	3.44%	1,319,735	2.61%	-	

* (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.

**

To be eligible for the FY 2022 State Grant, the required salary increase in fiscal year 2020 must be funded in fiscal year 2022.

5. Any other information necessary to determine eligibility

Provide any additional information as attachments to this form.

Worcester added \$800 to each of our teacher salary steps 1-5 and \$650 to each of our teacher salary steps 6-10 in FY20. 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. These increases were maintained in FY22. A copy of our FY22 teacher salary scale is attached.

(4) (i) For a county that receives a State grant in fiscal year 2020, in order to continue to receive the grant in fiscal year 2021, a county board must submit documentation to the Department that the required salary increase in paragraph (2) of this subsection is funded in fiscal year 2021.

Provide documentation that the FY 2020 salary increase continues to be funded in FY 2022

A copy of our FY22 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 continues to be funded for the Board of Education for the fiscal year beginning July 1, 2021.

Superintendent of Schools 7/22/2021
Date

County Commissioner / County Executive Date

This Certification is to be submitted to the Maryland State Department of Education no later than July 30, 2021.

BOARD OF EDUCATION OF WORCESTER COUNTY

APPROVED TEACHERS' SALARY SCALE

FY 22

STEP	PROVISIONAL NON-DEGREE	BACHELOR'S DEGREE STANDARD PROFESSIONAL CERTIFICATE	MASTER'S EQUIVALENT ADVANCED PROFESSIONAL CERTIFICATE	SPC or APC WITH EARNED MASTER'S DEGREE	MASTER'S DEGREE PLUS 30 GRADUATE HOURS	DOCTORATE DEGREE
1	46,917	47,795	49,478	52,207	54,943	57,674
2	46,917	47,795	49,478	52,207	54,943	57,674
3	46,917	47,795	49,478	52,207	54,943	57,674
4	47,652	48,280	50,278	52,797	55,311	57,833
5	48,656	49,231	51,133	53,654	56,172	58,688
6	49,754	50,284	51,994	54,509	57,030	59,550
7	50,925	51,403	53,137	55,658	58,172	60,688
8	52,177	52,678	54,442	56,961	59,484	61,999
9	52,951	53,452	55,443	57,939	60,430	62,924
10	54,250	54,774	57,121	59,609	62,107	64,599
11			58,325	60,821	63,317	65,810
12			60,393	62,892	65,380	67,879
13			63,308	65,798	68,290	70,783
14			66,169	68,723	71,281	73,833
15			69,653	72,295	74,931	77,580
16			77,948	80,908	83,866	86,830

Master's Equivalent is thirty-six (36) hours beyond the Bachelor's Degree and must meet Maryland State Department of Education Standards.

\$1,400 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.



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

RECEIVED
JUL 27 2021
Worcester County Admin

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: July 26, 2021
SUBJECT: Bid Request – Ocean Pines Sanitary Service Area
Gum Point Road Sewer Extension

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents including the Notice to Bidders, Drawings, Specifications and Bidder's List for construction of the pressure sewer line along Gum Point Road. The total cost for this construction project is estimated to be \$300,000. Funding for the project is being provided by a loan from the General Fund in combination with a developer contribution. The General Fund Loan is to be repaid by sale of EDUs from connecting properties.

We are requesting that the Commissioners authorize the Department to proceed with bidding this work.

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

Attachments

cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

GUM POINT ROAD LOW PRESSURE (LP) SEWER

**OCEAN PINES SERVICE AREA
WORCESTER COUNTY, MARYLAND**

**CONTRACT SPECIFICATIONS AND
BIDDING DOCUMENTS**

OWNER

**WORCESTER COUNTY COMMISSIONERS
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MD 21863**

APPLICANT/DEVELOPER:

**WORCESTER COUNTY DPW
1000 SHORE LANE
OCEAN PINES, WORCESTER COUNTY, MD 21811**

ENGINEER:

**J. W. SALM ENGINEERING, Inc.
9842 MAIN STREET, SUITE 3,
P.O. BOX 397
BERLIN, MD 21811**

August 2021

CONTRACT SPECIFICATIONS

**Gum Point Road Low-Pressure (LP) Sewer
Ocean Pines Service Area
Worcester County, Maryland**

TABLE OF CONTENTS

Notice to Bidders

Instruction to Bidders and General Information

Special Conditions

Bid Form and Bid Schedule

Bid Item Descriptions

Contractor's Labor and Material Bond

NOTICE TO BIDDERS**Low-Pressure (LP) Sewer Gum Point Road
Ocean Pines Service Area
Worcester County, Maryland**

The Worcester County Department of Public Works are soliciting bids for construction of a Low-Pressure Sewer Force Main for the Worcester County Department of Public Works – Water and Wastewater Division. Bid specifications packages and bid forms are available from the Office of the County Commissioners, Room 112, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m. on Monday, September 13th, 2021 in the Office of the County Commissioners, at the above address, at which time they will be opened and read aloud. Sealed envelopes are to be marked “Low-Pressure Sewer Gum Point Road” in the lower left-hand corner. Interested bidders are encouraged to attend a pre-bid meeting to be held at 10:00 a.m., Thursday, August 26th, 2021 at the offices of the Water and Wastewater Division in Ocean Pines at 1000 Shore Lane, Berlin, MD 21811. We will proceed directly to the project site after the meeting at the Administrative Building. Bidders are encouraged to join the site visit.

After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration and bid award at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities and technicalities therein, and to accept whatever bid they determine to be in the best interest of the County, while considering the lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to John S. Ross, P.E. (410) 641-5251, extension 2412.

**INSTRUCTION TO BIDDERS
and
GENERAL INFORMATION**

**Gum Point Road Low-Pressure (LP) Sewer
Ocean Pines Service Area
Worcester County, Maryland**

1. Bids

Bids are to be submitted in sealed envelopes clearly marked "Gum Point Road Low-Pressure Sewer" in the lower left-hand corner.

The Bid shall be irrevocable for a period of Ninety (90) Days following Bid opening.

2. Late Bids

Bids are to be mailed or hand-carried to be received in the Office of the County Commissioners on or before 1:00 p.m. on **Monday, September 13th, 2021**. Bids received after the appointed time will not be considered.

3. Taxes

The County is exempt from all Federal and State taxes. The Contractor shall be familiar with tax law to the extent that it applies to this project and shall prepare their bid in compliance with those regulations.

4. Pre-Bid Meeting

A pre-bid meeting will be held at 10:00 a.m. on **Thursday, August 26th, 2021** at the Water and Wastewater Division Administrative Office located at the Ocean Pines WWTP, 1000 Shore Lane, Berlin, Maryland 21811. For directions and/or more details, contact John S. Ross, P.E. at (410) 641-5251, extension 2412, between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. We will proceed directly to the project site after the meeting at the Administrative Building. Bidders are encouraged to join the site visit.

5. Bid Forms

Bids are to be submitted on the forms provided in this package. Bid forms are to be completed in their entirety with all requested information provided. Where indicated, bids are to be signed by an individual authorized by the bidding company. Incomplete or unsigned bid forms are cause for rejection of the bid.

6. **Insurance Requirements**

The Contractor is required to maintain insurance for the duration of the project. Certificates naming the County as co-insured shall be provided to confirm that the Contractor has General Liability, Automotive Liability, Workman's Compensation and other insurance as may be required for the work.

7. **Scope of Work**

Work shall include furnishing and installing new water and sewer mains, services and all appurtenances including all restoration. All work shall be performed in accordance with Worcester County and Maryland Department of the Environment standards, and as shown on the Drawings and described in the Contract Documents.

8. **Award of Contract**

Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on **Monday, September 13th, 2021**.

The Department of Public Works will tabulate and review said bids and prepare a recommendation to the County Commissioners for their consideration and bid award at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities and technicalities therein, and to accept whatever bid they determine to be in the best interest of the County, while considering the 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.

9. **Specifications**

Technical specifications are included on the Contract Drawings. The Contractor shall review the technical specifications and include these requirements in the bid. The Contractor shall review the technical specifications and include these requirements in the bid. All work shall be performed in accordance with the Nov. 1, 2017 Worcester County Water and Sewer Standard Specifications [Standard-Specifications-Details-Water-Mains-Sewer-Mains.pdf \(worchester.md.us\)](#), and Details, as amended upon adoption February 20, 2018, the MDE and ACOE permits.

The following is a listing of Contract Drawings that, although bound separately, are hereby made a part of this work.

<u>Drawing Number</u>	<u>Title</u>
1 of 4	Cover Sheet, Legend, Vicinity Map and Index
2 of 4	East End and West End Low Pressure (LP) Sewer Plan
3 of 4	East End Low Pressure (LP) Sewer Plan
4 of 4	Details and Notes

10. Warranty and Guarantee

The Contractor warrants and guarantees to Worcester County that all work will be performed in accordance with the drawings and specifications and County and MSHA standards and will not be defective. Prompt notice of all defects will be given to the Contractor. All work shall be warranted for a period of two (2) years after the date of acceptance of the work. The Contractor shall, without cost to the County, and in accordance with the County’s written instructions, promptly correct any defective work.

11. Payment

The Contractor shall prepare a schedule of values, breaking down the various portions of work into individual work task items for the purposes of providing periodic payment estimates. This schedule of values shall be submitted to the County for their review and approval. Once approved, the schedule of values will be used as the basis of progress payments.

The Contractor shall submit to the Water and Wastewater Division for review, applications for periodic payments, filled out and signed by the Contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as required. The Contractor shall submit applications for payment on a monthly basis.

During the progress of the work, progress payments shall be made in the amount of 90% of the approved work in place. The retainage shall be held until all work is substantially complete and accepted. Once the work is 50% complete, if the work is progressing on time and otherwise satisfactorily, the retainage may be reduced to 5%.

12. Supervision

The Contractor shall at all times staff the project with a qualified site superintendent who shall have the authorization to make decisions for the Contractor. At no time shall construction crews be on the site without adequate supervision.

13. Photographs

Prior to beginning any construction, the Contractor shall create a photographic log of the existing site conditions at the project site. This log shall be used as a basis for determining any preconstruction conditions requiring special consideration during site restoration. The photographic log shall be provided to the County prior to any construction activity on site.

14. Project Completion and Closeout

When the Contractor determines that he has completed the work to a point where it is usable, he shall request certification of Substantial Completion. Upon his request, the County Engineer will inspect the work and, if it is deemed to be substantially complete, the contract construction time shall stop and the maintenance period shall begin. Retainage at Substantial Completion shall be reduced to an amount equal to 150% of the estimated cost for Final Completion.

When the work is determined to be complete, the Contractor shall request a final inspection of the work. Work items determined to be outstanding at the time of the Final Completion will be itemized on a punch-list and shall be completed by the Contractor prior to release of final payment. Upon completion of the work and final acceptance, the Contractor shall furnish the following:

- a) Affidavit that all subcontractors and suppliers have been paid.
- b) Certification that there are no outstanding liens against the work.
- c) Certification that there are no other payments required under the contract
- d) "Red Line" drawings showing as-constructed conditions.

15. Time for Completion

All work on this project is to be completed within 120 calendar days from the issuance of the Notice to Proceed.

Failure to complete the work in the time listed will result in the assessment of liquidated damages in the amount of \$200 for each calendar day that the work extends beyond the completion date.

SPECIAL CONDITIONS**Low-Pressure (LP) Sewer Gum Point Road
Ocean Pines Service Area
Worcester County, Maryland**

The Contractor shall make themselves completely familiar with all of the conditions, provisions and stipulations contained in the project's Nontidal and/or Tidal wetland permit. The Owner will obtain this permit. The Contractor is responsible for adhering to all permit conditions and other requirements of the Maryland Department of the Environment and the Army Corps of Engineers when performing their work, including but not limited to, all permit conditions, time of year restrictions, restoration, etc., from Notice to Proceed until Final Acceptance.

BID FORM

**Gum Point Road Low-Pressure (LP) Sewer
Ocean Pines Service Area
Worcester County, Maryland**

This Bid Is Submitted To: Worcester County Commissioners, OWNER

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Instruction to Bidders and in accordance with all other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders, Instructions to Bidders and General Information, Special Conditions, Bid Item Descriptions, Bid Schedule, Bid Form and all Contract Document Provisions. This Bid shall be irrevocable for a period of ninety (90) days following Bid opening and shall be accompanied by a bid guarantee of 5% of the Bid Price, in a form acceptable to the County.

In submitting this Bid, BIDDER represents that:

- (a) BIDDER has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
-------------	---------------

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or would otherwise affect the cost, progress, performance or furnishing of the Work at the Total Bid Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations,

- explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. If additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform and furnish the Work at the Total Bid Price, within the Contract Time and in accordance with the other terms and conditions the Contract Documents, these activities and investigations shall be performed by the BIDDER at no additional cost the OWNER and with no additional delay to the Contract Time.
 - (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given the Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the BIDDER.
 - (g) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - (h) A performance guarantee, in a form acceptable to the County, shall be required in the amount of 100% of the Bid Price. A sample bond form meeting the County's requirements is attached for the Bidder's convenience.

I/We submit this bid for the following work: **Gum Point Road Low-Pressure (LP) Sewer**

The following represents the **TOTAL BID PRICE** as itemized on the **BID SCHEDULE** attached as the following page:

TOTAL BID PRICE: _____

BIDDER'S NAME _____

BIDDER'S ADDRESS _____

BIDDER'S TELEPHONE _____

BIDDER'S E-MAIL ADDRESS _____

Name of Person/Company Officer Submitting Bid

DATE: _____

Signature of Person/Company Officer Submitting Bid

**BID SCHEDULE
GUM POINT ROAD LOW-PRESSURE (LP) SEWER
OCEAN PINES SERVICE AREA**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>A. Sewer Utilities</u>					
A-1	3-inch Diameter Sewer Forcemain Pipe - Roadway	2,700	LF	_____	_____
A-2	3-inch Diameter Sewer Forcemain Pipe - Stream Crossings	310	LF	_____	_____
A-3	3-inch Sewer Valve and Connection to Existing Forcemain	2	EA	_____	_____
A-4	3-inch Diameter In-line Flushing Cleanout Assembly	1	EA	_____	_____
A-5	3-inch Diameter Flushing Cleanout Assembly (Terminal)	1	EA	_____	_____
A-6	2-inch Diameter Sewer Forcemain Pipe	2,200	LF	_____	_____
A-7	2-inch Diameter In-line Flushing Cleanout Assembly	2	EA	_____	_____
Sub-total Sewer Utilities:					_____
 <u>B. Restoration</u>					
B-1	Mobilization/De-mobilization (paid 50% up front and 50% at final only once per entire project)	1	LS	_____	_____
Sub-total Restoration:					_____
 <u>C. Contingency</u>					
C-1	Pavement Restoration, complete	100	S.Y.	_____	_____
Sub-total Contingency:					_____
Summation of Sub-totals = TOTAL BID COSTS:					_____

Notes:

- 1) Item C-1 is a contingency item to be utilized only if, where and when specifically authorized by the County.
- 2) Quantities are for total bid tabulation cost calculation only. The County reserves the right to adjust the quantities of work. Unit costs will be applicable for -50% to +100% of the bid quantities for prices bid per "linear foot" and "square yard" items. There shall be no limit to adjustment for prices bid for "as each" items. Contractor shall be paid for actual quantities furnished and/or installed at the unit costs bid.

Base Bid Items Description

Prices bid for unit cost items, excluding lump sum items, include estimated quantities. The County reserves the right to adjust the quantities of work. Unit costs will be applicable for -50% to +100% of the bid quantities for prices bid per "linear foot" and "square yard" items. There shall be no limit to adjustment for prices bid for "as each" items. Contractor shall be paid for actual quantities furnished and/or installed at the unit costs bid. All bid items shall include any and all traffic control and maintenance that may be required for the construction of these items.

A. Sewer Utilities:

Item No.: A-1: Furnish and install, new, 3-inch diameter Sewer Forcemain Pipe - along Roadways, complete.

Unit = Linear feet (LF)

Work shall include furnishing and installing new 3-inch diameter, PVC or HDPE Sewer Forcemain Pipe, Horizontal Directional Drilling where required or when requested by the Contractor, transition couplings, fittings, including all Excavation, Dewatering, Bedding, Backfill, Restoration, Maintenance, Appurtenances and Incidentals, complete.

Item No.: A-2: Furnish and install, new, 3-inch diameter Sewer Forcemain Pipe - under Stream Crossings, complete.

Unit = Linear feet (LF)

Work shall include furnishing and installing new 3-inch diameter, HDPE Sewer Forcemain Pipe installed, Horizontal Directional Drilling under the Stream Crossings, transition couplings, fittings, including all Excavation, Dewatering, Bedding, Backfill, Restoration, Maintenance, Appurtenances and Incidentals, complete.

Item No.: A-3: Furnish and install, new, 3-inch diameter Sewer Valve and Connection to Existing Forcemain, complete.

Unit = Each (EA)

Work shall include furnishing and installing new 3-inch diameter Sewer Valve and Connection to Existing Forcemain, including all Sleeves, Fittings, Excavation, Dewatering, Bedding, Backfill, Thrust Blocking, Strapping, Restoration, Maintenance, Appurtenances and Incidentals, complete.

Item No.: A-4: Furnish and install, new, 3-inch Diameter In-line Flushing Cleanout Assembly, complete.

Unit = Each (EA)

Work shall include furnishing and installing new 3-inch diameter In-line Flushing Cleanout Assembly, including all Valves, Fittings, Excavation, Dewatering, Bedding, Backfill, Thrust Blocking, Strapping, Restoration, Maintenance, Appurtenances and Incidentals, complete.

Item No.: A-5: Furnish and install, new, 3-inch Diameter Flushing Cleanout Assembly (Terminal), complete.

Unit = Each (EA)

Work shall include furnishing and installing new 3-inch diameter Flushing Cleanout Assembly (Terminal), including all Valves, Fittings, Excavation, Dewatering, Bedding, Backfill, Thrust Blocking, Strapping, Restoration, Maintenance, Appurtenances and Incidentals, complete.

Item No.: A-6: Furnish and install, new, 2-inch Diameter Sewer Forcemain Pipe, complete.

Unit = Linear feet (LF)

Work shall include furnishing and installing new 3-inch diameter, PVC or HDPE Sewer Forcemain Pipe, Horizontal Directional Drilling where required or when requested by the Contractor, transition couplings, fittings, including all Excavation, Dewatering, Bedding, Backfill, Restoration, Maintenance, Appurtenances and Incidentals, complete.

Item No.: A-7: Furnish and install, new, 2-inch Diameter In-line Flushing Cleanout Assembly, complete.

Unit = Each (EA)

Work shall include furnishing and installing new 2-inch diameter In-line Flushing Cleanout Assembly, including all Valves, Fittings, Excavation, Dewatering, Bedding, Backfill, Thrust Blocking, Strapping, Restoration, Maintenance, Appurtenances and Incidentals, complete.

B. Restoration:

Item No.: B-1: Mobilization/De-mobilization.

Unit = Lump Sum (LS)

Work shall include Mobilization and De-mobilization on the site. This will be a one-time only payment regardless of how long the project lasts and how many times the contractor actually mobilizes and/or demobilizes their forces on the site either for their convenience or for any other reason. 50% of the line item shall be paid up-front. The remaining 50% of this line item shall be paid at final completion. The total Lump Sum amount Bid for this item shall not exceed 15% of the Total Bid Cost for the entire project.

C. Contingency:

Item No.: C-1: Furnish and install, New, Pavement Restoration, complete.

Unit = Square Yards (S.Y.)

Work shall include furnishing and installing new pavement repair (for full-depth section base and overlay) as shown on the Contract Drawings and specified in the Documents, including all Saw Cutting, Excavation, Dewatering, Bedding, Backfill, Restoration, Appurtenances and Incidentals, complete. Payment will be made on a square-yard basis, for the actual pavement restored area, measured in the field at the base pavement level only if, where and when specifically authorized by the County.

**WORCESTER COUNTY, MARYLAND
CONTRACTOR'S LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, hereinafter called Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Worcester County, Maryland, a Municipal Corporation, hereinafter called the County, for the use and benefit of Claimant, as herein below defined, in the amount of _____ Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated _____ with the County for Contract number _____ which contract is by reference made a part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the principal shall promptly make payment to each and every Claimant, as hereinafter, defined, for all labor, materials, supplies and rental of equipment reasonably required and used or consumed in the performance of the Contract and of all such alterations and modifications of said Contract provides for such alterations and modifications, during the original term of said Contract and any extensions thereof which may be granted by the County and agreed upon by the Principal, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety expressly waives any right to receive notice of extensions of time, or alterations or modifications of the Contract which are provided for and made pursuant to the terms of said Contract.

PROVIDED, HOWEVER, anything in said Contract to the contrary notwithstanding, this bond is executed upon and subject to the express conditions and limitations of State Finance and Procurement Article, Section 13-501, Annotated Code of Maryland (1985), as of the date of this contract wherein it is set forth as follows:

Labor and Material Payment Bond

(c) Suits on Payment bonds -- Right to institute --

Every person who has furnished labor or material in the prosecution of the work provided for in such contract, in respect of which a payment bond or other security is furnished under this section and who has not been paid in full therefore before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond or other security for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action to final judgment and execution for sum or sums justly due him; provided, however, that any person having direct contractual relationship with a subcontractor of the contractor, or with any sub-contractor of the contractor but no contractual relationship express or implied with the contractor furnishing said payment bond or other security, shall have a right of action upon the payment bond or other security upon giving written notice to the contractor within ninety (90) days from the date on which such person did, or performed the last of the labor or furnished or supplied the last of the material for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place he maintains an office or conducts his business, or his residence.

(d) Same -- Where and when brought: liability for cost --

Every suit instituted under this section shall be brought in the appropriate court in the political subdivision in which the contract was to be performed and executed or in the political subdivision where the contractor has his principal place of business and not elsewhere, but no such suit shall be commenced after the term of one year after the date of final acceptance of the work performed under the contract. The obligee named in the bond or the trustee for any other security shall not be liable for the payment of any cost or expenses of any such suit.

Labor and Material Payment Bond

Signed and sealed this _____ day of _____, 2003.

In the Presence of:

_____ (SEAL)

_____ (SEAL)

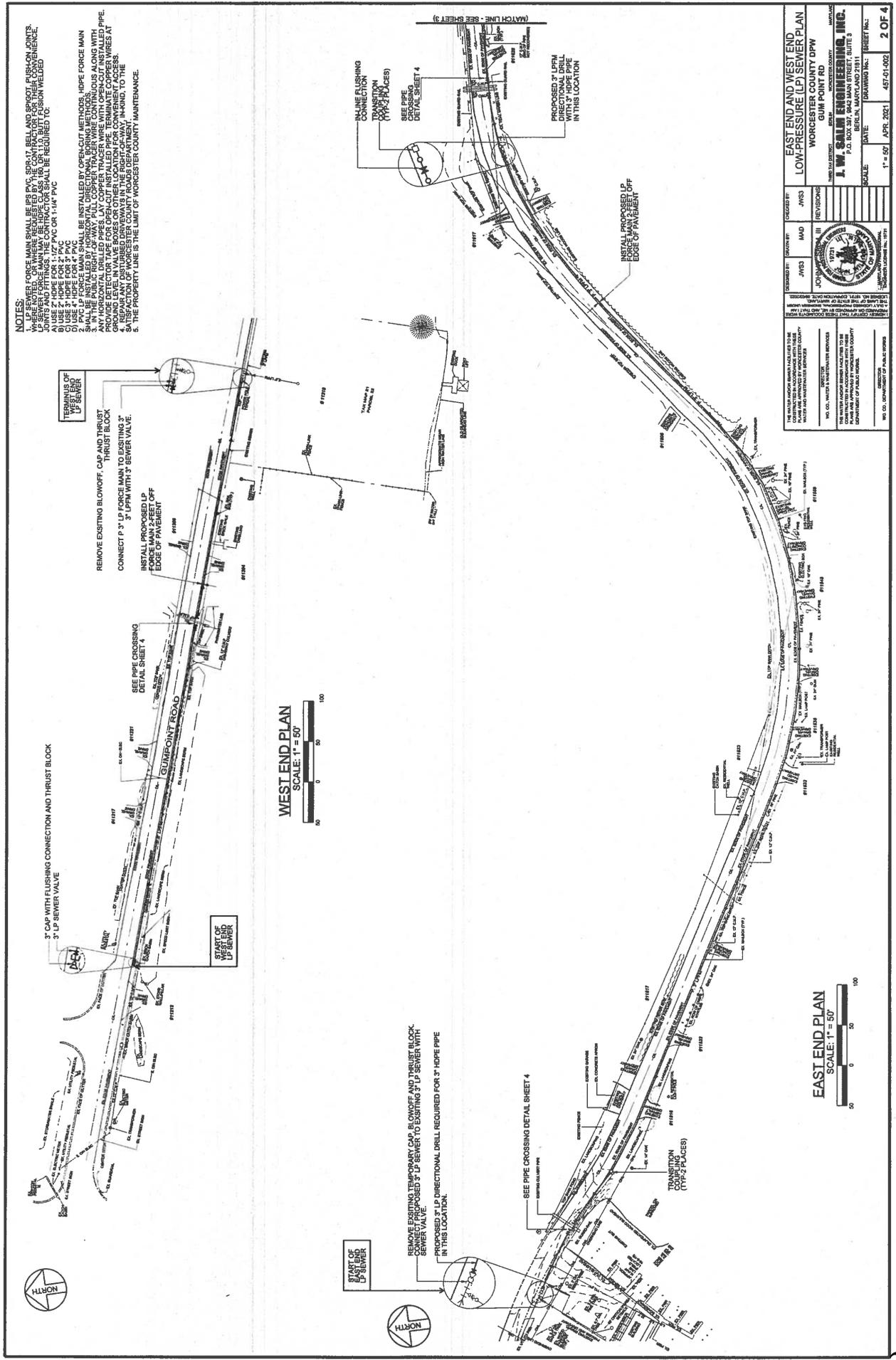
Principal

Bond Number

_____ (SEAL)

Surety

Address



- NOTES:**
1. LP SEWER FORCE MAIN SHALL BE 8\"/>

<p>EAST END AND WEST END LOW-PRESSURE (LP) SEWER PLAN WORCESTER COUNTY DPW GUM POINT RD</p>	
<p>DESIGNED BY: JAMES MAD III</p>	<p>CHECKED BY: JAMES MAD III</p>
<p>DATE: APR. 2021</p>	
<p>SCALE: 1" = 50'</p>	
<p>DRAWING NO.: 457-01-002</p>	
<p>SHEET NO.: 2 OF 4</p>	

WATER AND SEWER NOTES:
 1) THIS DRAWING IS SUBJECT TO THE 2017 WORCESTER COUNTY STANDARD SPECIFICATIONS AND DETAILS FOR WATER MAINS AND SEWER MAINS, DATED NOVEMBER 1, 2017, LATEST REVISION.
 2) ALL DIMENSIONS ARE TO UNLESS OTHERWISE NOTED.
 3) CONCRETE ENCASEMENT, IF REQUIRED SHALL BE IN ACCORDANCE WITH STANDARD DETAIL C-3.
 4) CORROSION TRACER WIRE SHALL CONFORM TO SECTION 02864.
 5) BACKFILL AROUND PIPES SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 02260, 2.0 D-13 AND 15, SECTION 02760, 2.0 E-5 AND DETAIL G-1 AND G-2.
 6) ALL JOINTS SHALL BE MADE IN ACCORDANCE WITH SECTION 02860 AND 02864.
 7) ALL SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN CONFORMANCE WITH SECTION 02860 AND 02864.
 8) ALL SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN CONFORMANCE WITH SECTION 02860 AND 02864.
 9) ALL SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN CONFORMANCE WITH SECTION 02860 AND 02864.

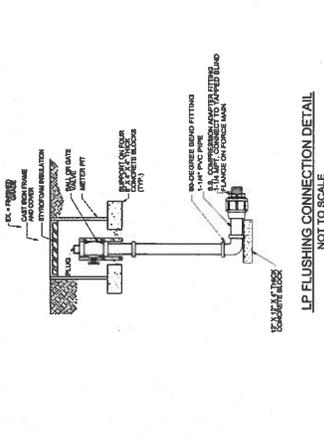
CONSTRUCTION SPECIFICATIONS:
 1) UNLESS OTHERWISE NOTED, CONSTRUCTION SPECIFICATIONS SHALL CONFORM TO THE APPLICABLE PORTIONS OF THE NOVEMBER 1, 2017 WORCESTER COUNTY STANDARD SPECIFICATIONS AND DETAILS FOR WATER MAINS AND SEWER MAINS, LATEST REVISION.
 2) GRAVITY SANITARY SEWER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 02760.
 3) SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 02860 AND 02864.
 4) SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN CONFORMANCE WITH SECTION 02860 AND 02864.
 5) SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN CONFORMANCE WITH SECTION 02860 AND 02864.

MATERIALS SPECIFICATION:
 1) UNLESS OTHERWISE NOTED, MATERIAL SPECIFICATIONS SHALL CONFORM TO THE APPLICABLE PORTIONS OF THE NOVEMBER 1, 2017 WORCESTER COUNTY STANDARD SPECIFICATIONS AND DETAILS FOR WATER MAINS AND SEWER MAINS, LATEST REVISION.
 2) PORTLAND CEMENT SHALL CONFORM TO SECTION 02100, 2.0 C-1.
 3) AGGREGATES FOR PORTLAND CEMENT CONCRETE SHALL CONFORM TO SECTION 02300, 2.0 C-1.4.
 4) GRAVEL FOR BACKFILL SHALL CONFORM TO SECTION 02100, 2.0 C-2.
 5) PORTLAND CEMENT CONCRETE SHALL CONFORM TO SECTION 02100, 2.0 C-2.
 6) DUCTILE IRON PIPE AND FITTINGS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 7) PVC WATER MAINS SHALL CONFORM TO AWMA C200 AND SECTION 02860, 2.0 E-3.
 8) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 9) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 10) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 11) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 12) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 13) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 14) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 15) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 16) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 17) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 18) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 19) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.
 20) SERVICE CONNECTIONS SHALL CONFORM TO SECTION 02860, 2.0 E-3.

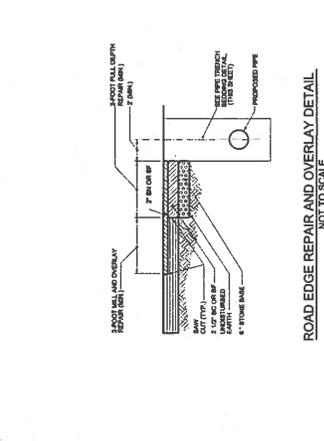
DIAMETER OF PIPE	DIAMETER OF HOLE	DEPTH OF HOLE	DEPTH OF TRENCH	DEPTH OF COVER
12" OR GREATER	15" TO 16"	1.5 FT	1.5 FT	1.5 FT
10"	12" TO 14"	1.5 FT	1.5 FT	1.5 FT
8"	10" TO 12"	1.5 FT	1.5 FT	1.5 FT
6"	8" TO 10"	1.5 FT	1.5 FT	1.5 FT
4"	6" TO 8"	1.5 FT	1.5 FT	1.5 FT
3"	4" TO 6"	1.5 FT	1.5 FT	1.5 FT
2"	3" TO 4"	1.5 FT	1.5 FT	1.5 FT
1 1/2"	2" TO 3"	1.5 FT	1.5 FT	1.5 FT
1"	1 1/2" TO 2"	1.5 FT	1.5 FT	1.5 FT

THRUST BLOCK DETAIL
 (REF. AWMA C200)
 NOT TO SCALE

NOTES:
 1) ALL SERVICE CONNECTIONS SHALL HAVE CONCRETE THRUST BLOCKS WITH MINIMUM BEARING AREAS AGAINST UNDISTURBED SOIL AS SHOWN IN THIS DRAWING.
 2) BEARING AREAS ARE BASED UPON UNDISTURBED SOIL WITH A MINIMUM BEARING CAPACITY OF 2,000 P.S.I. FOR LESSER SOIL CAPACITY, THESE AREAS SHALL BE INCREASED ACCORDINGLY.
 3) THRUST BLOCKS SHALL BE COVERED DIRECTLY AGAINST TRENCH WALLS.
 4) NO JOINT SHALL BE COVERED WITH CONCRETE.
 5) CONCRETE SHALL BE OF A MINIMUM OF 2000 P.S.I. STRENGTH.

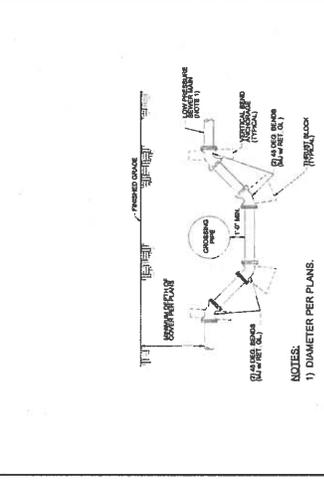


LP FLUSHING CONNECTION DETAIL
 NOT TO SCALE

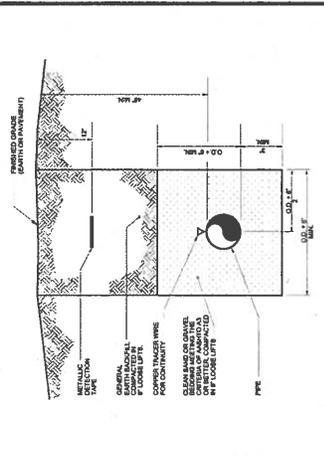


ROAD EDGE REPAIR AND OVERLAY DETAIL
 NOT TO SCALE

NOTES:
 1) PAVEMENT REPAIR SHALL BE PERFORMED TO THE SATISFACTION OF WORCESTER COUNTY AND THE ENGINEER SHALL MEET ON SITE WITH WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION AND THE ENGINEER PRIOR TO PERFORMING ANY WORK ON COUNTY ROADS.
 2) ALL WORK SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER OR A REPRESENTATIVE OF THE WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS, ROADS DIVISION.
 3) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND DETAILS FOR WATER MAINS AND SEWER MAINS, LATEST REVISION.
 4) SELECT BORROW REQUIRED FOR ROAD LOCATIONS, AS SHOWN AS OR BETTER.

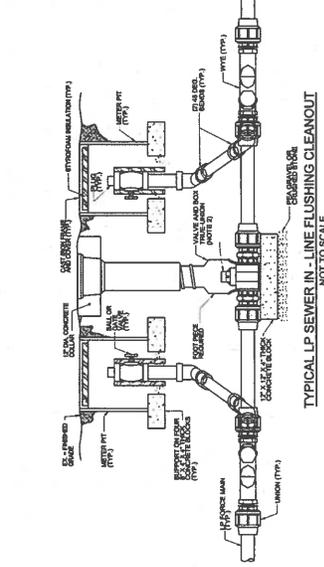


PIPE CROSSING DETAIL
 NOT TO SCALE



PIPE TRENCH/BEEDING DETAIL
 NOT TO SCALE

NOTES:
 1) MAXIMUM TRENCH WIDTH 0.0 - 12\"/>



TYPICAL LP SEWER IN-LINE FLUSHING CLEANOUT
 NOT TO SCALE

NOTES:
 1) FORCE MAIN DIAMETER SHALL BE AS SHOWN ON PLANS.
 2) USE CAST-IRON GATE VALVE OR PLUS VALVE WITH MECHANICAL JOINT WITH RETAINER GLAND ENDS FOR LINE SIZES 3-INCHES AND LARGER.

<p>DETAILS AND NOTES</p> <p>GUM POINT ROAD - LOW-PRESSURE SEWER WORCESTER COUNTY DPW</p>		<p>DATE: APR. 2021</p> <p>SCALE: 1" = 5'</p> <p>SHEET NO.: 4 OF 4</p>
<p>DESIGNED BY: JWS</p> <p>CHECKED BY: JWS</p> <p>DATE: APR. 2021</p>	<p>REVISIONS:</p> <p>NO. 1: 04/20/21</p>	<p>J. W. SAUNDERS ENGINEERING, INC.</p> <p>100 SOUTH MAIN STREET SUITE 5 BURLINGTON, MARYLAND 21011</p> <p>PHONE: 410-326-1111 FAX: 410-326-1112 WWW.JWSEINC.COM</p>

BIDDERS' LIST

Gum Point Road Sewer Line Extension

Hopkins Construction, Inc.
18904 Maranathaway Unit 1
Bridgeville DE 19933
302-337-3366
Fax: 302-337-3317
keller@hopkins-inc.com

Scott Savage
Goody Hill Ground Work, Inc.
9539 Goody Hill, RD
Berlin, MD 21811
410-629-0966
Fax: 410-629-0967
goodyhill@verizon.net

TK Construction
31812 Johnson, RD
Salisbury, MD 21804
410-742-5684

AIM Services
800 Snow Hill Road
Salisbury, MD 21804
443-859-8009

Spring Associates
29565 Chilcutt Road,
Easton, MD 21601
Phone 410-822-0485
Fax 410-820-9096
info@springgroup.net

WM Water and Sewer, LLC
3594 Estella, Street
Ocean View, DE
302-539-7169
wmwaterandsewer@verizon.net



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

RECEIVED
JUL 27 2021
Worcester County Admin

MEMORANDUM

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director of Public Works *Dallas Baker Jr.*
DATE: July 26, 2021
SUBJECT: Small Project Agreement – River Run Towns LLC

.....
Attached is a Small Project Agreement for extension of water and sewer service in the River Run Service Area. This project will also include a new wastewater pumping station to 66 townhouse units being constructed by River Run Towns, LLC.

The design drawing prepared for this project is complete and the project is ready for construction. As with similar small projects, we have required River Run Towns LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement have been reviewed by the County Attorney and it is now being presented for approval.

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

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

WORCESTER COUNTY
SMALL PROJECT
WASTEWATER AND/OR WATER AGREEMENT
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 21st day of July, 2021, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the River Run Sanitary Service Area, hereinafter called "Service Area" and River Run Towns, LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT River Run Townhomes hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:

Deed Reference _____ Tax Map 15 Parcel 126 Lots FD-3 and FD-4

C. SERVICE TO BE PROVIDED

Installation of new wastewater collection system, pump station, and force main, along with new water distribution system and related appurtenances per MDE approved plans.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
- ~~2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction. Previously Approved~~
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by 8/31/2021 _____ complete construction by 12/31/2022 _____ and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS _____

F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees and costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve the River Run Townhomes, a part of the River Run Residential Planned Community (RPC).
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

 Harold L. Higgins
 Chief Administrative Officer

 (SEAL)
 Joseph M. Mitrecic, President

Witness: 

DEVELOPER

River Run Towns, LLC

RON ALEXANDER
 (Print Name)

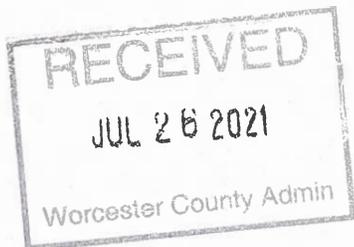
CHRISTOPHER KALIE ULLMANN

Print Name and Capacity



(SEAL)

Signature



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

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services 
Re: Maryland 911 Board project New Hire "Whittemore & Cousar" Training
Date: July 26, 2021

The Department of Emergency Services is seeking authorization to proceed with a MD 911 Board Project in the amount of \$1,527.00 to be reimbursed to the County for costs associated with obtaining new hire training for new hires "Whittemore and Cousar".

I am available to answer any questions at your convenience.

Attachments (1)



**Worcester County
Department of Emergency Services
1 West Market Street, Room 1002
Snow Hill, MD 21863
410-632-3080
410-632-2141 fax**

July 22, 2021

Maryland 911 Board
300 East Joppa Rd., Suite 1000
Towson, Maryland 21826-3068
Attn: Scott Roper

Request for Project Number/Approval

Dear Mr. Roper,

I am requesting approval and a project number to cover initial certification fees for ETC/OUTEC/EMD/EFD/EPD/NENA Telecommunicator Core Competencies certifications for 1 new hire and OUTEC for another new hire. A breakdown of costs follows:

ETC Manual: \$45.00 x 1
OUTEC: \$149.00 x 2
EMD: \$325.00 x 1
EFD: \$280.00 x 1
EPD: \$280.00 x 1
NENA Telecommunicator Core Competencies: 299.00 x 1

I am asking for approval for a total of \$1,527.00 for this initial specialist training.

Thank you and if there are any questions please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy E. Coale".

Timothy E. Coale
Communications Center Manager

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



OFFICE OF THE
 COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

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

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 12, 2021

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (7), which have current or upcoming vacancies (13 total). I have circled the members whose terms have expired or will expire on each of these boards.

President Mitrecic - You have **One (1)** positions open:

- Marie Campione-Lawrence (**Resigned**) - replacement to the Social Services Advisory Board

Vice President Elder – You have **Two (2)** position needed:

- Michael Day – term ended - Tourism Advisory Committee
- Faith Coleman – term ended June 30, 2021 – Social Services Advisory Board

Commissioner Bertino – You have **Three (3)** positions needed:

- Cathy Gallagher – term ended - Social Services Advisory Board
- Frederick Stiehl – term ended- Water & Sewer Advisory Council, Ocean Pines
- Bob Poremski (**Resigned**) - replacement to the Water & Sewer Advisory Council, Ocean Pines

Commissioner Bunting – You have **One (1)** position needed:

- Harry Hammond – term ended June 30, 2021 – Social Services Advisory Board

Commissioner Nordstrom - You have **One (1)** position needed:

- Sharon Dryden - term ended June 30, 2021 – Social Services Advisory Board

Commissioner Church – You have **One (1)** position open:

- Richard Jendrek – passed – Water & Sewer Advisory Council, Mystic Harbour

All Commissioners:

- **(2)** - Drug and Alcohol Abuse Council; (1 **Nomination- Tina Simmons (see attachment):** Person Knowledgeable on Substance Abuse Treatment. **Still Open - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

Citizens and Government Working Together

- **All Commissioners:**
- **(1)** - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.
Mark Wittmyer - (Business – Ocean Pines)
- **(1)** - Property Tax Assessment Appeal Board – Resignation of Mr. Richard Thompson, Mr. Richard Ramsey has submitted his on-line application to the State.
- **(2)** - Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski)
- **(1)** - Water and Sewer Advisory Council – Mystic Harbour (Passing of Richard Jendrek)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom p. 9 - Social Services Advisory Board (Sharon Dryden) - 3-year

District 2 - Purnell All District Appointments Received. Thank you!

District 3 - Church p. 12 - Water & Sewer Advisory Council, Mystic Harbour
Passing of Mr. Richard Jendrek

District 4 - Eder p. 11 - Tourism Advisory Committee (Michael Day) - 4-year
p. 9 - Social Services Advisory Board (Faith Coleman) - 3yr.

District 5 - Bertino
p. 9 - Social Services Advisory Board (Cathy Gallagher) - 3-year
p. 13 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

District 6 - Bunting p. 9 - Social Services Advisory Board (Harry Hammond) - 3yr

District 7 - Mitrecic p. 9 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year

All Commissioners

- p. 4 - (2) - Drug and Alcohol Abuse Council; (1 **Nomination- Tina Simmons (see attachment)**): Person Knowledgeable on Substance Abuse Treatment. **Still Open - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- p. 7 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer and- At-Large business or institution representative in immediate proximity to Ocean Downs) - 4-year
- p. 8 - (1) Property Tax Assessment Appeal Board – Resignation of Mr. Richard Thompson, Mr. Richard Ramsey has submitted his on-line application to the State.
- p. 12 - (1) Water & Sewer Advisory Council, Mystic Harbour - Passing of Mr. Richard Jendrek
- p. 13 - (2) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
 Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
 At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
 Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Donna Nordstrom	Knowledge of Substance Abuse Treatment	* 19-21
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14-18, 18-22
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25

*Tina Simmons
 Nominated to replace
 See attached*

Passed

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term



Worcester County
Drug and Alcohol Council
P.O. Box 249
Snow Hill, Maryland 21863
410-632-1100
Fax: 410-632-0080

7/21/21

Joseph M. Mitrecic, President
Worcester County Commissioners
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear President Mitrecic:

On behalf of the Worcester County Drug and Alcohol Council, I would like to request the Commissioners make the following appointment to the Council. This representative will fill the remaining term vacated by Donna Nordstrom from AGH. This term will expire December 2021.

Tina Simmons (Knowledge of Substance Abuse – Replacing Donna Nordstrom)

I have included the mailing address for Tina Simmons within the attached cover letter.

Please feel free to contact me at 410-632-1111, if you have any questions.

Sincerely,

Doug Dods
Chairman

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

ITEM 6

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

Prior Members:

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)
Linda Dearing (11-15)

Since 2009

Todd Ferrante ° (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

* = 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:

Steven W. Rakow	Ocean Pines	*19-22
Arlene C. Page	Bishopville	18-23
Richard Thompson(alternate)	Snow Hill	*18-23
Martha Bennett	Berlin	19-24

Pending Governor Hagens approval

C) = Chairman

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
 Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
 Act as liaison between Social Services Dept. and County Commissioners.
 Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
 Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
 Maximum 2 consecutive terms, minimum 1-year between reappointment
 Members must attend at least 50% of meetings
 One member (ex officio) must be a County Commissioner
 Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22 Resigned
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thomes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: November 17, 2020
Printed: July 22, 2021

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Michael Day	D-4, Elder	Snow Hill	*19
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Church	West Ocean City	*16-20, 20-24

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Passed

Prior Members: (Since 2005)

- | | |
|---|-------------------------|
| John Pinnero ^C (05-06) | Carol Ann Beres (14-18) |
| Brandon Phillips ^C (05-06) | Bob Hunt (*06-19) |
| William Bradshaw ^C (05-08) | |
| Buddy Jones (06-08) | |
| Lee Trice ^C (05-10) | |
| W. Charles Friesen ^C (05-13) | |
| Alma Seidel (08-14) | |
| Gerri Moler (08-16) | |
| Mary Martinez (16-18) | |

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: None

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16, 16-20
Gregory R. Sauter, P.E.	Ocean Pines	17-21
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Bob Poremski	Ocean Pines	*17-19, 19-23

Resigned

Prior Members: (Since 1993)

- Andrew Bosco (93-95)
- Richard Brady (96-96, 03-04)
- Michael Robbins (93-99)
- Alfred Lotz (93-03)
- Ernest Armstrong (93-04)
- Jack Reed (93-06)
- Fred Henderson (04-06)
- E. A. "Bud" Rogner (96-07)
- David Walter (06-07)
- Darwin "Dart" Way, Jr. (99-08)
- Aris Spengos (04-14)
- Gail Blazer (07-17)
- Mike Hegarty (08-17)
- Michael Reilly (14-18)

* = Appointed to fill an unexpired term

Kristin Heiser
State's Attorney



106 Franklin Street
Snow Hill, MD 21863

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

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

July 27, 2021

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

Dear Commissioners:

I am writing to request that you authorize a third special investigator position at the Office of the State's Attorney. In order to assist with more complex financial fraud investigations and prosecutions, I have reached out to Salisbury University Professor David Weber, who is a certified fraud examiner and attorney, and formerly a federal law enforcement officer with the FDIC. He is willing to serve as an unpaid special investigator for my office for the limited purpose of assisting law enforcement with these types of investigations, and I believe he will be an invaluable resource, not only due to his work experience, but also because of the university's access to state-of-the-art financial programs and software. Further, he leads an innovative internship program at the university which trains upper-level students in forensic accounting and these students would benefit from the real-world experience gained in assisting with Worcester County fraud investigations and helping to prepare cases for trial. In addition to teaching, Mr. Weber is also currently serving as an Assistant Commonwealth Attorney for Accomack County, Virginia handling similar cases, and serves as a special investigator to the Somerset County State's Attorney's Office.

This request is yet another example of my continued efforts to supplement the work of my staff by partnering with other private and public organizations at no cost to Worcester County residents. Professor Weber is more than qualified for the position, and, should you authorize the additional special investigator position, I am eager to begin working with him for the betterment of our criminal investigations and prosecutions in the area of financial fraud and abuse.

Thank you in advance for your consideration of this request.

Kind Regards,

Kristin Heiser
State's Attorney for Worcester County

Upper-Division Certificate in Fraud and Forensic Accounting

About the Program

The upper-division certificate in fraud and forensic accounting provides an unrivaled skillset to individuals matriculating at Salisbury University. This certificate program is open to all students who have successfully completed ACCT 201: Financial Accounting and ACCT 202: Managerial Accounting.

The fraud program is designed for professionals working or seeking employment in accounting, finance, banking, insurance, criminal justice, systems/control, internal auditing, compliance, human and social services, and other related areas seeking a new technical skillset and enhanced employment and/or career advancement opportunities. Financial crime impacts all facets of society, with an estimated 5% of business gross revenue lost to fraud each year. Fraud examiners and forensic accountants play a very important role in helping organizations to avoid fraud, detect fraud, and bring those who commit fraud to justice in either the civil or criminal justice system.

Investigating fraud requires two skillsets, both of which fraud professionals must master: people and data skills. People skills are required to conduct investigations, including the ability to interview and confront witnesses and suspects in a variety of environments ranging from small towns to the offices of the Fortune 500. In the increasingly digital world in which we live, technology and data analysis skills also are needed in order to find items of evidence or insight in the financial and operational data of government, non-profit organizations and corporations. Fraud students will be equipped with both these skills sets through classroom learning and practical training.

For accounting majors, this certificate program contributes to the 150 credit hours necessary to sit for the Certified Public Accountancy (CPA) examination.

For accounting and non-accounting majors, this program also prepares students to sit for the Certified Fraud Examiner (CFE) examination.

Why Fraud and Forensic Accounting?

First offered in 2017, SU's certificate is the only undergraduate program of its kind to be offered within the University System of Maryland and one of the only undergraduate fraud certificate programs in the United States. It is also the only fraud program with an experiential learning component offered as a for-credit option to students.

According to a number of independent studies, some of the hottest job opportunities are those for forensic accountants, fraud examiners, internal auditors, compliance officers and financial institution examiners.

Fraud examination and forensic accounting are the specialty practices of conducting financial crime investigations either in the private sector or as a federal, state or local government employee.

Fraud examiners and forensic accountants also conduct risk

assessments for private clients and government entities, assist in the design of internal controls to prevent fraud or financial losses, and frequently testify as expert or fact witnesses in civil or criminal trials. Financial crimes can be perpetrated against both individuals and organizations, and fraud examiners and forensic accountants are on the front line of avoiding and responding to financial crime.

Fraud examiners also may serve as managerial accountants, auditors in public accounting firms and as internal auditors. In this capacity, they evaluate and improve the effectiveness of risk management, internal controls and the governance process of their employers or clients. Fraud examiners can also function as compliance officers for banking and securities firms, assisting the employer to maintain compliance with all aspects of regulatory and legal requirements. Particularly in the post-9/11 environment, substantial adherence to anti-money laundering and economic sanctions laws are a large responsibility, and graduates of our certificate program have the specialty skills needed to assist



FACULTY

Chair

- TGM Group, LLC Professor Kenneth J. Smith, D.B.A. *George Washington University, CPA-MD, CMA, CIA, CFM*

Associate Professors

- David Emerson, Ph.D. *Virginia Commonwealth University, CPA-MD*
- Michael Koval, J.D., M.B.A. *J.D., Georgetown University Law Center M.B.A., Ohio State University*
- Michael Schuldt, J.D., Ph.D. *J.D., University of Missouri, Ph.D., University of Texas, CPA-MO*

Assistant Professors

- Charles Boster, Ph.D. *University of South Carolina, CPA-CO*
- Sue Cooper, Ph.D. *University of Texas at San Antonio*

Clinical Assistant Professor

- David Weber, J.D. *J.D., Syracuse University CFE, PI-VA, Bar Admissions- MD, VA, DC*

Professors of the Practice in Accounting

- Julie Gittelman, M.B.A. *St. Joseph's University, CPA-MD*
- Susanne Holloway, M.B.A. *Salisbury University, CPA-MD*

Lecturer

- R. Frank Abel, M.S., CPA/CFE, CIDA *University of Maryland University College*

CONTACT INFORMATION

For information on the certificate program contact the Accounting and Legal Studies Department:
410-543-6315

www.salisbury.edu/AcctLegal

SALISBURY

EXAMPLES OF PENDING EXPERIENTIAL LEARNING CASES



Cases experiential learning students have worked on or are working on now include:

- Elder financial exploitation
- Narcotics and tobacco smuggling
- Public corruption
- Money laundering
- Builder and construction fraud
- Inventory fraud
- Public benefits fraud
- “Following the money” in select violent crime cases
- Check fraud
- Identity theft, loan and credit card fraud

employers in this capacity.

Completion of the fraud certificate program can position students to enter into these areas of fraud or accounting practice with highly sought-after skills.

Recommended Experiential Learning Program

Students have the option to intern for the State of Maryland and the Commonwealth of Virginia to work on real fraud and financial crime matters on the Eastern Shore of the Chesapeake Bay. Through a cooperative partnership with state prosecutors in two neighboring counties, fraud students obtain hands-on experience working with evidence, deputy sheriffs, state troopers, witnesses and suspects. Students sit in on and, in certain cases, conduct, witness and suspect interviews under the supervision of their faculty member or law

enforcement. In certain cases, students may testify as a key witness on behalf of state prosecutors. A faculty member teaching in the certificate program has been deputized as a Virginia state prosecutor and as a Maryland state prosecutor special investigator.

Students who pursue the experiential fraud program also have the ability to have their experience pay a portion of their tuition or student loans through the AmeriCorps program at Salisbury University. Students who successfully complete 300 hours of investigative service and training are eligible to receive an educational award estimated at \$1,400 per academic year. Students also have the option to be employed full time conducting fraud examinations over summer break or upon graduation for a larger AmeriCorps stipend, serving in a full-time position as a special investigator.

The experiential learning program not only helps our surrounding communities, but it assists students in satisfying the experience requirement of both the CPA and CFE designations. The CPA and CFE designations require one or two years, respectively, of work experience to be licensed. The experiential learning program can provide a maximum of up to one year of required practical experience in satisfaction of licensing requirements, depending on case and investigations work, toward licensing requirements, along with the tuition or loan repayment benefits of AmeriCorps service.

must enter into non-disclosure agreements with Maryland and Virginia authorities, as well as submit to a fingerprint check and background investigation. Neither the Perdue School of Business, nor Salisbury University has any role in the clearance process for students, which is solely in the discretion of the AmeriCorps Program and Maryland and Virginia law enforcement authorities. Some fraud students may not be able to qualify for clearance to work on criminal investigation matters.

Learn More

If the fraud and forensic accounting certificate program interests you, please contact us. We are happy to provide you a one-on-one briefing about our classroom and experiential programs, career prospects for fraud examiners and forensic accountants, qualification and exam requirements to become a CPA or CFE, and discussion of the process of enrollment in our program.



Note: In order to participate in the fraud experiential learning program, students

David P. Weber
Attorney * Certified Fraud Examiner * Private Investigator

Clinical Assistant Professor
Department of Accounting and Legal Studies
Perdue School of Business
Salisbury University
230 Perdue Hall
Salisbury, MD 21801
Email: dpweber@salisbury.edu
410-543-6083

Education

Syracuse University College of Law, JD, *Magna Cum Laude*
Class Rank: 7/360
Senior Editor, *Syracuse Law Review*

University of Florida, Warrington College of Business
Doctor of Business Administration – Accounting
July 2020 – May 2023

Syracuse University, BS in Criminal Justice, *Cum Laude*

Bar Admissions

Maryland
Virginia
District of Columbia
New York
U.S. Supreme Court
U.S. Court of Appeals for the Armed Forces
U.S. District Court for the Eastern District of Virginia
U.S. District Court for the Western District of Virginia
U.S. District Court for the District of Maryland
U.S. District Court for the District of Columbia
U.S. District Court for the Southern District of New York
U.S. District Court for the Northern District of New York
U.S. District Court for the Eastern District of New York

Certification

Certified Fraud Examiner – Association of Certified Fraud Examiners

Professional Licenses

Virginia - Private Investigator

Professional Associations

Member - Association of Certified Fraud Examiners
Member - American Accounting Association

Member - American Institute of Certified Public Accountants
 Member - Maryland Association of Certified Public Accountants
 Member - Eastern Shore (Virginia) Bar Association
 Member – Maryland State Guard Association
 Member – State Guard Association of the United States
 Life Member – Association of National Park Rangers

Legal and Fraud Examination Experience

Commonwealth of Virginia	Accomac, VA
Office of the Commonwealth’s Attorney for Accomack County	2020 – Present
<i>Assistant Commonwealth Attorney</i>	

Serve as the lead financial crimes prosecutor for Accomack County, Virginia. Assist and advise the Virginia State Police, Virginia Marine Resources Commission Police, Accomack County Sheriff’s Office, and local police agencies with all manner of investigation concerning financial crime. Recent cases have included elder financial abuse; suspicious death matters; embezzlement; loan fraud; tobacco and narcotics trafficking matters. In conjunction with Somerset County, MD, handle all financial crime cases on both sides of the Maryland and Virginia border of the Eastern Shore of the Chesapeake Bay. Purpose of deputization is to allow students of the Salisbury University Fraud and Forensic Accounting Program to serve as interns to the Office of the Commonwealth Attorney under the supervision of their professor, as well as to assist the local Eastern Shore Community with fraud expertise.

State of Maryland	Princess Anne, MD
State’s Attorney Office for Somerset County	2020 – Present
<i>Special Investigator</i>	

Serve as the State’s Attorney Special Investigator for Somerset County, Maryland. Assist and advise the State Attorney, the Maryland State Police, Maryland Natural Resources Police, Somerset County Sheriff’s Department, and local police agencies with all manner of investigation concerning financial crime. Recent cases have involved public corruption of government and police officials; government embezzlement; construction fraud; check fraud; and public benefits fraud. In conjunction with Accomack County, VA, handle all financial crime cases on both sides of the Virginia and Maryland border of the Eastern Shore of the Chesapeake Bay. Purpose of deputization is to allow students of the Salisbury University Fraud and Forensic Accounting Program to serve as interns to the Office of the Commonwealth Attorney under the supervision of their professor, as well as to assist the local Eastern Shore Community with fraud expertise.

Goodwin Weber PLLC
Attorney at Law

Virginia, Maryland, Washington, DC
 2013 – Present

Principal attorney of a boutique law firm practicing in Virginia, Maryland, and the District of Columbia.¹ Practice emphasis on forensic accounting; white collar crime; anti-money laundering; professional misconduct (lawyer and CPA); national security whistleblowing; false claims act; corporate governance; regulatory compliance; and all manner of financial disputes.

Notable case: Represented client before Special Counsel Robert Mueller; the Grand Jury Investigation; and in the United States District Courts for the Eastern District of Virginia and the District of Columbia.

[Successfully obtained grant of immunity for client in exchange for client testimony against Paul Manafort and others before Grand Jury.](#) (Winter 2017-2018). Represented client in *United States v. Paul Manafort* criminal trial in Alexandria, Virginia (August 2018, US District Court for the Eastern District of Virginia). Represented client in connection with New York County, New York, District Attorney investigation into various suspects. District Attorney investigation remains pending.

Notable investigation: In 2015-2017, served as the forensic accounting expert to review documents now known as the *Panama Papers*, for the International Consortium of Investigative Journalists, [a project awarded the Pulitzer Prize for Explanatory Reporting in April 2017](#). Investigation focused on the failure of banks, attorneys and accountants to comply with regulatory anti-money laundering and professional ethics requirements.

Technical consultant (and cameo actor) for the Netflix Studios major motion picture [The Laundromat](#), starring Meryl Streep, Antonio Banderas, and Gary Oldman, concerning money laundering and fraud by the global banking, accounting, and legal industries. Debuted in theatres in October 2019, and streaming on Netflix beginning November 2019.

U.S. Securities and Exchange Commission
 Office of Inspector General
Assistant Inspector General for Investigations

Washington, DC
 January 2012 – May 2013

Chief Investigator for the SEC on a nationwide basis. Directed all criminal, civil and administrative investigations into fraud, waste, or abuse concerning SEC programs and operations.

Notable Investigations: Directed and reported misconduct in the investigations into the R. Allen Stanford and Bernard L. Madoff Ponzi schemes, the two largest frauds in U.S. history.

¹ Presently recused from handling state criminal matters on the Eastern Shore of MD and VA, and select criminal matters in the United States District Courts for the District of Maryland and the Eastern District of Virginia.

Federal Deposit Insurance Corporation
 Enforcement Section
 Enforcement Unit I
Chief / Supervisory Counsel for Enforcement

Washington, DC
 Nov. 2010 – December 2011

Supervisory Counsel (Chief) for the FDIC's Enforcement Unit I, responsible for directing all investigative and administrative enforcement matters from the Mississippi River-West, including enforcement oversight of five Regional and Area Offices of the FDIC (San Francisco, Dallas, Memphis, Chicago and Kansas City). Special expertise in overseeing insider abuse/embezzlement by senior bank officials, compliance enforcement, and in Bank Secrecy Act / U.S. anti-money laundering violations.

Notable Investigation: [Directed the first-ever cross border bank failure investigation in the United States and the Peoples Republic of China.](#) Through subordinate staff, assisted the Department of Justice and the SEC with their concurrent investigations.

U.S. Department of the Treasury
Office of the Comptroller of the Currency
 Enforcement Division
Special Counsel for Enforcement

Washington, DC
 Sept. 2000 – November 2010

Served as a senior litigator and investigator responsible for directing the national banking system's most significant investigative and enforcement matters. Supervision of foreign banks licensed to conduct business in the United States. Litigated proceedings before federal Administrative Law Judges; U.S. District Courts; and U.S. Courts of Appeal.

Member of the U.S. Attorney General's Council on White Collar Crime, Subcommittee on Identity Theft, then the [President's Task Force on Identity Theft](#), for a decade. Agency expert on money laundering, intelligence matters, the Foreign Intelligence Surveillance Act, and counter-terrorism finance. Served as Treasury Department foreign technical assistance advisor to governments in Europe, the Asia-Pacific, Latin America and Africa.

Recipient of more than 15 Special Act or Service Awards from the United States government.

United States District Court
Federal Judicial Law Clerk

Syracuse, NY, New York, NY, and Ft. Meyers, FL
 Aug. 1998 – September 2000

Elbow clerk to the Honorable Neal P. McCurn, United States District Judge. Assisted Judge McCurn in New York and the Middle District of Florida, and when Judge McCurn sat by designation on the United States Court of Appeals for the Second Circuit (New York, Vermont and Connecticut).

Teaching and Lecture Experience**Perdue School of Business****Salisbury University****Department of Accounting and Legal Studies**

Salisbury, MD

Clinical Assistant Professor

August 2020 – Present

Full-time faculty member at the Perdue School of Business at Salisbury University, the University System of Maryland school selected to offer a [certificate program in fraud and forensic accounting](#). Concurrently obtaining doctorate in accounting at University of Florida. In Fall 2021, teaching ACCT 490 Accounting Internship, ACCT 450 Advanced Fraud Examination and ACCT 202 Managerial Accounting. In Spring 2022, scheduled to teach ACCT 491 Accounting Internship II, ACCT 453 White Collar Crime, ACCT 202 Managerial Accounting. Technical consultant to the Associated Press, CBS News, and the International Consortium of Investigative Journalists on fraud and money laundering-related investigations. Deputized as a state prosecutorial official on the Eastern Shore of Maryland and Virginia, in order to allow fraud students to assist in financial crime investigations as part of their internships.

University of Maryland

Adelphi, MD

Global Campus (formerly University of Maryland University College)**School of Business***Adjunct Professor*

Summer 2019 – Spring 2020

Summer 2014 – Spring 2017

Adjunct Associate Professor

January 2009 – Summer 2014

UMGC is the largest public university in the United States, and the first university to enter the online-only model. It has the largest number of undergraduate accounting students in the University System of Maryland.

Developed and taught the University's first-ever fraud and forensic investigation course in Spring 2009. Served as the peer-reviewer for academic materials developed for fraud courses; assisted in the creation of the fraud investigation sequence of courses, which allows accounting and criminal justice students to study fraud examination. Served as a university faculty evaluator for UMG's new online learning system.

Nominated for UMG's highest teaching award in Spring 2011 and Spring 2016. Awarded UMG's Teaching Recognition Award in May 2016 – UMG's second-highest teaching award. Recipient of UMG's Faculty Achievement Recognition and 10-year Faculty Service Awards, each in December 2019.

**Robert H. Smith School of Business
University of Maryland**

College Park, MD

<i>Lecturer – Accounting</i>	Summer 2014 – Spring 2019
<i>Academic Director – Fraud Management Programs</i>	Summer 2015 – Spring 2019
<i>Executive Education Fellow – Office of Exec. Education</i>	Summer 2015 – Spring 2019
<i>Lecturer – Criminology and Criminal Justice</i>	Spring 2017 – Spring 2018
<i>Faculty Advisory Board Member – C-BERC</i>	Spring 2017 – Spring 2019
<i>Center for Business, Ethics, Regulation and Crime</i>	
<i>Faculty Fellow – Do Good Institute</i>	Fall 2017 – Spring 2019

Former full time, teaching-track faculty member in the Accounting and Information Assurance Department, with additional teaching duties in the Criminology and Criminal Justice Studies Department. Taught forensic accounting; business ethics; and ethical leadership courses for Smith’s online MBA program, and taught forensic accounting, professional ethics, and organized crime in the undergraduate accounting and CCJS programs. Vast experience teaching accounting students in face-to-face and online-only environments.

In Spring 2016, Awarded Smith School’s Distinguished Teaching Award for undergraduate accounting courses. In Spring 2017, nominated for the American Accounting Association Forensic Accounting Section Best Teaching Innovation Award for use of the Panama Papers Investigation in undergraduate teaching.

In January 2018, featured as one of Poets & Quants Magazine [*Favorite MBA Professors*](#).

**Colorado State University
Global Campus**

Greenwood Village, CO

<i>Accreditation Reviewer / Industry Analyst</i>	Fall 2014 – Spring 2015
<i>Criminal Justice – All Undergraduate and Graduate Programs</i>	

CSU-Global is the only public, state university in the nation that is an exclusively online only format. Served as the Accreditation Reviewer for all criminal justice and criminology programs at the undergraduate and graduate levels, including review of all syllabi, course materials, online classrooms and program requirements. Review of all undergraduate criminal justice programs were completed in November 2014. Review of the graduate level criminal justice programs were completed in December 2014.

**Council of Independent Colleges
Woodrow Wilson Visiting Fellow**

Washington, DC
January 2013 – Present

First founded at Princeton University, the Woodrow Wilson Visiting Fellows program brings prominent artists, diplomats, journalists, and business leaders to campuses across the United States for substantive dialogue with students and faculty members. Through week-long residential programs of classes, seminars, workshops, lectures, and informal

discussions, the Fellows create better understanding and new connections between the academic and nonacademic worlds. First named a Woodrow Wilson Fellow in January 2013.

Stevenson University (formerly Villa Julie College)
School of Graduate and Professional Studies
Adjunct Professor of Forensic Studies and Law

Stevenson, MD
 December 2007 - 2010

Professional-track faculty member teaching undergraduate and graduate courses in leadership, criminal justice and forensic accounting. Courses included face-to-face, hybrid, and online only classes at the undergraduate and graduate levels.

Courses Taught, Publications, and Lectures Presented

Instructor – ACCT 498 and 499 – Advanced Fraud Internship I & II (Fraud Experiential Learning Program), Salisbury University (400-level experiential fraud examination course) Fall 2022; Spring 2023. New course development and law enforcement relationship building. Course is in process of approval by University Undergraduate Curriculum Committee, with anticipated course launch in Fall 2022. Until then, fraud experiential learning is being taught as ACCT 490 & 491 (as described below).

Instructor – ACCT 490 – Accounting Internship I (Fraud Experiential Learning Program), Salisbury University (400-level experiential fraud examination course) Fall 2021

Instructor – ACCT 491 – Accounting Internship II (Fraud Experiential Learning Program), Salisbury University (400-level experiential fraud examination course) Spring 2022

Instructor – ACCT 202 – Managerial Accounting – Salisbury University (200-level principals of accounting course, including corporate social responsibility) Fall 2020; Spring 2021; Fall 2021

Instructor – ACCT 450 – Advanced Fraud Examination – Salisbury University (400-level capstone forensic accounting course for Salisbury’s [forensic accounting certificate program](#)). Fall 2020; Fall 2021

Instructor – ACCT 453 – White Collar Crime – Salisbury University (400-level forensic accounting course). Spring 2021; Spring 2022

Instructor – ACCT 440 – Fraud and Forensic Accounting – University of Maryland Global Campus (400-Level Accounting course – Capstone course for the fraud minor sequence for undergraduate studies) Fall 2019; Spring 2020

Instructor – BMGT 289D – Fraud, Theft and Scams: The How and Why
 University of Maryland (200-Level 3 Credit Undergraduate Course)

Fall 2015; Spring 2016; Fall 2016; Spring 2017; Fall 2017; Spring 2018; Fall 2018;
Spring 2019

Instructor – BMGT 411 – Ethics and Professionalism in Accounting
University of Maryland (400-Level 3 Credit Undergraduate Course)
Fall 2014; Spring 2015; Fall 2015; Spring 2016; Fall 2016; Spring 2017; Fall 2017;
Spring 2018; Fall 2018; Spring 2019

Instructor – CCJS 453 – White Collar and Organized Crime
University of Maryland (400-Level 3 Credit Undergraduate Course)
Spring 2017 – Course Development
Fall 2017 – First Course Launch

Instructor – BMGT 428D – Accounting Future, Past and Present (400-Level 3 Credit
Undergraduate Study Abroad Course)
Winter Break 2018 – One Section (taught abroad in London, Paris and Rome)

Instructor and Course Chair – EMBA 678 – Ethical Leadership (600-Level 2 Credit
Required OMBA Course)
Summer-Fall 2017 – Course Development
Spring 2018 – Four Sections; Spring 2019 – Four Sections
Spring 2018 – Course Chair – Six Sections
Spring 2019 – Course Chair – Eight Sections

Instructor and Course Chair – BUSI 758R – Business Ethics (700-Level 2 Credit MBA
Course)
Fall 2017 – Course Development
Spring 2018 – Four Sections

Instructor and Course Chair – BUAC 714 – Fraud Examination and Forensic Accounting
(700-Level 2 Credit MS in Accounting Course)
Summer 2018 – Course Development
Fall 2018 – Course Chair (multiple sections) and Teaching (one section)

Instructor – BUAC 765 – Business Ethics for Accountants and Auditors – RHS -
University of Maryland (700-Level 3 Credit MS Course)
Fall 2015

Instructor – EMBA 778P – Fraud Examination in the Business Environment – RHS –
University of Maryland (700-Level 2 Credit MBA Course)
Summer 2015 – Course Development
Fall 2015; Summer 2016; Spring 2017; Summer 2017; Spring 2018

Instructor - Fraud Detection and Deterrence in the Business Environment – RHS –
University of Maryland (700-Level 1 Credit Executive MBA Course)
Fall 2016 – Course Development
Spring 2017

Instructor - BERC 600 – Regulatory Compliance (600-Level 3 Credit Graduate Course)
Spring and Summer 2017 – Course Development

Instructor - BERC 601 - Accounting and its use in the Forensic Process
(600-Level 3 Credit Graduate Course)
Spring and Summer 2017 – Course Development

Presenter – *The Bank Secrecy Act – what you need to know about money laundering in 2021*, Association of Certified Fraud Examiners, Nashville Chapter Annual Meeting, Lipscomb University, March 2021, Nashville, TN (presented remotely due to COVID)

Presenter / Host – David P. Weber’s Q&A with US SBA Inspector General Hannibal Ware, Webinar, Pursuit Magazine, November 24, 2020, may be viewed at:
<https://pursuitmag.com/hannibal-ware-discusses-covid-loan-fraud/>

Author – *The Great Fraud Pandemic*, Pursuit Magazine, November 23, 2020, may be read at the following link: <https://pursuitmag.com/the-great-fraud-pandemic/>

Presenter – *All Things Fraud*, Pursuit Magazine, Webinar, November 19, 2020, can be viewed at the following link: <https://pursuitmag.com/november-webinar-fraud/>

Author - *What Every Professional Investigator Needs to Know about Fraud in 2020*, Pursuit Magazine, November 5, 2020, may be read at the following link:
<https://pursuitmag.com/what-every-professional-investigator-needs-to-know-about-fraud-in-2020/>

Presenter - *Open Source Intelligence: Thinking Beyond the Internet*, Pursuit Magazine, Podcast, October 8, 2020, can be listened to at the following link:
<https://pursuitmag.com/podcast-osint-thinking-beyond-the-internet/>

Presenter – *Staying Fraud Free: What Certified Public Accountants Must Know about Trends in Forensics and Fraud*, Virginia Society of Certified Public Accountants, October 28, 2019, Knowledge Now Conference, Fairfax, VA

Presenter - *Bankers, Professionals and Mueller, Oh My: What Fraud Professionals Need to Know about Bank Secrecy Right Now*, Georgia Chapter, Association of Certified Fraud Examiners, and Georgia Chapter, Association of Certified Anti-Money Laundering Professionals, May 10, 2019, Atlanta, GA

Author – *We must Stop Deeming Corporations ‘Too Big to Jail,’* The Hill, February 27, 2019 (Op-Ed on how deferred prosecutions of US and international financial service firms are not effective in curbing misconduct). May be read at the following link:
<https://thehill.com/opinion/finance/431788-we-must-stop-deeming-corporations-too-big-to-jail>

Author – *The Real Green Deal is Money Laundering – and it’s an emergency*, The Hill, February 20, 2019 (Op-Ed on how money laundering by El Chapo and other kingpins and

kelptocrats through our banking system is the real national emergency). May be read at the following link: <https://thehill.com/opinion/finance/430487-the-real-green-deal-is-money-laundering-and-its-an-emergency>

Author – *The Moral Blindness of Virginia’s Democratic Leaders*, The Hill, February 11, 2019 (Op-Ed on how moral blindness can impact business and government leaders, with a focus on the recent scandals in the Commonwealth of Virginia). May be read at the following link: <https://thehill.com/opinion/campaign/429395-the-moral-blindness-of-the-democratic-party>

Author – *The Legal Scandal that No One is Talking About*, The Hill, January 28, 2019 (Op-Ed on Russian and Ukrainian payments, the Special Counsel investigation, and the use of secrecy by legal professionals). May be read at the following link: <https://thehill.com/opinion/finance/427180-the-legal-scandal-that-no-one-is-talking-about>

Author – *The Parable of Bernard L. Madoff*, The Hill, January 21, 2019 (Op-Ed on the need to create an ethical credo for business and government leaders). May be read at the following link: <https://thehill.com/opinion/finance/426256-the-parable-of-bernie-madoff>

Author – *The Inauguration of Jefferson Davis, and Why it Matters Today*, The Hill, January 14, 2019 (Op-Ed on the intersection of Jefferson Davis, Abraham Lincoln and Donald Trump, and the unitary executive). May be read at the following link: <https://thehill.com/opinion/white-house/425122-jefferson-davis-inauguration-and-why-it-must-be-taught>

Author – *New Congress Should Unmuzzle Government Watchdogs*, The Hill, January 7, 2019 (Op-Ed on the history of misconduct by the Executive Branch, and the need for Offices of Inspector General). May be read at the following link: <https://thehill.com/opinion/white-house/424097-new-congress-should-unmuzzle-government-watchdogs>

Author – *The Largest Corporate Scandals of 2018 – the Use of Professionals*, The Hill, December 31, 2018 (Op-Ed on the use of rogue professionals to commit white collar crimes). May be read at the following link: <https://thehill.com/opinion/finance/423238-the-largest-corporate-scandals-of-2018>

Author – *General Mattis’ Message to Garcia*, The Hill, December 24, 2018 (Op-Ed on the need to deliver bad news to leaders, even when they do not want to receive it). May be read at the following link: <https://thehill.com/opinion/white-house/422729-gen-mattis-message-to-garcia>

Author – *Trouble at Tesla: How the Company Can Survive Elon Musk*, The Hill, December 17, 2018 (Op-Ed on corporate governance challenges at Tesla, Inc.). May be read at the following link: <https://thehill.com/opinion/finance/421627-trouble-at-tesla-how-the-company-can-survive-elon-musk>

Author – *Accountants, Bankers, Mueller, Oh My*, The Hill, December 10, 2018 (Op-Ed on ethical lapses by accountants and attorneys in the Special Counsel investigation). May be read at the following link: <https://thehill.com/opinion/finance/420494-accountants-bankers-and-mueller-oh-my>

Author – *Ethical Leadership Must be Taught*, The Hill, December 3, 2018 (Op-Ed on the failures to teach ethical leadership in American business schools). May be read at the following link: <https://thehill.com/opinion/finance/419453-ethical-leadership-must-be-taught>

Author – *Putting America First Means Following the Rule of Law*, The Hill, November 26, 2018 (Op-Ed on ethical leadership during times of crisis). May be read at the following link: <https://thehill.com/opinion/white-house/418136-putting-america-first-means-following-the-rule-of-law>

Author – *The new-look House must pull the pot industry out of the shadows*, The Hill, November 8, 2018 (Op-Ed on the need for banking, accounting and law practice reform due to the revelations of the Panama and Paradise Papers, and the increasing trend of marijuana legalization.) May be read at the following link: <https://thehill.com/opinion/finance/415596-the-new-look-house-must-pull-the-pot-industry-out-of-the-shadows>

Author – *Why Pot Businesses are the New Wild West*, Smith Brain Trust, November 7, 2018 (Education article on the regulation of professionals involved in the marijuana business). May be read at the following link: <https://www.rhsmith.umd.edu/faculty-research/smithbraintrust/insights/why-pot-businesses-are-new-wild-west>

Author - *Tesla board let Musk run roughshod to the detriment of investors*, The Hill, October 2, 2018 (Op-Ed on corporate governance failures at Tesla). May be read at the following link: <https://thehill.com/opinion/finance/409440-tesla-board-let-musk-run-roughshod-to-investors-detriment>

Author – *Businesses Needs Whistleblowers*, The Hill, July 30, 2018 (Op-Ed on history of whistleblowing in private business, and the changes of the Sarbanes Oxley Act). May be read at the following link: <http://thehill.com/opinion/finance/399583-businesses-need-whistleblowers>

Author – *Blowing the Whistle: An American Tradition*, The Hill, November 4, 2017 (Op-Ed on history of whistleblowing in US government during times of upheaval). May be read at the following link: <http://thehill.com/opinion/national-security/358621-blowing-the-whistle-an-american-tradition>

Author - *A Prime Minister's Guide to Money Laundering* – Smith Brain Trust Article – University of Maryland, College Park, June 15, 2016

Academic Director - ABA-RHS Graduate Certificate Programs in Fraud Management Summer/Fall 2016 – content and program creation

Presenter – *A Prime Minister’s Guide to Money Laundering: The Panama Papers and What it Means to Fraud Professionals* (Annual Conference, Heartlands Chapter of the Association of Certified Fraud Examiners, University of Nebraska at Omaha, Omaha, NE; May 2018).

Presenter – *A Cold Wind in Paradise: The Paradise Papers and What it Means to Legal and Accounting Professionals* (Annual Fraud Conference, Association of Certified Fraud Examiners, Las Vegas, NV; June 2018)

Presenter – *A Cold Wind in Paradise: The Paradise Papers and What it Means to Legal and Accounting Professionals* (Annual Educators Conference, Maryland Association of Certified Public Accountants, College Park, MD; May 2018)

Presenter - *The Panama Papers: A Guide to Global Money Laundering and Fraud* (Two Presentations, Annual Fraud Conference, Association of Certified Fraud Examiners, Nashville, TN; June 2017)

Guest Instructor – BMGT 411 – Ethics and Professionalism in Accounting – RHS
(400-Level 3 Credit Undergraduate Course)
Guest lecturer, two sections, Spring 2014

Instructor – ACCT 440 – Forensic and Investigative Accounting – UMUC
(400-Level 3 Credit Undergraduate Course)
Multiple semesters, including Fall 2014; Spring 2015; Fall 2016; Spring 2016; Spring 2017; taught 2009 - 2017.

Instructor – ACCT 438 – Fraud and Forensic Accounting – UMUC
(400-Level 3 Credit Undergraduate Course)
Multiple Semesters, including two sections in Fall 2015; Spring 2015; Summer 2015; taught 2009-2017.

Instructor – ACCT 320 – Fraud Detection and Deterrence – UMUC
(300-Level 3 Credit Undergraduate Course)
Multiple Semesters; 2009 - 2017.

Instructor - Fraud Examination and Analysis – Stevenson University
(600-Level 3 Credit Graduate School Course)
Multiple Semesters; 2007 – 2009.

Instructor - Internet Investigation, Research and Writing – Stevenson
(600-Level 3 Credit Graduate School Course)
Multiple Semesters; 2007-2009.

Instructor - Introduction to Criminal Justice – Stevenson
(600-Level 3 Credit Graduate School Course)
Multiple Semesters; 2007-2009.

Instructor - Banking and Financial Regulation – Stevenson
(400-Level 3 Credit Undergraduate Course)
Fall 2008.

Presenter - Dodd-Frank, Financial Reform, and the Banking Crisis
(Presentation, Annual Fraud Conference, Association of Certified Fraud Examiners,
Washington, DC; Summer 2010).

Instructor - Bank Corporate Governance Misconduct – OCC
Fall 2007; Fall 2008.

Instructor - The Right to Financial Privacy Act – OCC
Spring 2007.

Instructor - Claims of Privilege in Federal Bank Enforcement – OCC
Spring 2007.

Course Developer - Fundamentals of Fraud for State and Federal Examiners and
Investigators (Developed and Prepared Course as Member of FFIEC Task Force)
2007 - 2010 – Federal Reserve Board.

Instructor - Testifying School for State and Federal Investigators and Bank Examiners
Each Semester, 2001 – 2011 – FDIC/Federal Reserve Board/OCC/OTS.

Instructor – Foreign Technical Assistance - Problem Bank Supervision – OCC
2009 – 2010.

Instructor - Foreign Bank Supervisory Training / Foreign Technical Assistance
2008 – 2010 – OCC/Treasury.

Instructor - Rule of Law and Anti-Corruption Training / Foreign Technical Assistance
2005 – Department of State.

Author - *Great day for pets in Maryland – Maryland Court of Special Appeals
Recognizes Emotional Value of Pets* (Practice Article)
May be read at the following link: <http://goodwinweberlaw.com/great-day-pets-maryland-maryland-court-special-appeals-recognizes-emotional-value-pets/>
Published December 17, 2014

Author - *Officio Vocante Parati – Ready When Called, Maryland Bar Journal*
Article on Maryland military from World War I to the present
May be read at the following link: <http://goodwinweberlaw.com/category/news/>
Published March 2014.

Author - Tony Soprano failed to engage in proper estate planning. Don't make his mistake. May be read at the following link: <http://goodwinweberlaw.com/category/news/>
Published July 21, 2013.

Author - Supreme Court Strikes Down Defense of Marriage Act – Major Changes Predicted to Estate, Trust and Tax Law
May be read at the following link: <http://goodwinweberlaw.com/category/news/>
Published June 26, 2013.

Author - Supreme Court Case to Impair Future Regulatory Enforcement Actions
May be read at the following link: <http://goodwinweberlaw.com/category/news/>
Published February 27, 2013.

Specialized Training

U.S. Department of the Treasury, Anti-Money Laundering and Terrorist Financing School

U.S. Department of Justice, Entry-Level Special Agent Training

U.S. Department of the Treasury, Problem Bank Supervision School

U.S. Department of Justice, White Collar and Electronic Crime School

U.S. Department of Justice, Trial Advocacy Program

American Bankers Association, Certificate Program in Anti-Money Laundering Compliance

American Bankers Association, Certificate Program in Anti-Fraud Management

Commonwealth Criminal Justice Academy – Private Investigator – qualified and current through June 2023

Commonwealth Criminal Justice Academy – Advanced Handgun and Police Shotgun Training Program

District of Columbia, Metropolitan Police Department Handgun License (9mm pistol) – qualified and current through May 2020 (Extended indefinitely due to COVID)

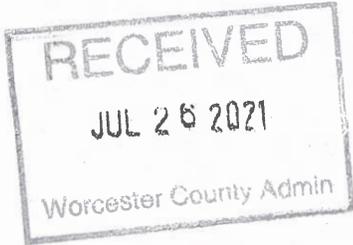
Virginia Department of Criminal Justice Services, advanced handgun (9mm pistol)

Virginia Department of Criminal Justice Services, police shotgun (12-gauge shotgun)

Commonwealth of Virginia (Accomack County Sheriff's Office), law enforcement officer firearms qualification (9mm pistol), current through November 2021

Elder Financial Exploitation – In service investigations training, Fall 2020

Medicolegal Death Investigations – In service investigations training, Spring 2021



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Bill 21-6 Kari's Law resolution to set fines

Date: July 26, 2021

The Department of Emergency Services is seeking your authorization to assign the fine schedule for Bill 21-6 for Kari's Law enforcement.

I am available to answer any questions at your convenience.

Attachments (1)

**RESOLUTION NO. 21-6
RESOLUTION SETTING FINES FOR
"KARI'S' LAW (§ PS 6-301)**

Recitals

- A. The County Commissioners of Worcester County, Maryland recently enacted Worcester County Code § PS 6-301 to require that multiple-line telephone systems allow for direct dialing via 9-1-1.
- B. The County Commissioners have determined the amount of the fine for a violation of that section and the County department responsible for enforcement.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

- 1. The Worcester County Department of Emergency Services is responsible for enforcing § PS 6-301.
- 2. The fines for a violation of § PS 6-301 are as follows:
 - a. \$100 for the first violation;
 - b. \$250 for each additional violation.



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
RE: Tax Credit
DATE: July 26, 2021

I would like to request the County Commissioners authorize 100% tax credits totaling \$12,878.66 for the three Ocean City Chamber of Commerce properties attached pursuant to Section 9-325 of the Tax Property Code. Included with this request is a copy of the letter from the Chamber requesting the credit.

If you have any questions or require any other follow-up, please do not hesitate to contact me.



**The Greater Ocean City, Maryland
Chamber of Commerce, Inc.**

July 6, 2021

Worcester County Board of County Commissioners
Joseph Mitrecic, President
Room 1103 – Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear President Mitrecic:

We are in receipt of our property tax bills for 2021-2022, copies of which are enclosed for your convenience. I would like to request that the Board of County Commissioners grant property tax credits for the Greater Ocean City Chamber of Commerce for account numbers 10-012139, 10-011108, and 10-012147 pursuant to Tax-Property Article §9-325(a)(5) and reissue adjusted bills if necessary.

If you have any questions or require any additional information, please feel free to contact me at 410-213-0144. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nancy Schwendeman", is written over a horizontal line.

Nancy Schwendeman
Deputy Director
Greater Ocean City, MD Chamber of Commerce

Eunice Q. Sorin Visitor & Conference Center

12320 Ocean Gateway, Ocean City, Maryland 21842 • 410-213-0144 • Fax 410-213-7521

www.oceancity.org • info@oceancity.org

DETACH AND KEEP THIS PORTION

ITEM 9

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10011108	2021	07/01/21 - 06/30/22	6234 / 329	State Real Property	317,300	.112000	355.38
				County Real Property	317,300	.845000	2,681.19
MAP GRID PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3				
0026 0006 0392	27399	07/01/21					
CONSTANT YIELD RATE INFORMATION	COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$8.450 - \$.8374 = \$.0076		PRIOR YEAR TAXES DUE				
			TAX SALE				
TOTAL TAXES							3,036.57
PROPERTY DESCRIPTION							
OCEAN CITY MARYLAND CHAMBER OF COM 12320 OCEAN GATEWAY OCEAN CITY, MD 21842							
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM							

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10011108	2021	27399	07/01/2021	Jul	-13.40	3,023.17				
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM			LEVY PERIOD 07/01/21 - 06/30/22	Aug	0.00	3,036.57				
				Sep	0.00	3,036.57				
				Oct	15.19	3,051.76				
				Nov	30.36	3,066.93				
				Dec	45.55	3,082.12				
				Jan	75.92	3,112.49				
				Feb	106.27	3,142.84				
				MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027399500003023173

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10011108	2021	27399	07/01/2021	Jul	-6.70	1,511.58				
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM			LEVY PERIOD 07/01/21 - 06/30/22	Aug	0.00	1,518.28				
				Sep	0.00	1,518.28				
				Oct	0.00	1,518.28				
				Nov	0.00	1,518.28				
				Dec	0.00	1,518.28				
				MAIL WITH SECOND SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027399500001511563

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10011108	2021	27399	07/01/2021	Jul	-6.70	1,511.59				
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM			LEVY PERIOD 07/01/21 - 06/30/22	Aug	0.00	1,518.29				
				Sep	0.00	1,518.29				
				Oct	15.19	1,533.48				
				Nov	30.36	1,548.65				
				Dec	45.55	1,563.84				
				MAIL WITH FIRST SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027399500001511591 **9 - 3**

DETACH AND KEEP THIS PORTION

ITEM 9

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012139	2021	07/01/21 - 06/30/22	3471 / 564	State Real Property	1,192,500	.112000	1,335.60
MAP GRID PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	County Real Property	1,192,500	.845000	10,076.63
0026 0006 0392	27481	07/01/21					
CONSTANT YIELD RATE INFORMATION	COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8374 = \$.0076		PRIOR YEAR TAXES DUE	TAX SALE			
TOTAL TAXES							11,412.23
PROPERTY DESCRIPTION							
OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC 12320 OCEAN GATEWAY OCEAN CITY, MD 21842				PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10012139	2021	27481	07/01/2021	Jul	-50.38	11,361.85				
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR		LEVY PERIOD 07/01/21 - 06/30/22	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00	11,412.23				
				Sep	0.00	11,412.23				
				Oct	57.06	11,469.29				
				Nov	114.13	11,526.36				
				Dec	171.18	11,583.41				
				Jan	265.30	11,697.53				
				Feb	399.44	11,811.67				
				MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027481100011361854

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10012139	2021	27481	07/01/2021	Jul	-25.19	5,680.92				
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR		LEVY PERIOD 07/01/21 - 06/30/22	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00	5,706.11				
				Sep	0.00	5,706.11				
				Oct	0.00	5,706.11				
				Nov	0.00	5,706.11				
				Dec	0.00	5,706.11				
				MAIL WITH SECOND SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027481100005680921

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10012139	2021	27481	07/01/2021	Jul	-25.19	5,680.93				
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR		LEVY PERIOD 07/01/21 - 06/30/22	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00	5,706.12				
				Sep	0.00	5,706.12				
				Oct	57.06	5,763.18				
				Nov	114.13	5,820.25				
				Dec	171.18	5,877.30				
				MAIL WITH FIRST SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027481100005680939

DETACH AND KEEP THIS PORTION

ITEM 9

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012147	2021	07/01/21 - 06/30/22	546 / 40	State Real Property	14,300	.112000	16.02
				County Real Property	14,300	.845000	120.84
MAP GRID PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3				
0026 0006 0392	27482	07/01/21					
CONSTANT YIELD RATE INFORMATION	COUNTY RATE - CONSTANT YIELD = DIFFERENCE		PRIOR YEAR TAXES DUE				
	\$.8450 - \$.8374 = \$.0076		TAX SALE				
TOTAL TAXES							136.86
PROPERTY DESCRIPTION							
OCEAN CITY MD CHAMBER OF COMMERCE INC THE 12320 OCEAN GATEWAY OCEAN CITY, MD 21842				PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012147	2021	27482	07/01/2021	Jul	-0.60	136.26
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/21 - 06/30/22	Aug	0.00	136.86
				Sep	0.00	136.86
				Oct	0.68	137.54
				Nov	1.37	138.23
				Dec	2.05	138.91
				Jan	3.42	140.28
				Feb	4.79	141.65
MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082021400027482900000136267

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012147	2021	27482	07/01/2021	Jul	-0.30	68.13
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/21 - 06/30/22	Aug	0.00	68.43
				Sep	0.00	68.43
				Oct	0.00	68.43
				Nov	0.00	68.43
				Dec	0.00	68.43
MAIL WITH SECOND SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

0240208202140002748290000068130

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012147	2021	27482	07/01/2021	Jul	-0.30	68.13
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/21 - 06/30/22	Aug	0.00	68.43
				Sep	0.00	68.43
				Oct	0.68	69.11
				Nov	1.37	69.80
				Dec	2.05	70.48
MAIL WITH FIRST SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

0240208202140002748290000068130 9 - 5

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

ITEM 10



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland

21863-1195

July 27, 2021

TO: Harold L Higgins, CPA, Chief Administrative Officer
FROM: Candace Savage, Incoming Budget Officer *CS*
RE: FY2022 Lymantria Dispar (formerly known as Gypsy Moth) Survey Estimate

Based on Lymantria dispar (formerly known as the gypsy moth) populations and trends, the Maryland Department of Agriculture has estimated that Worcester County will need to conduct approximately 105 surveys at an estimated cost to the county of \$1,785. The current FY2022 budget is \$1,700 and this may result in an authorized over expenditure of \$85. The invoice for the surveys is normally received in the spring.

I am requesting Commissioner approval to participate at the level that the Maryland Department of Agriculture has estimated.



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Julianne A. Oberg, Deputy Secretary

Forest Pest Management

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

ITEM 10

Agriculture | Maryland's Leading Industry

410.841.5922 Baltimore/Washington
410.841.5835 Fax
800.492.5590 Toll Free

July 9, 2021

Mr. Harold Higgins, Chief Administrative Officer
Worcester County Commissioners
One West Market St., Rm. 1103
Snow Hill, MD 21863-1195

Dear Mr. Higgins:

Thank you for your past participation in the Maryland Department of Agriculture's Forest Pest Management (FPM) Program for identification and control of gypsy moth populations for Worcester County and its citizens. The goal of the FPM Program is to identify developing pest infestations and to be able to respond appropriately before significant damage occurs. The survey function of the cooperative gypsy moth suppression program allows us to identify and measure any gypsy moth problems and to plan the most effective response to defoliating populations before the pests damage valuable landscape and forest trees.

The purpose of this letter is to outline the plans we have for the cooperative gypsy moth survey this fall (2021) for your county and to give an estimate of the county cost share amount that would be needed to complete these surveys. Gypsy moth egg masses are counted in the fall and winter in pre-established sites located in the high value urban and rural forested lands of Worcester County. The survey results permit us to predict the level of gypsy moth caterpillar populations the following spring in each area. Population data provides a clear picture of the possible damage to the foliage, and consequently to the trees, that may be caused by the pests in the spring (2022) and whether any aerial suppression may be warranted.

Based on our information about gypsy moth populations and trends in Worcester County, we will need to conduct approximately 105 surveys at an estimated cost to the county of \$1,785.00. This amount represents a 50% cost share on local costs to perform these surveys on non-State land. Please, let us know as soon as possible, preferably by **July 30th** if you will be able to participate at this level. These figures **do not** include additional funds that may be needed for aerial spraying. It will not be possible to estimate 2022 spray acreage until the end of the year. At that time, we will give you cost estimates so that you can advise us regarding county support for suppression spraying. We will try to keep you updated on our findings as the fall survey season continues.

If you have any questions regarding the Forest Pest Management Program or would like information on any forest pests, do not hesitate to contact us. The Easton field office number is (410) 822-8234.

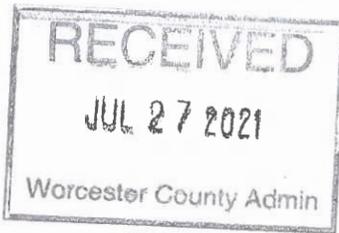
Thank you for working with us to protect our valuable rural and urban forest resources.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Kuhn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig Kuhn, Program Manager
Forest Pest Management
Craig.kuhn@maryland.gov

CMK/mes
Cc Heather Disque



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Coastal Bays Watershed Restoration Funding
Potential Projects

Date: July 26, 2021

Environmental Programs was recently approached by the watershed restoration division at the Maryland Department of the Environment (MDE) regarding two (2) projects in the Assawoman Bay Watershed. As you will recall, we have previously completed the *Coastal Bays Watershed Plan* and received approval from MDE and the US Environmental Protection Agency (USEPA) for the Assawoman watershed. That approval allows Worcester County and our local partners to apply for Clean Water Act 319 funding. Section 319 funds are defined under the Federal Clean Water Act Section §319(h), and grant funds are periodically available to the states to reduce or eliminate water quality impairments that are associated with nonpoint source pollution. The project scopes for the two projects include the following:

1. The Greys Creek project (within Greys Creek Nature Park) will restore approximately 300 linear feet of tidal shoreline, 9,000 square feet of tidal wetlands and install approximately 15,000 square feet of riparian buffer. (Budget estimate \$123,000)
2. The Back Creek project will restore approximately 10 acres of non-tidal wetlands, 1,400 linear feet of stream/ditch restoration, and install approximately 10 acres of riparian forest buffer on private lands. (Budget estimate \$306,000)

The Greys Creek living shoreline restoration project is an extension of a living shoreline restoration completed 7 years ago and included involvement of County staff, staff from the Maryland Coastal Bays Program, and MD DNR staff. The Back Creek project will be located on private lands, but has a willing landowner and offers an opportunity to install an extensive array of best management practices in the proposed restoration work scope.

Citizens and Government Working Together

The funds for these projects have been approved for award. While these projects were submitted by the Maryland Coastal Bays Program, MDE would like to explore the award of these grants to the County as they may have contractual issues with a pass-through of federal grants to a Non-governmental organization (NGO) like MD Coastal Bays. MDE is proposing we work with Coastal Bays to incorporate them as a grant partner in the project scope and budget.

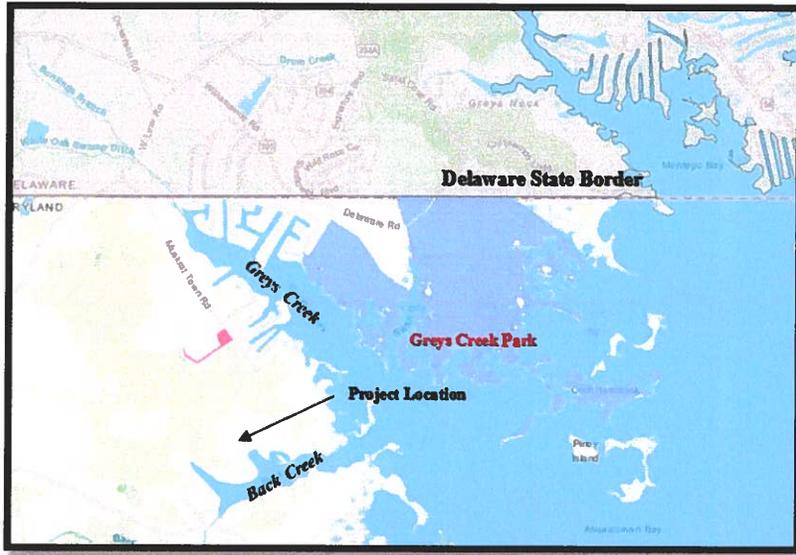
Environmental Programs is quite familiar with all of the work proposed in these projects as well as the contractual and reporting requirements involved. The local permitting and inspection of this work would have gone through this office if we were not involved in the grant. We have adequate staff to undertake this work in partnership with Maryland Coastal Bays. Part of the project re-scoping will account and budget for county staff involvement.

I would respectfully request permission from the County Commissioners to explore reworking the project scope and budget to bring an acceptable Memorandum of Understanding back to the Commissioners for approval so these grants can be awarded and the work completed.

If you have any questions or need any additional information please let me know.

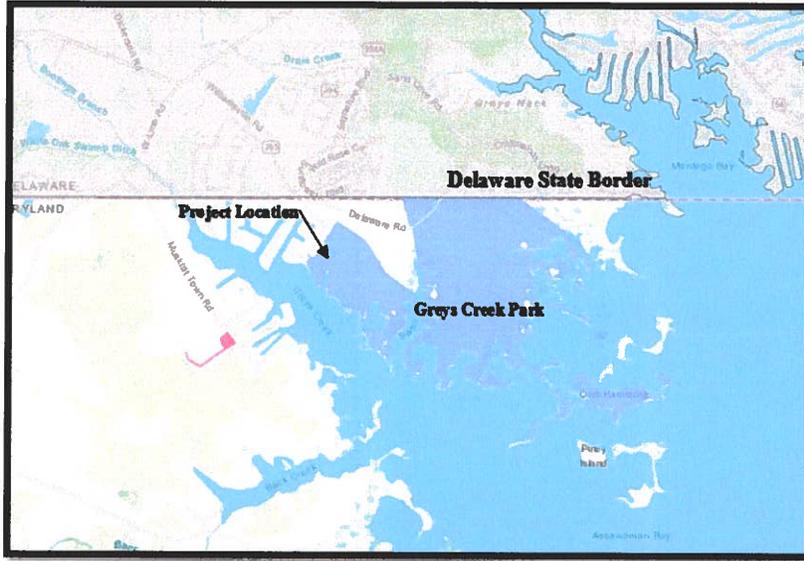
cc: David Bradford
Jenelle Gerthoffer
Katherine Munson

Back Creek Project Figures



Citizens and Government Working Together

Grey's Creek Project Figures



Citizens and Government Working Together



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Conservation Reserve Enhancement Program (CREP)**
Updated MOU

Date: July 26, 2021

I am pleased to transmit a copy of an updated MOU/Agreement between Worcester County and Maryland Department of Natural Resources for cooperation regarding implementation of the Maryland Permanent Easement component of the CREP program. In the attached memorandum from Ms. Munson, she describes the updated agreement and the purpose and funding of the CREP program.

There are only nine (9) Maryland counties eligible for this voluntary conservation program and we have the necessary staff to provide the administrative functions required. This MOU is essentially the same as prior agreements and would not cost the county to participate. In fact, we will be reimbursed for this work at the rate of 3% of the value of each transaction and at a similar rate of 1.5% for long term monitoring costs. All of the land protected by the CREP program will count towards the goal of 80% protection of Agricultural Lands under the Priority Preservation Element of the *Worcester County Comprehensive Plan*. I would also point out that farm acreage participating in this program that fall within the Coastal Bays watershed would qualify for nutrient reductions credited to their specific bay watersheds in the *Coastal Bays Watershed Plan* according to the land practice involved.

I would therefore recommend that the County Commissioners authorize President Mitrecic to execute this MOU for this worthy program. As always, Ms. Munson and I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: David Bradford, Deputy Director
Katherine Munson, Planner V



Worcester County
Department of Environmental Programs

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner V *KM*

Subject: CREP Permanent Easement Program, Updated MOU

Date: July 19, 2021

Attached please find an updated MOU/agreement with Maryland Department of Natural Resources (MD DNR) establishing a cooperative relationship between Worcester County and MD DNR regarding implementation of the Maryland Permanent Easement component of the Conservation Reserve Enhancement Program (CREP).

This would update the MOU/agreement signed in 2009. This is required because of changes MD DNR has made to the Easement Valuation System (EVS), which is included in the MOU.

Since 2009 Worcester County has acquired eight (8) CREP permanent easements totaling over 650 acres (see attached map).

The CREP Permanent Easement Program purchases permanent easements on properties that contain an active CREP contract. The easement protects the entire property, and requires that the CREP practice be maintained in perpetuity.

The purpose of the CREP program is to protect water quality and enhance/create habitat by removing marginal agricultural land from production and replacing it with perennial native vegetation. In order for a landowner to sell a permanent CREP easement, first the landowner must enter into a 15-year CREP contract with USDA (FSA). The easement would be co-held by Maryland Department of Natural Resources and the county. The landowner is paid on a per acre basis for the land in CREP contract and "match" land that is in woodland or grassland, up to a 1:10 ratio. Any remaining land on the property must also be encumbered by the easement, but may remain in farmland.

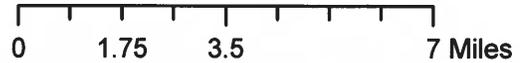
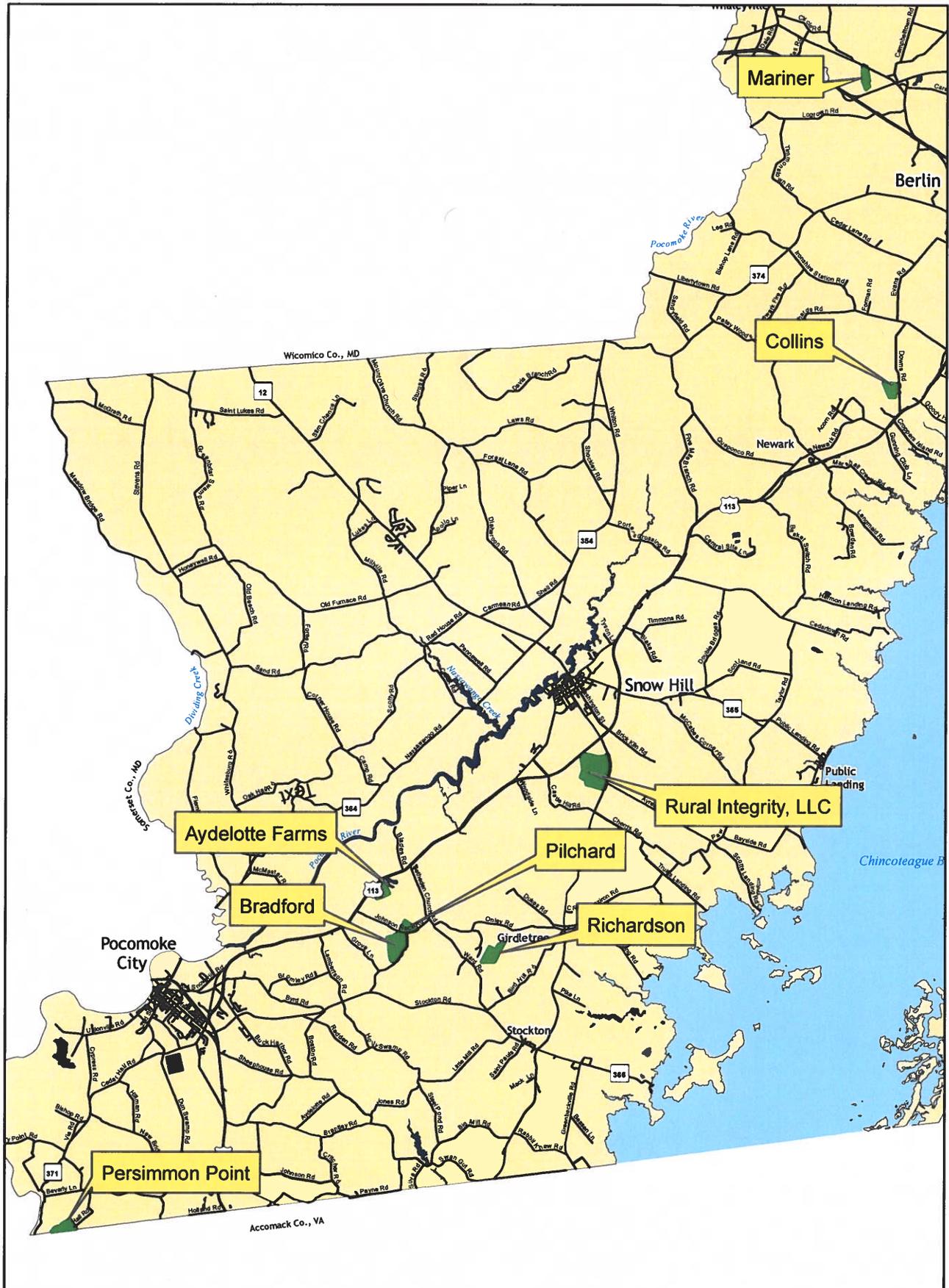
The CREP Permanent Easement Program is funded by real estate transfer tax revenue (Maryland Program Open Space dollars). All costs of the program are covered by MD DNR. Worcester County is reimbursed for all costs, including administrative costs (3% of easement value) and long term monitoring costs (1.5% of easement value).

Please contact me with any questions.

Attachments

Citizens and Government Working Together

CREP Permanent Easements, Worcester County





Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Acting Deputy Secretary

July 16, 2021

Ms. Katherine Munson
 Worcester County Department of Environmental Programs
 1 West Market Street Suite 1306
 Worcester County Government Center
 Snow Hill, MD 21863

Dear Ms. Munson:

This letter serves to update and/or establish an agreement between the Maryland Department of Natural Resources (DNR) and Worcester County with regard to implementation of the Maryland Permanent Easement component of the Conservation Reserve Enhancement Program (CREP). DNR seeks to work in cooperation with Worcester County and other organizations such as land trusts to establish perpetual conservation easements on Conservation Reserve Enhancement Program lands. The following describes the roles and responsibilities that will be taken on by both parties, DNR and Worcester County.

DNR Roles & Responsibilities

- DNR provides technical assistance to all CREP Permanent Easement Sponsors regarding the easement component of CREP, including training, materials, resources, documents and guidance.
- DNR coordinates review of the Project Agreement developed for CREP easements so that the Project Agreement can be sent to the Board of Public Works through Program Open Space. The Project Agreement will provide the information necessary for the CREP easement to be handled by LAP staff and is subject to funding availability and approval by the Board of Public Works.
- Following approval of the CREP Permanent Easement Project Agreement by the Board of Public Works, DNR provides the easement payment to the CREP Sponsor directly. Subject to Board of Public Works approval, DNR may provide, through Program Open Space funds, remittance for administrative costs (up to 3% of easement value), program compliance costs (up to 1.5% of easement value) and project incidental costs including recording fees, settlement fees, attorney fees, surveys and title report costs. Incidental costs must be documented in the Project Agreement when the project is submitted.
- In most cases, DNR jointly holds the easements with the local CREP Sponsor under the terms written in the Permanent CREP easement, and DNR will oversee and approve efforts to enforce the easement including, but not limited to, approval of the protocols referenced below (see Sponsor Roles & Responsibilities).

Tawes State Office Building – 580 Taylor Avenue – Annapolis, Maryland 21401
 410-260-8DNR or toll free in Maryland 877-620-8DNR – dnr.maryland.gov – TTY Users Call via the Maryland Relay

Sponsor Roles & Responsibilities

- CREP Sponsor provides outreach and education to landowners and farmers about CREP easements.
- CREP Sponsor coordinates preparation of all the necessary documents of the easement transaction such as preparation of the CREP easement, title report, maps, Agreement of Sale, any subordinating agreements, deeds, CREP contract, and any other necessary documentation specified in the Project Agreement or agreed upon by DNR and
- CREP Sponsor submits a monitoring protocol to DNR for review and approval. The protocol may adhere to the Land Trust Alliance's standards and practices for monitoring and stewardship, and includes:
 - A monitoring form for performing site visits on an eased property.
 - A protocol statement as to how the easement co-holders will work cooperatively and make joint decisions.
 - A protocol statement on who will monitor, how decisions are made, how violations will be addressed, how enforcement will take place, and how and at what point DNR will become directly involved in enforcement.
 - CREP Sponsor and/or designee conducts monitoring site visits and provides documentation with associated backup material resulting from the visit, including completed Monitoring Report forms and relevant photographs, correspondence, surveys, aerial maps, etc. of the site visit to DNR a minimum of every three years beginning at the date of project settlement.
 - CREP Sponsor contacts landowner to schedule the site visit and upon completion notifies the landowner in writing of results of the monitoring visit.
 - Subject to any role which DNR will have in enforcement pursuant to the above-referenced protocols, CREP Sponsor is responsible for enforcing the terms of the easement, addressing violations and ensuring that actions are taken to correct any violations.
 - CREP Sponsor is responsible for notifying DNR of any violations found and corrective actions taken to bring the property into compliance with the easement terms.
 - CREP Sponsor is responsible for maintaining files of monitoring reports and backup documentation and materials for all CREP easements.

Valuation of CREP Permanent Easements.

CREP Sponsor and DNR shall use the following Easement Valuation Formula without alteration or exceptions unless otherwise approved by DNR:

This agreement is intended to create a cooperative relationship between CREP Sponsor and the Maryland Department of Natural Resources. This agreement shall remain valid unless replaced by a new agreement or terminated by mutual agreement of both parties. Specific conditions of CREP and of individual joint easements will be enumerated in separate agreements.

Please evidence your agreement to the terms contained in this letter by signing below.

Sincerely,



Tom McCarthy
Conservation Easement Supervisor
MARYLAND DEPARTMENT OF NATURAL RESOURCES

Signed in agreement to the terms contained in this letter:
[Worcester County]

By: _____

Title: _____

Please sign the original letter and return to:

Maryland Department of Natural Resources
Land Acquisition & Planning E-4
Attention: Tom McCarthy
580 Taylor Avenue
Annapolis, MD 2140

STEP TWO: IF TOTAL PERCENTAGE POINTS EXCEED 60%, APPLY APPROPRIATE CAP

Does this easement achieve whole farm protection and extinguish development rights?

If YES: Total Percentage Points Cap set at 75% (this is on par with Rural Legacy and MALPF caps)

If NO: Cap set at 60% (please discuss with DNR prior to moving forward in these situations)

The purpose of this is to cap the percentage of fee simple FMV that will be paid for an easement.

STEP THREE: MULTIPLY TOTAL PERCENTAGE POINTS (with CAP applied)

BY MOST CURRENT MALPF PER ACRE FMV

Total percentage points from three factor formula, application of appropriate cap on that percentage total
x current MALPF FMV per acre = Easement Per Acre Value.

CREP VALUATION FORMULA – WORKSHEET

Property Owner Name _____

STEP 1: APPLICATION OF THREE FACTOR FORMULA

I. PROPERTY LOCATED IN TARGET AREA (Max 60 %)

A. Property in Targeted Level 1 County _____
(60%)

B. Property in Targeted Level 2 County _____
(40%)

II. AVERAGE BUFFER WIDTH FOR RIPARIAN BUFFERS BASED ON NUTRIENT EFFICIENCY

(Max 20 %)

1. 35 feet _____
(0%)

2. 36-100 feet _____
(5%)

3. 101-250 feet _____
(10%)

4. 251+ feet _____

(20%)

III. TOTAL CURRENT CREP CONTRACT ACRES (GOING INTO PERMANENT EASEMENT)

(Max 20%)

A. 0 -5 acres _____

(0%)

B. 6 – 10 acres _____

(5%)

C. 11 – 20 acres _____

(10%)

D. 21 – 40 acres _____

(15%)

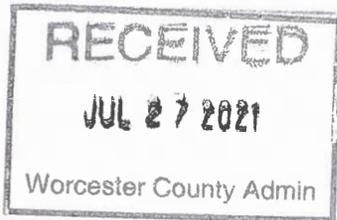
E. 41+ acres _____

(20%)

TOTAL FORMULA Percentage Points _____



Worcester County
Department of Environmental Programs



Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Critical Area Grant – FY 2021

Date: July 26, 2021

I am pleased to transmit a copy of our FY 2022 Critical Area Grant Agreement between Worcester County and the State Critical Area Commission for our 2022 operational funding from the Commission. This is an annual reoccurring grant that provides us with limited funding for the administration of our Atlantic and Coastal Bays Critical Area Programs.

The grant requires us to do no additional work over and above the exemplary work staff performs on a daily basis to administer the program. Funding for the upcoming fiscal year is in the amount of \$9,000 which represents only a very small portion of our actual program cost. The state has again attempted to reduce the level of reimbursement, but we have persevered in retaining this modest grant with the help of CAC staff. I respectfully recommend that the County Commissioners authorize County Commissioner President Mitreic to execute the documents where indicated so that we may claim our funds.

As always, Ms. Gerthoffer and I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: David Bradford, Deputy Director
Jenelle Gerthoffer, Natural Resources Administrator



Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert J. Mitchell, Director

From: Jenelle Gerthoffer, Natural Resources Administrator (JG)

Subject: Critical Area Commission Grant Agreement for Fiscal Year 2022

Date: July 19, 2021

Attached is a copy of the Critical Area Commission Grant-In-Aid Program Agreement for Fiscal Year 2022. The agreement is provided for review and approval by the Worcester County Commissioners; therefore, I am requesting that this item be placed on the agenda for the next County Commissioners meeting. The 2022 Scope of Work and Budget have also been supplied for reference.

Each year, Natural Resources' notifies the Commission that grant assistance funding could be used to assist in the implementation of the local Critical Area Programs. By signing this agreement, Environmental Programs/Natural Resources will receive \$9,000 in funding to be used for the purpose of assisting with the responsibilities in overseeing the local Chesapeake Bay and Coastal Bay Critical Area Programs. It should be noted that the grant amount is the same as last year's grant; however, numerous counties within the State have had their grant amounts significantly reduced to \$3,000 and less.

Should you have any questions or concerns, you can reach me at extension 1147. Thank you.

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM

GRANT AGREEMENT PO#: K00P2600057

THIS GRANT AGREEMENT, entered into this **1st** day of **July 2021**,
by and between

STATE OF MARYLAND
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
Hereinafter ("Critical Area Commission"),

And

Worcester County, MD

Hereinafter ("Grantee")

WHEREAS, funding has been appropriated by the General Assembly to the Critical Area Commission for **Fiscal Year 2022**, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, MD.CODE ANN., Natural Resources II, §8-1801 et seq., (2012 Repl. Vol. as amended) ("the Act"); and

WHEREAS, the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 et seq. ("Criteria"); and

WHEREAS, the Grantee has notified the Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission 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 2022 (July 1, 2021- June 30, 2022) in the amount of Nine Thousand Dollars (\$9,000).**

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee's Program, by proposing a Program Amendment or Refinement, as applicable, for the Commission's review and approval. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in MD Code, Natural Resource II 8-1808 (c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Commission and shall expire June 30, 2022. This agreement may be amended only with the written approval of the Commission.
4. The Commission shall reimburse the Grantee for expenses authorized under the grant upon the Grantee's submission of **two (2) Progress status reports and one (1) invoice**. (Refer to pages 1-3), Article V of Appendix A – FY22 “Scope of Work and Funding Guide Local Governments” for minimum requirements.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached Scope of Work is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. The attachments: Appendix A – FY22 “Scope of Work and Funding Guide for Local Governments and Scope Outline” and Appendix B -"Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)” are hereby incorporated into and made an integral part of this Grant Agreement.
8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure, identified in the aforementioned Appendix B - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by Department of Natural Resources, Critical Area Commission, will bear

the following statement on the cover or first page:

“This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays. The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
 - i. Data and products collected, manipulated, or directly purchased, as part of the Grant shall become the property of CAC.
 - ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC’s use of such data.

- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this agreement utilizing funds administered by CAC through Match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.

- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

- D. All deliverables will be submitted directly to the Grant Administrator at the Commission. **Two (2) Progress status reports and One (1) Invoice at the end of the project** shall be submitted in electronic format. 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 in electronic format. Please email Reports and Invoice to: cacgrants.dnr@maryland.gov

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate.

Two (2) Project Status Reports and One (1) Invoice are due for this contract.

First Project Status Report is due to Commission on January 15, 2022 for work completed on the project between July 1, 2021 through December 31, 2021. No request for payment should be submitted to Commission with the first Status Report.

The Final Invoice is due to the Commission on May 15, 2022.

The Second and Final Project Status Report is due to the Commission on July 15, 2022 for work completed on the project between the periods of January 1, 2022 and June 30, 2022. Both Reports and Invoice should be emailed to: cacgrants.dnr@maryland.gov

<u>Due Dates</u>	<u>Reporting Time Frame</u>
January 15, 2022	1st Progress Report Work completed July 1, 2021-December 31, 2021
May 15, 2022	Final Invoice Due
July 15, 2022	2nd/Final Report Due Work completed January 1, 2022 – June 30, 2022

10. The Commission 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. Should the Commission determine that Grant funds have been expended for activities outside of the

Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.

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

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

Signatory for the Grantee for: (Grantee Name)

GRANTEE WITNESS

GRANTEE

PRINT NAME & TITLE

Signatory for the Commission:

COMMISSION WITNESS

Katherine Charbonneau, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

Signatory for Procurement Division:

DNR WITNESS

Scharrence Richardson
Procurement Officer
Department of Natural Resources

Approved as to form and legal sufficiency

Rachel L. Eisenhauer
Assistant Attorney General
Department of Natural Resources

APPENDIX A**CRITICAL AREA COMMISSION FOR THE CHESAPEAKE
AND ATLANTIC COASTAL BAYS****SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS****I. PURPOSE**

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

Questions or inquiries about the agreement for funding should be directed to the Grant Administrator: cacgrants.dnr@maryland.gov

The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit **two (2) activity reports and one (1) invoice** to the **Grant Administrator** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment. In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the billing period, the name of signing authority who will be responsible for

verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary forms, expense accounts, time sheets or any other support documents provided to the Commission.**

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices <u>with</u> receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the grant time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

<u>Category</u>	<u>Description</u>
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	<p>In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related.</p> <p>If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p> <p>VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u></p>

be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a “contractual agreement” is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted **with two (2) progress reports and one (1) invoice.**

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under “PERSONNEL AND BENEFITS,” and not as a contractor under “CONSULTANTS/ LEGAL.”

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits:

Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2022 shall be from July 1, 2021 through June 30, 2022.** Unless there is a "No-Cost Extension" granted by the Commission, **all unspent monies will revert back to the Commission by June 30th of each year.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the Grant Administrator at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and

2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: 1) justification for extension; and 2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the Grant Administrator no later than May 15st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 15st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2022. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

X. STATUS REPORTS

Two (2) Status reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Grant Administrator at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

<u>Due Dates</u>	<u>Reporting Time Frame</u>
January 15, 2022	Progress Status Report for Work completed July 1, 2021 – December 31, 2021 (No Invoice)
May 15, 2022	Final Invoice Due
July 15, 2022	Final Status Report Due for work completed January 1, 2022 – June 30, 2022

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator at the Commission and written approval provided, before they can be included in the annual report. An electronic copy of the annual report shall be submitted to the Grant Administrator at the Commission.

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment on May 15, 2022.**

An Invoice dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation.

XII. WORK PRODUCTS

1. **Two (2) Status reports and One (1) Invoice are required**, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Artic Property.

APPENDIX B

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS GRANT-IN-AID PROGRAM (REV. 04/16)

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 *et seq.* of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant-In-Aid Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

A. “Basic Agreement” means the executed document to which the general conditions contained herein are appended or incorporated.

B. "Agreement" means the agreement between the Department and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.

C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.

D. "Grantee" means the State agency, political subdivision or government entity obligated to perform services for the Department under this Agreement.

E. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

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

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and works pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable

causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

E. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright,

trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) 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; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department 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 Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency

By: Rachel L. Eisenhauser

Office of the Attorney General

Department of Natural Resources

April 2021



**WORCESTER COUNTY
FISCAL YEAR 2022
SCOPE OF WORK FOR
CRITICAL AREA PROGRAM FUNDING**

TASK 1: Review development projects located in the Critical Area to ensure compliance with local Critical Area Programs.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	The Natural Resources Planner will review permits, site plans, subdivision plats, agendas for various monthly board meetings, and provide comments to ensure compliance with the Critical Area regulations.
2. Oversee approval process.	Ongoing	Local Govt.	The Planner will prepare staff reports. They will attend the following meetings: Technical Review Committee, Planning Commission, Board of Zoning Appeals, and Shoreline Commission. In accordance with COMAR, applicable projects will be forwarded to the Critical Area Commission (CAC) for review and comments.
3. Provide technical assistance.	Ongoing	Local Govt.	A monthly building permit log is maintained for all permits issued in the Critical Area. A summary sheet is maintained for Critical Area

			variance requests. Quarterly reports are submitted to the CAC.
--	--	--	--

TASK 2: Review, update, develop, and implement changes to and incorporate new legislation into local Critical Area Programs through zoning ordinances, subdivision regulations, comprehensive plans, maps, and policies.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review the proposed changes to the Zoning and Subdivision Control Article, based on the Comprehensive Plan being implemented, for consistency with the Critical Area Ordinance.
2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will work with Administrators to develop new ordinance language, regulations, plans and policies, to implement changes set forth in State Legislative Bills.
3. Adopt new legislation.	Ongoing	Local Govt.	Prepare Resolution(s) for revisions or additions to existing Ordinance, which incorporates State legislation.

TASK 3: Comprehensively review local programs as mandated by the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review local program and maintain comments and office policies for consistency with State legislation.

2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Prepare Amendments and Refinements, as necessary, for new ordinance language, regulations, plans and policies.
3. Adopt new legislation.	Ongoing	Local Govt.	Implement new adopted legislation.

TASK 4: Provide for enforcement of local Critical Area regulations by performing site visits, responding to complaints, issuing citations and “Stop Work” orders, and following up on mitigation and remediation efforts.

Activities	Time Line	Responsible Entity	Deliverables
1. Respond to complaints and perform site visits.	Ongoing	Local Govt.	In response to complaints, Inspectors will perform site visits and maintain field reports, and pictures in project files. Provide on-site consultation. If a violation is cited, a violation log will be maintained.
2. Issue citations and “Stop Work” orders.	Ongoing	Local Govt.	If warranted, Inspectors will issue enforcement activity in the field (i.e. Stop Work Orders). Follow-up with certified letters and citations to properly owners pursuant to HB 1253 violation criteria.
3. Follow up on mitigation and remediation efforts.	Ongoing	Local Govt.	Inspectors and Planner will perform inspection to verify compliance with permit conditions or remediation efforts. Field reports will be prepared and maintained in project fields, Secure Planting Agreement and Bonds, Where applicable.

TASK 5: Provide general assistance to property owners within the Critical Area including explanation of regulations and discussion of development options on properties affected by the Critical Area regulations.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide assistance.	Ongoing	Local Govt.	Planner and Inspectors will provide assistance via telephone, email, regular mail, office meetings, and site visits as required or requested. Any relevant notes, surveys, and plans will be placed in the project files.

TASK 6: Educate the public about the Critical Area regulations through presentations to community groups, civic associations, business organizations, and schools. Develop brochures, publications, and displays that educate the public about the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Make presentations.	Ongoing	Local Govt.	Seminars are encouraged and conducted upon request.
2. Develop brochures, publications, information guides, and displays.	Ongoing	Local Govt.	Existing Information Brochures are reviewed and updated as needed to help assist and educate the public on Critical Area issues. Information is also available on-line in the Worcester County Government Website.

TASK 7: Coordinate Critical Area Program activities with other local, State, and federal agencies to facilitate effective implementation.

Activities	Time Line	Responsible Entity	Deliverables
1. Review and comment on Development proposals.	Ongoing	Local Govt.	Planner will provide CAC proposed applications for review and comments per COMAR. Also verify approvals from appropriate State and Federal agencies

			prior to issuance of local permits.
2. Develop, refine, and implement policies for interagency cooperation.	Ongoing	Local Govt.	Staff will continue to coordinate information with DNR and MDE, and prepare Memorandums of Understanding, if needed.
3. Share common problems and develop appropriate solutions.	Ongoing	Local Govt.	Attend quarterly MACO meetings for guidance. Attend Technical Review Committee monthly meetings and Wetlands Planners Group quarterly meetings. Also, arrange on-site meetings, when warranted.

TASK 8: Use fees-in-lieu or offset monies collected to promote the goals of the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Plant riparian forest buffers.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for planting riparian buffers.
2. Implement an urban forestry program and plan.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for urban tree and landscape plantings.
3. Increase forest cover within the Critical Area.	Ongoing	Local Govt.	Utilization of funds for increasing forest cover within the Critical Area. Report activities to the CAC on annual reports.
4. Install new or improve existing storm water treatment facilities or Best Management Practices.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for improvement Best Management Practices.

TASK 9: Implement special conservation efforts that result in long-term protection of land within the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide guidance, design recommendations, and information on conservation for habitat and water quality protection.	Ongoing	Local Govt.	Planner will work to implement long-term conservation easements and water quality protection measures.
2. Implement long-term protection of Critical Area lands.	Ongoing	Local Govt.	Planner will prepare Easements, as warranted, and review Deed Restriction and Covenants for Homeowner Association Documents.

TASK 10: Design and plan projects that promote public access to the water or public environmentally-oriented recreation or education.

Activities	Time Line	Responsible Entity	Deliverables
1. Design public water access.	Ongoing	Local Govt.	Planner will coordinate with Public Works Department on revitalization of existing public water access areas, pursuant to the goals and intent of the Ordinance.
2. Prepare plans for environmentally oriented recreation and/or education facilities.	Ongoing	Local Govt.	Planner will respond to requests for environmentally oriented recreation and/or education facilities.

V. GUIDELINES FOR PROPER INVOICING

Planner/Inspector shall submit two activity reports and one invoice to the Critical Area Commission. The invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work including a detailed expenditure sheet that identifies expenditures by budget category. Proof of payment will be provided in order for reimbursement.

In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, the Planner/Inspector may use the Salary Summary form to report salaries. In order to use this form, the Planner/Inspector will provide in writing to the Commission before the first billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc.

The following documentation for expenditures will be continued:

Category	Backup Documentation Needed
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. Hard copies of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices with receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services,

	and hourly rate for services. Description of services on detailed expenditure sheet.
Time period of support documentation should coincide with the billing time period.	

VI. ELIGIBLE EXPENDITURES

Planner/Inspector shall submit only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category	Description
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	<p>In-state conferences, workshops, seminars, training, or in state travel. In state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p> <p>VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u> be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other</p>

	<p>maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.</p>
<p>Consultants/Legal*</p>	<p>Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted with the quarterly report and invoice.</p>
<p>*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL." In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are <u>ineligible</u> for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.</p>	
<p>Salaries & Fringe Benefits:</p>	<p>Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.</p>
<p>Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.</p>	

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

Planner/inspector will submit a detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in FY 2021 shall be from July 1, 2020 through June 30, 2021. Unless there is a "No-Cost Extension" granted by the Commission, all unspent monies will revert back to the Commission by June 30th of each year.

IX. AMENDMENTS

Staff will submit amendments to the Scope of Work in writing to the Fiscal Administrator, Irene Lamb. Amendments for task, budget or appropriation change will:

- 1) Include justification for the change; and
- 2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" will include:

- 1) Justification for extension; and
- 2) Detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted to the Commission in writing no later than March 1st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 1st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2021. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st. All associated **invoices and reports must be submitted by June 30, 2021 for the close of the grant.**

X. ANNUAL REPORTS

Annual reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Commission as to why tasks were not performed and/or as to why monies were not spent. A formal semi-annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Fiscal Administrator, Irene Lamb at the Commission and written approval provided, before they can be included in the annual report.

An electronic copy of the annual report shall be submitted to the Fiscal Administrator, Irene Lamb.

XI. INVOICES

The Planner/Inspector will submit invoices on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. Invoices must be submitted to the Fiscal Administrator, Irene Lamb, electronically on an annual basis and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit one electronic invoice, detailed expenditure sheet, support documents and annual activity report (one electronic copy of report as per instructions above).

Invoices dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

The final invoice must be provided to the Fiscal Administrator, Irene Lamb at the Commission no later than June 30, 2021 close of the State fiscal year.



**WORCESTER COUNTY
PROPOSED BUDGET FOR FISCAL YEAR 2022
SCOPE OF WORK
CRITICAL AREA PROGRAM FUNDING**

The proposed budget for this fiscal year is comprised solely of salaries for certain positions necessary to administer the program. Additional items may be submitted in the future.

Classification	Hourly Rate & Fringe*	Total Hours	Salaries
Natural Resources Administrator	\$42.03	1000	\$ 43,030.00
Natural Resources Inspector II	\$47.46	1300	\$ 61,698.00
Natural Resources Specialist III	\$35.30	1700	\$ 60,010.00
Environmental Intern	\$13.25	200	\$ 2,650.00
		Total	\$166,388.00
Total Amount of FY2022 Grant to be utilized towards this budget			(\$9,000.00)
* 44.94% Fringe includes: Social Security/FICA, Pension, Medical Insurance, Long Term Disability, Life Insurance, Employee Assistance Program, Workman's Compensation, and Unemployment.			



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

RECEIVED

JUL 27 2021

Worcester County Admin

DALLAS BAKER JR., P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker*
DATE: July 26, 2021
SUBJECT: Ocean Pines Treatment Unit Number 3 Rehabilitation
 Change Order Number 1

Attached for approval is Change Order Number 1 with supporting documentation for M2 Construction for the Rehabilitation of Ocean Pines Treatment Unit 3. This change order reflects the final adjustment of quantities for the project and results in a reduction of the project cost by \$8,129.88 bringing the total construction cost to \$461,346.12. The 2019 Bond Issue included \$500,000 for construction of this project so adequate funds are available for this work.

Additionally, during the completion of the construction, the Construction Contractor and our Wastewater Superintendent identified the Return Activated Sludge Pump in Treatment Unit 3 as the original unit installed in 1996. The pump continues to function properly but the Wastewater Superintendent believes a spare unit should be in stock in the event of a failure. Attached is a proposal from Sherwood Logan and Associates to purchase the pump and associated equipment for \$19,640.00 plus freight. Note the delivery time of 12 to 14 weeks.

We are recommending approval of Change Order Number 1 and we are requesting authorization to purchase the spare pump using available bond proceeds. If you have any questions, please feel free to contact me.

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
 John S. Ross, P.E. Deputy Director

3401 Marietta Avenue
Lancaster PA 17601



717-305-8801 PH
717-823-6979 FX

www.m2constructionllc.com

PROJECT NAME:	Ocean Pines WWTP Unit No 3
TO ENGINEER:	GMB
INITIATED BY:	Equipment delivery/project closeout
TIME EXTENSION:	None

PROJECT #:	20040
CHANGE ORDER REQUEST #:	2
DATE SUBMITTED:	6/2/2021
REQUESTED REPLY DATE:	6/7/2021

DESCRIPTION:	Mixer Task
<p>This change order consists of the following scope of work:</p> <p>Credit for cost to install mixers as per contract. Mast have been installed however mixer delivery will extend beyond reasonable time to avoid additional mob/demob and other general conditions' costs. Additional credits for contingency items not used in the contract</p>	
	LABOR: \$ (1,592.63) MATERIAL: \$ - SUBCONTRACTOR: \$ 348.75 EQUIPMENT: \$ (6,886.00) TOTAL \$ (8,129.88)

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

John S. Troutman

M2 CONSTRUCTION LLC
John S. Troutman

CC: 20040.18002

Project: 20040 Ocean Pines WWTP Unit No 3
 Change Order No. 18002
 Mixer Task/balancing change order

Description	LABOR - MH		LABOR - COST		MATERIAL		Contingency		Subcontracts	
	Qty	Units	MH/UNIT	Total MH	\$/HR	Total Labor \$	Unit Cost	Total Mat'l Cost	Total Cont. Cost	Total Sub Cost
LABOR										
Install mixers										
	1 mh		1	-2	\$ 65.00	\$ (130.00)				
	1 mh		1	-20	\$ 40.00	\$ (800.00)				
credit for superintendent mixer installation										
credit for laborer mixer installation										
MATERIAL										
CONTINGENCY ITEMS										
B2									\$ (626.00)	
B3									\$ (6,260.00)	
SUBCONTRACTOR										
Marvel Crane	2 hr						\$ 150.00			\$ 300.00
MARKUPS - LABOR BURDEN										
Subtotal						\$ (930.00)			\$ (6,886.00)	\$ 300.00
Adder Markups				-22.00						
BURDEN										
Tax					55.00%	\$ (511.50)				
Markup (Adder)					6.00%	\$ (139.50)				
Mark up Sub					5.00%	\$ (11.63)				\$ 45.00
Bond					1.25%	\$ (11.63)				\$ 3.75
Total This Sheet				-22.00		\$ (1,592.63)			\$ (6,886.00)	\$ 348.75
TOTAL										
						\$ (8,129.88)				

**WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION CHANGE ORDER**

Change Order Number: 1

Date: July 26, 2021

Project: Route Ocean Pines WWTP – Rehabilitation of Treatment Unit #3

Owner: Worcester County Commissioners C/O
Worcester County Department of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

Contractor: M2 Construction Inc.
3401 Marietta Avenue
Lancaster PA 17601

This Contract is hereby changed as follows:

1. Final Adjustment of Quantities (see attached) \$(8,129.88)

Total This Change Order \$(8,129.88)

All work shall be completed in accordance with the contract technical specifications. Any time extensions granted by this change order shall not result in a change in the contract cost unless specifically stated in this change order.

Original Contract Amount	\$469,476.00
Contract Change by Previous Change Order	
Contract Amount Prior to this Change Order	\$469,476.00
Amount of this Change Order	\$(8,129.88)
New Contract Amount	\$461,346.12
Change in Contract Time	0
Current Completion Date	May 10, 2021

By: Owner
Worcester County Commissioners

Contractor
M2 Construction, Inc.

By: _____

By: _____

Date: _____

Date: _____

SHERWOOD-LOGAN & ASSOCIATES, INC.

2140 RENARD COURT
 ANNAPOLIS, MARYLAND 21401
 BALTIMORE PHONE (410) 841-6810 - WASHINGTON PHONE (301) 970-2181
 FAX (410) 841-9860
 Email: splummer@sherwoodlogan.com

DATE: July 14, 2021

QUOTE TRANSMITTAL

Attention: Dominic Ross
 Firm: Worcester Co.

From: Sherry Plummer
 Subject: Quote Request
 SLA Quote: 07-15-02

Per your request, we are please to provide the following Hayward Gordon parts quote:

1 – XR3-8 Complete Pump Replacement - \$19,640.00

CONSTRUCTION DETAILS:

Wet End:	Casing, Impeller, Wearplate, 316SS
Seal:	Packing
Ports/Flanges:	4" x 3" 125#
Motor Details:	SHP, 900 rpm, 460/3/60, TEFC, WEG
Drive:	Direct Drive w Coupling Wood Flex Spacer
Guard:	OSHA
Base/Coverplate:	Steel Painted base Plate
Pump Setting:	Horizontal

APPLICATION DETAILS:

Fluid:	Grit Sludge	Impeller Diameter:	8.25"	Solids:	unknow
Capacity:	350	Viscosity:	1	NPSHR:	Flooded
Head:	12.5	Temperature:	Ambient		
Pump RPM:	900 (880 actual) rpm	Specific Gravity:	1.00		

REMARKS:

Complete pump replacement to SN 258247

Freight: Not Included – Prepay & Add

Delivery: 12-14 Weeks from order

Installation and sales tax are not included in the attached pricing. Please let me know if you need anything else.

Sherry Plummer



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

RECEIVED
JUL 27 2021
Worcester County Admin

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: July 26, 2021
SUBJECT: Water and Wastewater Division
Bulk Meter Repair Parts Purchase

DIVISIONS

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

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

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

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

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

As was done the last several years, the Water and Wastewater Division of the Department of Public Works would like to make a bulk purchase of water meter repair parts. Last year's purchase of just over \$100,000 worth of meter repair parts made a significant improvement in the meter reading process in both reading speed and accuracy.

This year, we are requesting to bulk purchase 800 new 5/8" meter registers at a total cost of \$168,000 as shown on the attached proposal from Core and Main. The majority of these are for Ocean Pines but some will be used in Riddle Farm and Mystic Harbour.

As with last year, we will be saving by making this bulk purchase and the shipping will again be free.

We are requesting the Commissioners waive the formal bidding process and approve this purchase. Funding for this purchase is available in the 2021 operating budgets for Ocean Pines, Riddle Farm and Mystic Harbour in account number 6500.020.

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

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director



Core & Main
842 Panorama Road
Montross, VA 22520
Phone (804) 493-8085

Worcester Water Department
ATTN: Joe Serman
E-mail: JOE SERMAN (Jserman@co.worcester.md.us)

7/12/21

We wish to quote as follows:

800 – 5/8" T-10 ProCoder)R900i REGSTERS Only, w/6' Antenna \$ 210.00 each
Material Total \$168,000.00

Pricing based on one time single purchase of all 800.

Thank you,
Debbie Hennage
Inside Sales

Cc: Charles Dye
Jay Latchum

Local Knowledge
Local Experience
Local Service, Nationwide®



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

RECEIVED
JUL 27 2021
Worcester County Admin

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: July 15, 2021
SUBJECT: Public Landing Wharf Road/Bayside Road – Speed Limits

DIVISIONS

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

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

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

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

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

As you already know, Public Landing has had significant upgrades to the beach and marina on Public Landing Wharf Road. Due to these changes and the number of homes on this road, an investigation and assessment of the area was made by the Department of Public Works in regards to safe speed.

Currently Public Landing Wharf Road is not posted; therefore, a speed limit of 50 mph governs. After investigating the area involved, I would recommend that we post this road at 25 mph from Route 365 to the road end. This posting would allow the Sheriff's Department to provide enforcement of the speed limit sign in order to control any speeding related issues.

Also, as a result of a review of the current speed limit signs, geographical area, and the amount of residents on Bayside Road at Public Landing, the Department of Public Works recommends a new series of speed limits to be enacted to protect the citizens in this area. The recommendations are listed below and included on the attached map:

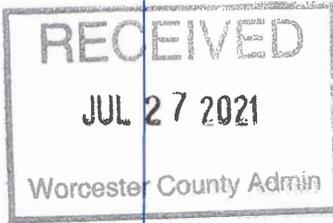
1. 25 mph from Rt. 365 to Carryback Road;
2. 30 mph from Carryback Road to Stagg Road;
3. 50 mph from Stagg Road to Paw Paw Creek Road
4. Reduced speed limit sign prior to Stagg Road.

These changes will enhance the safety of our citizens and protect the beauty of a waterfront community. Should you have any questions regarding this study I will be happy to discuss them with you.

Attachment

cc: Frank Adkins





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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker, Jr.*
DATE: July 26, 2021
SUBJECT: Quitclaim – Bayshore Drive - DeGroft

DIVISIONS

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

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

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

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

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

.....
I have had the opportunity to review the attached July 21, 2020 letter and documentation from Hugh Cropper IV of Booth, Cropper, & Marriner, as it relates to the proposed quitclaim by Jacqueline C. DeGroft for the portion of the unimproved platted road known as Bay Shore Drive within Bay Shore Acres in West Ocean City lying and being situated between Lots 32, 33, and 34, Block 8 and Lots 15, 16, and 17, Block 9 as referenced on the plat entitled "Addition to Bay Shore Acres" by Samuel F. Miles, Surveyor dated June 28, 1940 and recorded among the Land Records of Worcester County, Maryland in Plat Book JEB 1, Folio 4 and offer the following comments.

This unimproved road as shown on the attached plat is not listed within the Inventory of Public Roads of Worcester County. There are no plans for the County to make improvements to this road; therefore, I would recommend that the quitclaim deed be executed when appropriate.

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

Attachments

cc: Frank J. Adkins, Roads Superintendent

THIS QUITCLAIM DEED is made this _____ day of _____, 2021, by **THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, hereinafter referred to as Grantor.

WITNESSETH: THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Grantor herein does hereby grant and convey unto **JACQUELINE C. DEGROFT, TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JACQUELINE C. DEGROFT DATED DECEMBER 10, 2018**, her heirs, personal representatives, and assigns, forever, in fee simple, whatever rights Grantor may possess in the following described property:

All that platted, yet unimproved, roadbed known as "Bayshore Drive" lying and being situate between Lots 32, 33, and 34, Block 8, and Lots 17, 16, and 15, Block 9, as shown on the Plat entitled "Addition to Bay Shore Acres" by Samuel F. Miles, Surveyor, dated June 28, 1940, and recorded among the Land Records of Worcester County, Maryland, in Plat Book JEB 1, Folio 4; and, as described in the deed dated June 21, 1940, by the R.F. Hall Development Company, et al., Grantors, and the County Commissioners of Worcester County, Maryland, Grantees, and recorded among the Land Records of Worcester County, Maryland in Liber JEB No. 9, Folios 294 to 298, and the corresponding "Plat of an

Existing Private Road System to Be Conveyed to the Board of Commissioners of Worcester County, Bay Shore Acres, Ocean City, Md," dated June 15, 1940, and filed in Plat Book JEB 1, Folio 5.

TOGETHER with all the improvements thereupon erected and all rights, alleys, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto **JACQUELINE C. DEGROFT, TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JACQUELINE C. DEGROFT, DATED DECEMBER 10, 2018**, her heirs, personal representatives, and assigns, forever, in fee simple.

SUBJECT, to any private rights of way which may exist.

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

GRANTOR:
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

WITNES

BY: _____ (SEAL)
JOSEPH M. MITRECIC, PRESIDENT

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2021,
before me, a Notary Public in and for the State and County aforesaid,
personally appeared **JOSEPH M. MITRECIC, PRESIDENT OF THE
COUNTY COMMISSIONERS OF WORCESTER COUNTY,
MARYLAND** known to me, or satisfactorily proven to be the person named in
the foregoing deed and executed the same for the purposes therein contained,
as his own free act and deed.

Notary Public
My Commission Expires:

ATTORNEY CERTIFICATION

I HEREBY CERTIFY, that this instrument was prepared by or under
the supervision of an attorney admitted to practice law before the Court of
Appeals for the State of Maryland.

Hugh Cropper, IV

DEGROF-CO-QUITCLAIM DEED (4/14/2021)

ADDITION TO BAY SHORE ACRES

A SUBDIVISION NEAR OCEAN CITY,
WORCESTER COUNTY, MD.

SURVEYED FOR THE R. F. HALL DEVELOPMENT CO.

D-406

DATE - JUNE-28-1940

SCALE - 1" = 100'

DRAWN - W.B.H.

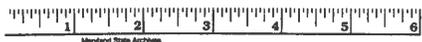
SAMUEL F. MILES *Samuel F. Miles - 10th*
SURVEYOR FOR SOMERSET COUNTY, MD.

"THE FARMS Co." RESERVE.

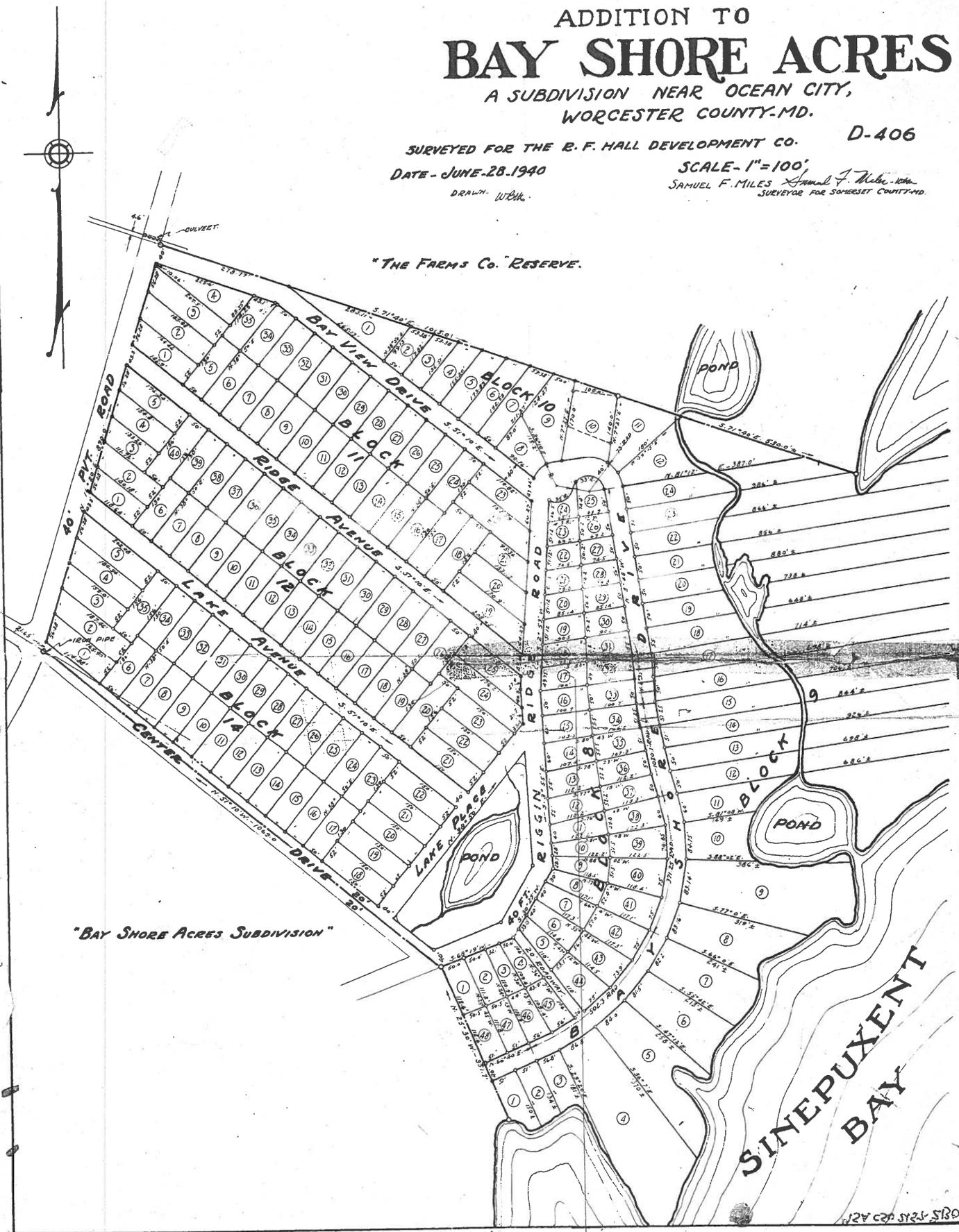
"BAY SHORE ACRES SUBDIVISION"

SINEPUXENT BAY

085 4215 022 421



WORCESTER COUNTY CIRCUIT COURT (1st Book) Plat Book JEB 1, p. 4, MSA_C2157_1130, Date available 19410529, Printed 03/30/2021.



LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: hcropper@bbcmlaw.comEASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

WEBSITEwww.bbcmlaw.com

CURTIS H. BOOTH
 HUGH CROPPER IV
 THOMAS C. MARRINER*
 ELIZABETH ANN EVINS
 LYNDSEY J. RYAN

*ADMITTED IN MD & DC

March 16, 2021

✓ Roscoe R. Leslie, Esquire
 County Attorney, Worcester County
 Worcester County Government Center
 One West Market Street, Room 1103
 Snow Hill, Maryland 21863

Weston Young, Assistant CAO
 Worcester County
 One West Market Street
 Snow Hill, Maryland 21863

RE: *Revocable Trust Agreement of Jacqueline C. DeGroft*

Dear Sirs:

I represent Jacqueline C. DeGroft, Trustee of the Revocable Trust Agreement of Jacqueline C. DeGroft, U/A December 10, 2018. The Trust owns Lots 15 and 34, Block 8, and Lot 15, Block 9, on the Plat entitled "Addition to Bay Shore Acres" dated June 28, 1940, and recorded among the Land Records of Worcester County, Maryland in Plat Book JEB No. 1, Folio 4. These lots have been consolidated, and re-designated as Lot 15A, by virtue of the Declaration of Consolidation dated September 24, 2015, and recorded among the Land Records, as aforesaid, in Liber SRB 6662, Folio 23.

The Trust owns Lots 16 and 33, Block 8, and Lot 16, Block 9, on that same plat. These lots have been consolidated, and re-designated as Lot 16A, by virtue of a Declaration of Consolidation dated September 24, 2015, and recorded among the Land Records, as aforesaid, in Liber SRB 6662, Folio 17.

The Trust owns Lots 17 and 32, Block 8, and Lot 17, Block 9. These lots have been consolidated and re-designated as Lot 17A, by virtue of a Declaration of Consolidation dated September 24, 2015, and recorded among the Land Records, as aforesaid, in Liber SRB 6662, Folio 20.

March 16, 2021
Page Two

Lot 16A and Lot 17A were further consolidated by virtue of a Declaration of Consolidation dated October 21, 2016, and recorded among the Land Records, as aforesaid, in Liber SRB 6895, Folio 340, and redesignated as Lot 16B.

Lot 16A and Lot 16B both have frontage on Riggin Ridge Road, and they extend to the Sinepuxent Bay. They are bisected by Bayshore Drive, a platted yet unimproved paper street.

Bayshore Drive is indiscernible from the private properties along Riggin Ridge Road. In some instances, it is wetlands. In other instances, structures have been built on or across it. The Worcester County Commissioners have issued at least one Quitclaim Deed for another nearby stretch of Bayshore Drive.

Ms. DeGroft is desirous of a Boundary Line Adjustment to create two equal lots. Right now, Lot 16A is about one-third (1/3) the size of her total parcel, and Lot 16B is about two-thirds (2/3) the size of her total parcel. Ms. DeGroft would like to create two equal lots, which will be more conforming.

The Worcester County Commissioners have a practice of quitclaiming roadbeds not in the Inventory of Public Roads. Attached is a letter from Frank J. Adkins, Roads Superintendent, confirming that this portion of Bayshore Drive is not included in the Inventory of Public Roads for Worcester County.

A proposed quitclaim deed is attached.

If you could please present the deed to the Worcester County Commissioners for signature, I would be most appreciative. Please let me know if I can answer any other questions.

Very truly yours,



Hugh Cropper IV

HC/tgb

Enclosures

CC: Jacqueline C. DeGroft
Frank G. Lynch, Jr.



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

JOHN H. TUSTIN, P.E.
DIRECTOR

July 27, 2020

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

Hugh Cropper IV
Booth Cropper and Marriner
9923 Stephen Decatur Highway, D-2
Ocean City, MD 21842

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

RE: Proposed Quit Claim – Bayshore Drive

DIVISIONS

Dear Mr. Cropper:

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

This letter is in response to your letter of July 21, 2020 regarding the status of the road indicated as "Bayshore Drive" as shown on the plat entitled "Addition to Bay Shore Acres" dated June 28, 1940 located off Riffin Ridge Road in Worcester County.

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

This road as indicated on the drawing is not listed within the Inventory of Public Roads of Worcester County.

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

Should you have any questions or concerns regarding this issue, please feel free to call me directly at (410) 632-2244.

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

Sincerely,

Frank J. Adkins
Roads Superintendent

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

Attachments

cc: John H. Tustin, P.E., Director of Public Works

FJA/ll
\\wfile2\users\llawrence\Letters\Bayshore Drive.Quit Claim.DeGroftdoc

**WORCESTER COUNTY COMMISSIONERS
TITLE CERTIFICATE**

Property - Legal Description

Consolidated Lots 16A and 16B, Riggin Ridge Road

Recording Reference - SRB 7448/204

Copy of Deed Attached: XXX Yes _____ No

Assessment Information:

Tax Map 22

Parcel No. 397, Lots 16A and 16B

Tax District and Account No. 10-768900

SDAT Information Sheet Attached XXXX Yes _____ No

Fee Simpler Owner(s):

Names: Jacqueline C. DeGroft, Trustee of the Revic cable Trust Agreement of
Jacqueline C. DeGroft

Mailing Address: 805 Penguin Drive, Ocean City, MD 21842

Liens:

Record Holder: None

Recording Reference: _____ Nature of Lien: _____

Rights of Way and Easements:

Copies of All Documentation Regarding Easements and Rights-of-Way Attached:

XXX Yes _____ No

Pending Litigation:

None

Any other matter affecting Title to the Property

None

Unrecorded instruments effecting title of which I have knowledge:

None

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of a Quitclaim Deed.

Taxes & Public Charges

No certification is required.

This document can be relied on by the County Commissioners for such purposes.

I hereby certify that I am an attorney licensed to practice law in Maryland and, based upon a Title Examination conducted in the land and court records of Worcester County and such other sources of information that I deem necessary and appropriate, I do hereby certify that the owner listed in this certificate is the fee simple owner of the property described in this certificate subject only to the matter set forth herein and further subject to the following standard exceptions:

Matters of survey, unknown heirs, forgeries, matters which could not be determined by physical examination of the property, matters contained in unrecorded instruments of which I am unaware, taxes past due, present due and due in the future, assessments and benefit charges past due, present due and in the future, and any matter affecting title which is not determinable or ascertainable pursuant to practices and procedures of Members of the Bar of Worcester County with respect to examination of Real Estate Titles.

Other Exceptions: See attached list.

Date: 3/16/21

Signature



Hugh Cropper IV
Booth Cropper & Marriner, P.C.
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842
410-213-2681
hcropper@bbcmlaw.com

Subject to the following exceptions:

1. No open Mortgage or Deed of Trust noted.
2. All matters and facts set forth on a Plat entitled: "Bay Shore Acres" dated May 20, 1940, and recorded in the Land Records of Worcester County in Plat Book ODC 2, folio 77.
3. Right of Way dated November 2, 1972, from George W. DeGroff, et ux., and recorded in the aforesaid Land Records in Liber 320, folio 385, et seq.
4. Covenants and Restrictions set forth in a Deed dated November 16, 1962, between Elizabeth H. Hall, et al., and recorded in the aforesaid Land Records in Liber 177, folio 302, et seq.
5. Covenants and Restrictions set forth in a Deed dated May 23, 1940, from The Farms Company, et al., to The R.F. Hall Development Co., and recorded in the aforesaid Land Records in Liber JEB 7, folio 220, et seq.
6. Right of Way between R. F. Hall Development Co., et al., and County Commissioners of Worcester County and recorded in the aforesaid Land Records in Liber JEB 9, folio 294, et seq., with Plat recorded in Liber JEB 1, folio 15.
7. Deed between the County Commissioners of Worcester County, et al., and recorded in the aforesaid Land Records in Liber EWR 68, folio 422, et seq., with Plat recorded in CWN 2, folio 88.
8. These lots have no assessed value as they have been designated as tidal wetlands.

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 10 Account Number - 768900		
Owner Information		
Owner Name:	REVOCABLE TRUST AGREEMENT OF JACQUELINE C DEGROFT THE	Use: RESIDENTIAL Principal Residence: NO
Mailing Address:	805 PENGUIN DR OCEAN CITY MD 21842-5472	Deed Reference: /07448/ 00204
Location & Structure Information		
Premises Address:	RIGGIN RIDGE RD WEST OCEAN CITY 21842-0000	Legal Description: LOT 16B 2.07 ACS RIGGIN RIDGE RD BAY SHORE ACRES
Map: 0022	Grid: 0020	Parcel: 0397
Neighborhood: 10010020.24	Subdivision: 0000	Section:
Block:	Lot: 016A	Assessment Year: 2020
Town: None		Plat No: Plat Ref:
Primary Structure Built	Above Grade Living Area	Finished Basement Area
		Property Land Area 2.0700 AC
Stories	Basement	Type
		Exterior /
		Quality
		Full/Half Bath
		Garage
		Last Notice of Major Improvements
Value Information		
	Base Value	Value
		As of 01/01/2020
Land:	322,700	322,700
Improvements	0	0
Total:	322,700	322,700
Preferential Land:	0	0
		Phase-in Assessments
		As of 07/01/2020
		As of 07/01/2021
		322,700
		322,700
Transfer Information		
Seller: DEGROFT JACQUELINE C	Date: 06/28/2019	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /07448/ 00204	Deed2:
Seller: DEGROFT JACQUELINE C	Date: 04/11/2019	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /07395/ 00395	Deed2:
Seller: ESTATE OF GLADYS P BAMBERGER	Date: 10/03/1977	Price: \$0
Type:	Deed1: /00597/ 00477	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	
County:	000	07/01/2020
State:	000	0.00
Municipal:	000	0.00
		0.00 0.00
		0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
		Date:

This Deed is being re-recorded to reflect the further consolidation of Lot 16A and 17A, now known as Lot 16B

This transfer is exempt from Transfer and Recordation Taxes under Section 12-108(ee), 13-206(a)(23) of the Tax Property Articles and Section 14.5-1001(b) of the Estate and Trust Articles.

NO TITLE EXAMINATION MADE OR REQUESTED

THIS DEED, made this 5th day of April, in the year Two Thousand and Nineteen (2019), JACQUELINE C. DEGROFT, hereinafter referred to as Grantor.

WITNESSETH: that for and in consideration of the premises and no monetary consideration, the said Grantor does hereby grant and convey an undivided interest unto the JACQUELINE C. DEGROFT, TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JACQUELINE C. DEGROFT dated December 10, 2018, as sole tenant, her successors, and assigns, forever, in fee simple, the following properties:

Lot 15, 16 and 17, Center Drive, Ocean City, MD 21842
Tax ID No. 10-024196, 10-355141, 10-355168

An undivided one-half (1/2) interest in and to all that property lying and being situate in the Tenth Election District of Worcester County, Maryland which are more particularly designated and distinguished as Lots No. 15, 16 and 17 in Block No. 1 on a plat entitled "Bay Shore Acres", which said plat is duly recorded among the Land Records of Worcester County, Maryland, in Plat Book O.D.C. No. 2, folio 77; and being ALL AND THE SAME property conveyed unto the Grantor herein by Raymond C. Shockley by Deed dated December 31, 1974 and recorded in the Land Records of Worcester County, Maryland in Liber F.W.H. No. 465, folio 673.

Lots 15A and 16A, Riggan Ridge Road, Ocean City, MD 21842
Tax ID No. 10-022975, 10-768900

All those lots, parts of lots, or parcels of land lying and being situate in the Tenth Election District of Worcester County, Maryland, and being more particularly designated and distinguished as Lots Nos. 15, 16, 33 and 34 in Block No. 8 and Lots Nos. 15 and 16 in Block No. 9 on a plat entitled "Addition to Bay Shore Acres", made by Samuel F. Miles, Surveyor, dated June 28, 1940, and duly recorded among the Land Records of Worcester County, Maryland in Plat Book J.E.B. No. 1, folio 4; and being ALL AND THE SAME property conveyed unto the Grantor herein by the Estate of Gladys P. Bamberger, by Deed dated October 3, 1977 and recorded in the Land Records of Worcester County, Maryland in Liber F.W.H. No. 597, folio 477. Re-designated as Lots 15A and 16A pursuant to a Declaration of Consolidation dated September 24, 2015, and recorded as aforesaid in Liber S.R.B. No. 6662, at folios 17, et seq., and 23, et seq.

Lots 17A, Riggan Ridge Road, Ocean City, MD 21842
Tax ID No. 10-022983

An undivided one-third (1/3rd) interest in and to all those lots, parts of lost, or parcels of land lying and being situate in the Tenth Election District of Worcester County, Maryland, which are designated and distinguished as Lot No. Seventeen (17), and Thirty-Two (32) in Block No. Eight (8) and Lot No. Seventeen (17) in Block No. Nine (9) on a plat entitled "Addition to Bay Shore Acres", made by Samuel F. Miles, Surveyor for Somerset County, Maryland, dated June 28, 1940, and duly recorded among the Land Records of Worcester County, Maryland, in Plat Book J.E.B. No. 1, folio 4; and being the SAME property that was conveyed unto the Grantor herein by George W. DeGroot, Jr., by deed dated November 18, 1977, and recorded among the aforesaid Land Records in Liber F.W.H. No. 605, folio 158, et seq. Re-designated as Lot 17A pursuant to a Declaration of Consolidation dated September 24, 2015, and recorded as aforesaid in Liber S.R.B. No. 6662, folio 20, et seq.

Lot 17A and Lot 16A having been further consolidated pursuant to a Declaration of Consolidation dated October 21, 2016 and recorded among the aforesaid Land Records in Liber S.R.B. No. 6895, folio 340, et seq., thereby creating Lot 16B and retaining the Tax Account No. 10-768900.

DUO RENGUM NR: (UNAPPROVED) 20.
Ocean City, MD 21842
RETURN TO: [illegible]

805 Penguin Drive, Ocean City, MD 21842

Tax ID No. 10-064317

ALL that lot or parcel of land, situate, lying and being on the Westerly side of but not binding upon Ocean Highway, in the Town of Ocean City in the Tenth Election District, Worcester County, Maryland, and on the Southerly side of and binding upon Penguin Drive Extension and having a frontage thereon of 32.50 feet and extending back therefrom in a uniform width of 32.50 feet, for a distance of 86.00 feet to the existing bulkhead and the high water line of a Lagoon and being more particularly shown and designated as Lot No. 41, on a plat entitled "Runaway Bay", prepared by Maddox & Associates, Inc., dated December 20, 1978, and recorded among the Land Records for Worcester County, Maryland, in Plat Book F.W.H. No. 60, folio 70, and being ALL AND THE SAME property conveyed unto the Grantor herein by Milford W. Twilley, Beula W. Twilley, Robert D. Dashiell, and June T. Dashiell, by Deed dated September 11, 1979 and recorded in the Land Records of Worcester County, Maryland in Liber F.W.H. No. 465, folio 673.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining; and particularly the rights in common with others in the common elements of the aforesaid condominium, and all the rights and privileges of a condominium unit owner in said condominium, subject to the obligations of such owner.

TO HAVE AND TO HOLD the above described property unto the said JACQUELINE C. DEGROFT, TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JACQUELINE C. DEGROFT dated December 10, 2018, as sole tenant, her successors, and assigns, forever, in fee simple.

AND the Grantor herein does hereby covenant that she will warrant, specially, the property hereby conveyed and that she will execute such other and further assurances of the same as may be requisite.

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

WITNESS:

Jacqueline C. Degroft
JACQUELINE C. DEGROFT

(SEAL)
Recording Fee 20.00
Name: degroft/degroft
trust
Ref:
LR - Deed (No-Taxes)
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
04/11/2019 12:24
CC23-ART
#11946880 CC0104 -
Worcester
County/CC01.04.02 -
Register 02

Acknowledgements appear on the following page

11/11/2019 11:00 AM

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of April, 2019, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally JACQUELINE C. DEGROFT, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires: Dec 1, 2022



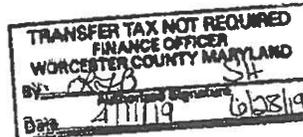
AFFIDAVIT OF CONSIDERATION

I, JACQUELINE C. DEGROFT, hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is in the total sum of \$0.00.

[Signature] (SEAL)
JACQUELINE C. DEGROFT

I HEREBY CERTIFY that this instrument was prepared under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.

[Signature]
Regan J.R. Smith



TAXES FOR WHICH ASSESSMENTS HAVE BEEN RECEIVED HAVE BEEN PAID AS OF THIS DATE. 4/11/19
Worcester County Finance Officer
By: [Signature] SH 6/28/19
EXCEPT PERSONAL PROPERTY

All Ocean City, MD Personal and Corporate taxes, water charges and wastewater charges have been paid as of this date.
6-28-19 *[Signature]*

All Ocean City, MD personal and corporate taxes, water charges and wastewater charges have been paid as of this date.
[Signature]

APR 11 2019 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.
[Signature] Clerk

Worcester County Water & Wastewater NO ASSESSMENT Date 6/28/19 BY SM

RECORDED IN THE OFFICE OF THE CLERK OF WORCESTER COUNTY, MARYLAND, ON 06/28/2019 AT 12:31 PM. FILING FEE \$60.00.

LR - Deed (No-Taxes)
 Recording Fee 20.00
 Name: degroft/degroft
 Ref:
 LR - Deed (No-Taxes)
 Surcharge 40.00

SubTotal: 60.00

Total: 60.00
 06/28/2019 12:31
 CC23-AD
 #12352566 CC0104 -
 Worcester
 County/CC01.04.01 -
 Register 01

RECORDED IN THE OFFICE OF THE CLERK OF WORCESTER COUNTY, MARYLAND, ON 06/28/2019 AT 12:31 PM. FILING FEE \$60.00.

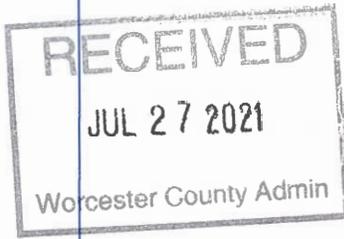
 JUN 28 2019 The foregoing instrument
 filed for record and is accordingly recorded
 among the land records of Worcester County,
 Maryland.

 Sam Proctor Clerk

INTAKE SHEET
SCHEDULE A
ROYAL LAHAINA CONDOMINIUM

<u>TAX I.D.NO.:</u>	<u>CHAIN DEED:</u>	<u>Map:</u>	<u>Parcel:</u>	<u>Lot:</u>
10-024196	465/673	0027	570	15
10-355141	465/673	0027	570	16
10-355168	465/673	0027	570	17
10-022975	597/477	0022	397	15A
10-768900	597/477	0022	397	16A
10-022983	605/158	0022	397	17A

1. הנהגת המסמכים הנ"ל היא באחריות המעביר, והמקבל אינו אחראי על התאמתם.



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

MEMORANDUM

DALLAS BAKER JR., 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
Weston Young, Assistant Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: July 26, 2021
SUBJECT: Permission for Out of State Travel

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

.....
This is a request for Derrick Babcock, Fleet Management Superintendent to travel out of the state of Maryland to attend the 2021 Police Fleet Expo. The 2021 Expo will be held in Richmond, Virginia on August 16 – 19, 2021.

The Worcester County Sheriff's Department has invited Mr. Babcock to accompany their officer in charge of vehicles to attend this expo. The expo registration and lodging will be paid for by the Sheriff Department. The fees Public Works will be responsible for are the daily allowance for meals.

The total expense for Mr. Babcock to attend is approximately \$284.00 for meals. This expense can be paid for through various employee training budgets throughout Fleet Management.

The Police Fleet Expo is a national conference that brings together various fleet management professionals, leading police vehicle manufacturers, and the largest selection of industry suppliers throughout the country.

The Police Fleet Expo provides multiple daily educational conferences from each major police vehicle manufacturer and provides daily fleet management classes covering a wide range of informational topics. This is a great opportunity for our Department to learn from top fleet management industry leaders in the field to not only grow professionally, but also bring back new ideas and practices that will help us reduce costs and increase efficiency.

Thank you in advance for your consideration of this travel request. If you have any questions or need additional information contact me at 410-632-5623.

cc: Derrick Babcock, Fleet Superintendent



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

MEMORANDUM



TO: Harold L. Higgins, Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks 
DATE: July 27, 2021
SUBJECT: Permission for Out of State Travel – TEAMS Conference

This is a request for Kelly Rados, Director of Recreation & Parks and Allen Swiger, Recreation Superintendent to travel out of the State of Maryland to attend the TEAMS (Travel, Events, and Management in Sports) conference. The 2021 Conference will be held in Atlantic City, New Jersey on September 27 – 30, 2021. In the FY22 budget, we have proposed for funds in the budget to cover the cost of this conference.

The total request for our staff to attend is approximately \$6,126. The expenses associated with the conference are as follows:

A. Registration	\$4,995.00
B. Lodging	\$ 762.36
C. Flights	\$ 69.00
D. Meals/Misc.	<u>\$ 300.00</u>
	\$6,126.36

The Showcase Registration fee includes our 10' x 10' booth, attendance registration, appointments with event holder and organizers, education sessions, and networking events. There may be an opportunity to share event booth space with MAASA or Team Maryland partners to help reduce this cost.

TEAMS is the world's leading conference and expo for the sports-event industry. By attending, our department will have the opportunity to schedule up to 40 appointments with governing body representatives and event rights holders. The pre-scheduled one-on-one sessions allow quality face time, facilitate real business and generate return on investment.

Thank you, in advance, for your consideration of this travel request. If you have any questions or need additional information, please contact me at 410.632.2144, ext. 2502