

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

November 5, 2019

- | | <u>Item #</u> |
|--|---------------|
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session: Discussion regarding hiring a Transfer Station Attendant for the Solid Waste Division and a Building Maintenance Mechanic III for the Maintenance Division of Public Works; receiving legal advice from Counsel; and performing administrative functions | |
| 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes | |
| 10:05 - Maryland Department of Transportation - Annual Capital Program Tour Meeting for the Draft FY2020-2025 Consolidated Transportation Program (CTP) | 1 |
| 10:10 - | |
| 10:20 - | |
| 10:30 - | |
| 10:40 - | |
| 10:50 - L. Taylor, W. Gordy - Board of Education: Proposed FY21 Capital Improvement Plan | 2 |
| 11:00 - Presentation of Proclamation Recognizing November as National Adoption Month | 3 |
| - Commendation Recognizing Tamra Shockley as Adoptive Parent of the Year | 4 |
| - Commendation Recognizing Life-Saving Efforts of Worcester County Jail Staff | 5 |
| 11:10 - Chief Administrative Officer: Administrative Matters | 6-29 |
| (Contract Extension for Inmate Telephone Services; Recognition of Deputy Fire Marshal Matthew Owens - Instructor of the Year; Release Agreement for Fire Marshal Training; FY21 Application for State Aid for Police Protection Fund; State's Attorney's Grant Application for Case Management Software; Contract for 2020 STEM Program; Requests for Proposals - Home Visiting Program, and Mental Health Case Management - Care Coordination for Children and Youth; EDU Allocation Extension for Assateague Farms, LLC; Agreements of Sale for Rural Legacy Area Easements - Pilchard Property, Stevens Property, and Barnes Property; Bid Specifications for Utility Tractor, and Fence Replacement at County Parks; Award of Bid for Hydraulic Crawler Excavator for Solid Waste; Bid Specifications for Newark Spray Irrigation Construction; Speed Limit Reduction and Crosswalk Request on Old Virginia Road - Pocomoke; Speed Study on Manklin Creek Road - Ocean Pines; Implementation Plan for New Rental Property Licensing Regulations; Report on Suggested Prohibition of Solar Farms and Limitation of Solar Panel Deployment; Pending Board Appointments; Christmas Turkey or Ham Gift Cards for County Staff; County Commissioners Meeting Schedule and Budget Schedule for 2020; Assignment of FY 2019 Fund Balance; and potentially other administrative matters) | |
| 11:20 - | |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) | 6-29 |
| 1:10 - | |
| 1:20 - | |
| 1:30 - | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

October 15, 2019

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, with Commissioner Church absent from the meeting and Commissioner Elder absent from the vote, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (14) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: hiring Joshua Lockman as a Correctional Officer Trainee and Theresa L. Koerner as a Correctional Officer Trainee/Cook for the Jail, Jared Litten and Christian Stevens as Grounds Worker II's within the Maintenance Division of Public Works, and William Gladding as a Roads Worker II for the Roads Division of Public Works; postponing a request to post for two License Permit Clerk I's in Development Review & Permitting (DRP); discussing personnel issues within the Solid Waste Division of Public Works and Emergency Services; acknowledging the hiring of Brian Young as a part-time Kennel Attendant within the Animal Control Division of the Sheriff's Office; receiving legal advice from counsel; and performing administrative functions, including: discussing FY20 overtime within Emergency Services; nominating Commissioner Bertino to serve as the primary Worcester County representative on the Maryland Association of Counties (MACo) Legislative Committee for the calendar year 2020, with Commissioner Bunting to serve as the alternate representative; reviewing the MACo Winter Conference schedule; receiving FY19 and FY20 monthly financial updates; accepting an offer to purchase the former Liquor Control warehouse in Snow Hill; and amending the Commissioners meeting packet deadline and delivery schedule.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to adjourn their closed session at 9:30 a.m.

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

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Commissioner Church was absent from the meeting.

The Commissioners reviewed and approved the open and closed session minutes of their October 1, 2019 meeting as presented.

Human Resources Director Stacey Norton introduced Lachelle Scarlato, Deputy Director of Economic Development and Rachael Stein, Assistant Library Director, two new critical members of the County team.

The Commissioners presented a proclamation recognizing October 21-25, 2019 as Economic Development Week to Ms. Scarlato and John Hickman and Tim Sherman, business consultants of the Small Business Development Center (SBDC) at Salisbury University, to highlight that residents and business owners alike benefit from Worcester County Economic Development services and activities, which are designed to enhance commerce.

Pursuant to the recommendation of Development Review and Permitting Director Ed Tudor, in response to a request made by Attorney Hugh Cropper on behalf of his client, Harkins Farms, LLC, and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 19-31, approving a proposal for an approved private road over an existing driveway known as Pike Lane in Stockton. Mr. Tudor stated that no improvements to the existing driveway are proposed, and Harkins Farms will be solely responsible for its maintenance.

The Commissioners met with Mr. Tudor and DRP Technical Services Division Manager Kelly Henry to establish a 2020 Census Complete Count Committee (CCC) and to review suggested appointments to said committee to assist in getting word out about the Census, particularly in areas such as Berlin, Pocomoke City, and Snow Hill that have been historically undercounted. Mr. Tudor explained that Census numbers are used to determine the amount of federal funding that flows to the County for a number of programs, including Supplemental Nutrition Assistance Program for Women, Infants, and Children, Medicaid, Children's Health Insurance, and highway transportation projects. According to the State, Maryland loses \$18,250 over 10 years for every Marylander not counted.

In response to a question by Commissioner Bertino, Ms. Henry suggested the following professionals serve as CCC members: municipal government leaders, including Berlin Mayor Gee Williams and Planning Director Dave Engelhart, Ocean City Town Manager Doug Miller and Planning Director Bill Neville, Pocomoke City Mayor Bruce Morrison and Interim City Manager Dan Deutsch, and Snow Hill Mayor Gary Weber; County staff, including Economic Development Director Kathryn Gordon, Public Information Officer Kim Moses, Information Technology staff member Susan McMichen, Volunteer Services Manager Kelly Brinkley, and Tourism Director Lisa Challenger; Library Director Jennifer Ranck; Commission on Aging representative Lu Anne Siler; Board of Education (BOE) Superintendent of Schools Lou Taylor and Public Relations and Special Programs Coordinator Carrie Sterrs; State representatives, including John Watson, Eastern Shore CCC Coordinator for the Maryland Department of Planning, and Department of Social Services Director Roberta Baldwin; and federal

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representatives, including Ashley Roush of the U.S. Census Bureau. Commissioner Bertino requested representatives from the Ocean Pines Association (OPA) be included as well.

Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the establishment of the local CCC and proposed membership, to include representation from the OPA and perhaps other organizations throughout the County as determined beneficial in the future.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved bid specifications to replace the carpet in the Ocean Pines Branch Library, with funds of \$85,000 available within the FY20 budget for this expense. They further agreed to waive the standard bid process and accepted the proposal from Bates Moving & Storage Company, Inc. in the amount of \$29,890 to move loaded library stacks, which will help shorten the duration of the carpet replacement project. In response to a question by Commissioner Bertino, Ms. Ranck stated that the project should be complete by March 2020.

Pursuant to the request of Colonel Doug Dods and the written request of Sheriff Matt Crisafulli of the Sheriff's Office and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to add one additional 2x4 pursuit vehicle at an approximate cost of \$33,371 to replace a 2015 Tahoe that was involved in an accident and would cost more to repair than its current value, and further approved additional funds of \$11,130 for vehicle equipment. Mr. Higgins agreed to allocated funding from the Fund Balance to cover the total cost of \$44,501 for this new vehicle.

Pursuant to the request of Lieutenant Edward C. Schreier and the written request of Sheriff Crisafulli and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign three FY20 Maryland Highway Safety Office Project Agreements for grants that will be used to reimburse the Worcester County Sheriff's Office for overtime hours related to traffic enforcement initiatives aimed at reducing the instances of aggressive driving (\$2,000) distracted driving (\$2,000), and impaired driving (\$1,000).

The Commissioners conducted a public hearing to receive public comment on the proposed inclusion into the Inventory of County Roads of Arcadia Circle in the Arcadia subdivision, which is located in the Fourth Tax District of Worcester County, Maryland, as shown on Tax Map 49 as Parcel 27.

Commissioner Purnell opened the floor to receive public comment.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 19-32 amending the Inventory of Public Roads of Worcester County, Maryland to include Arcadia Circle in the Arcadia Subdivision.

Pursuant to the request of Budget Officer Kathy Whited and upon a motion by Commissioner Elder, the Commissioners unanimously approved the additional proposed Year

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End Reserve for Assigned Encumbrances in the amount of \$32,000 in the Other Projects and Programs category for a Tow Master trailer with electric over hydraulic bi-fold lift gate.

The Commissioners met with Senior Budget Accountant Kim Reynolds to review and consider scheduling a public hearing on the requested five-year Capital Improvement Plan (CIP) FY21 - FY25. Ms. Reynolds advised the Commissioners that projects totaling \$75,110,390 are proposed over the five-year period. She stated that, of the proposed projects, \$9,840,108 or 13.1% are proposed to be funded by the General Fund and \$36,957,977 or 49.2% from general bond funds. The remaining portion would be funded by user fees, grant funds, State match funds, State loans, assigned funds, and enterprise bonds. She reminded the Commissioners that the CIP is strictly a planning document, and a project's inclusion in the CIP does not constitute funding approval. Rather, each project will be considered and if approved would be refined as details come to light and as projected revenues are known. Priority projects would be given approval to move forward with more detailed planning.

Upon a motion by Commissioner Mitreic, the Commissioners unanimously agreed to schedule a public hearing on November 19, 2019 to receive public comment on the requested five-year CIP FY21 - FY25 as presented.

The Commissioners met with Human Resources Director Stacey Norton to review proposed changes to the Length of Service Award Program (LOSAP), a defined contribution plan for Worcester County volunteer firefighters and ambulance company members to enhance recruitment of new members and retention of current members by providing a monetary award based on length of active service. Proposed changes include removing the age requirement to qualify for an award, requiring a minimum of 25 years of certified active service, or be a Life member of Gold Badge member status (inactive), and submit an award distribution application to the trustees for approval. Ms. Norton stated that benefit awards will increase from \$6,000 to \$10,000 and a retention bonus of \$2,500 will be paid to new members after completing five years of active volunteer service, excluding transfers from another volunteer fire company.

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 19-33 revising Worcester County LOSAP for volunteer firefighters and ambulance company members as presented.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved out-of-state travel for Mr. Birch to attend the International Association of Emergency Managers Conference from November 15-22, 2019 in Savannah, Georgia at a cost of \$2,730 for registration, flights, lodging and meals, with funds available in the FY20 budget for this purpose.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved out-of-state travel for Mr. Birch to attend the National Hurricane Conference from April 5-10, 2020 in Orlando, Florida at a cost of \$2,036 for registration, flights, lodging and meals, with funds available within the FY20 budget for this purpose. The Commissioners discussed attending the National Hurricane Conference, and Commissioner Mitreic stated that he would like to attend. They further authorized staff to poll

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department directors to determine additional staff members who would benefit from attendance given that funds have been budgeted for up to 16 staff members and Commissioners to attend.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized staff to proceed with a project to be funded by the Emergency Number Systems Board (ENSB) in the amount of \$7,033.95 to purchase 21 Plantronics CA12DC-S PTT adapter push-to-talk headset base switches as follows: six for the 911 dispatch center in Snow Hill, six for the backup center in Newark, and nine for the 911 dispatch center in Ocean City.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Emergency Services to participate with eight other Eastern Shore county emergency directors to request the ENSB fund the development of a request for proposals (RFP) for a sole-source vendor for the State for the future Next Generation 911 infrastructure. Mr. Birch stated that both AT&T and Motorola are expected to submit proposals for this project, which will be considered by each County at a later date. In response to a question by Commissioner Mitrecic, Mr. Birch stated that the County will incur no cost at this stage to participate in the RFP, and County Attorney Maureen Howarth advised that all nine counties should have an opportunity to review and comment on the proposed RFP prior to its release.

Pursuant to the request of Mr. Birch and upon a motion by Commission Nordstrom, the Commissioners unanimously authorized Commission President Purnell to sign the FFY19 State Homeland Security Grant Program Agreement awarding Worcester County Emergency Services (WCES) a grant of \$103,463.63, which must be used between September 1, 2019 and August 1, 2021 within the following categories: planning to deliver capabilities, whole community security, emergency management, and access control and identification verification.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the final closeout for the 2017 sub-recipient State Homeland Security Grant Program Agreement. Mr. Birch stated that \$4,250 of the \$80,400 grant was not spent, so the County received a total of \$76,150.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the final closeout for the 2016 sub-recipient State Homeland Security Grant Program Agreement. Mr. Birch stated that \$24,446 of the \$80,400 grant was not spent, so the County received a total of \$55,954.

The Commissioners met with Assistant Chief Administrative Officer Kelly Shannahan to discuss the pilot paramedic scholarship program, with funding of \$8,000 for FY20, which was approved by the Commissioners during their budget work session on May 14, 2019. Mr. Shannahan reviewed the pilot program, noting that the scholarship program has been designed to fund tuition reimbursement for up to two students each year from among the 10 chartered volunteer fire companies in Worcester County to obtain their paramedic certification at Wor-Wic

Community College (WWCC).

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Resolution No. 19-34 establishing the Worcester County Volunteer Fire Company Pilot Paramedic Scholarship Program.

The Commissioners met with Chief Administrative Officer Harold Higgins, Mr. Shannahan and fellow Sewer Committee members Finance Officer Phil Thompson, Enterprise Fund Controller Jessica Wilson, Environmental Programs Director Bob Mitchell, Public Works Director John Tustin, and Public Works Deputy Director John Ross to review a proposed revised resolution establishing standard sewer flow calculations. Mr. Shannahan stated that, following the Commissioners' directive to staff following the August 20, 2019 public hearing on this matter, the Sewer Committee met to draft and discuss the requested reconsideration process. However, the Sewer Committee strongly cautions against the adoption of a reconsideration process as the County has been calculating projected sewage flow for the past 40-years based upon industry-standard design manuals, which are designed to create the proper balance (recognizing that some specific operators will use more than the standard sewer flow, while others may use less flow) and a reconsideration process re-introduces uncertainty to the process. The committee identified 15 specific concerns that include significant financial issues, data collection and interpretation issues, capacity issues, and operational issues. However, recognizing the Commissioners' request to draft a reconsideration process, staff has developed language for the reconsideration process, which provides that: it applies only to projects approved after adoption of this resolution; audit requests are accepted within three years of initial occupancy; the minimum request is for a reduction of at least 20% and at least two EDUs; the project must be operating at 95% of permitted occupancy; applications must include data for at least 180 days, including the summer months (May 15 through September 15) and a \$500 fee for processing; additional data or studies may be requested by staff; approved reductions must demonstrate that actual flow did not exceed the requested revised flow on more than 10 days or any 3 consecutive days; if reduced, additional EDUs shall be turned in to the County and a refund of the initial purchase price shall be granted; applicants shall be required to purchase EDUs or revise operations to lower flows if the audit shows that actual flows exceed the allocation; and the County has the right to monitor daily flow and perform audits to determine if allocated flow is being exceeded, in which case those customers shall be required to purchase EDUs or revise operations to lower flows. Mr. Shannahan stated that the Sewer Committee encourages the Commissioners to adopt the August 20 version of the resolution, which does not include a reconsideration process.

Commissioner Mitrecic stated that the Commissioners wished to schedule another public hearing after they previously tabled this matter to provide the public with an opportunity to comment on the proposed revised resolution. Commissioner Bunting concurred.

Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to schedule a public hearing to receive public comment on the latest revised resolution establishing standard sewer flow calculations.

At the request of Commissioner Mitrecic, the Commissioners revisited their discussion regarding a proposal to enter into a license agreement with Thrive Engineering, LLC (Licensee)

for space to dock the catamaran, Alyosha, at the West Ocean City (WOC) Harbor in the County Joint Venture Area, which is approximately 64 feet in length and running along the bulkhead from the Worcester County boat ramp to the Governor's Dock, for five years beginning on October 1, 2019 and ending on September 30, 2024. The Commissioners conducted a public hearing on October 1, 2019 to consider this request, when Commissioner Mitrecic was absent, and no action was taken on the matter at that time. Commissioner Mitrecic stated that the proposal before the Commissioners is a prime example of a partnership that can benefit County recreation programs and generate additional revenue, while the nighttime docking should not adversely affect use of the boat ramp. Commissioner Bunting stated that Commissioner Mitrecic did not hear the public comments and argued that the lease should not be approved. Commissioner Mitrecic explained that he had watched the video of the Commissioners' meeting and listened to the comments from the October 1 public hearing.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to approve the five-year lease as presented.

Mr. Higgins announced that the judge assigned to a nationwide opioid lawsuit based in Ohio and known as the MDL recently approved a class action lawsuit and certified the negotiation class, which includes all 33,000 U.S. counties and municipalities. The 13 defendants in the lawsuit are Purdue, Cephalon, Endo, Mallinckrodt, Actavis, Janssen, McKesson, Cardinal, AmerisourceBergen, CVS Rx Services, Inc., Rite-Aid Corporation, Walgreens, and Wal-Mart. Based on a hypothetical \$1 billion gross settlement for counties and cities, Worcester County would receive \$177,349 to be distributed among the County and its four municipalities. Mr. Higgins stated that Worcester County is automatically a member of the negotiation class, unless the Commissioners file an Exclusion Request Form to opt out. Based upon a concern that the municipalities may be excluded from the negotiation class if the County opted out, the Commissioners took no action on this matter and are, therefore, a member of the negotiation class.

The Commissioners recessed until 11:00 a.m.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing to receive public comments on the proposed revisions only to Bill 19-3 (Zoning - Boarding and Lodging Rentals). These revisions were made in follow-up to the August 20, 2019 request of the Commissioners following a public hearing on Bill 19-3 in its entirety to address their concerns regarding the additional parking space required for rental properties, the limitation of two persons per bedroom rather than by size of the bedroom, and the restriction on the number of unrelated persons occupying a rental home. Development Review and Permitting Director Ed Tudor reviewed the proposed revisions as follows: First, the new ZS 1-351(b)(5) would require that one additional parking space be required beyond that currently required for a dwelling unit only for all short term rental structures for which a building permit application is received after the effective date of this bill. Second, staff revised several different parts of the bill, creating a definition of the term "bedroom," which created a new Section 1 of the bill and then renumbered all subsequent sections, and revised the

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new ZS 1-351(b)(3) A through C, so that occupancy of a bedroom is based on the ratio of one occupant per 50 square feet of floor area unobstructed by other than furniture rather than simply two persons per bedroom as originally proposed. Third, to address the concerns over the number of unrelated persons occupying a short-term rental, staff revised the new ZS 1-351(b)(3)A to say that the definition of "family or housekeeping unit" shall not apply in determining the occupancy limitations of short term rentals holding a valid rental license, but rather the square footage limitations with regard to bedroom size and the total number of bedrooms would govern occupancy limitations.

Commissioner Purnell opened the floor to receive public comment.

Joe Wilson, President of the Coastal Association of Realtors (CAR), stated that the changes reflected here are a vast improvement over the original bill, but he urged the Commissioners to adopt the following changes: revise the occupancy of a bedroom to one occupant per 40 square feet to align with the Town of Ocean City's rental code; and include an allowance for individuals to occupy sleeper sofas in areas such as living rooms; and eliminate the parking requirement, which could make it impossible for some property owners to use their homes as short-term rentals. In response to a question by Commissioner Bertino, Mr. Tudor stated that there is no provision for occupying sleeper sofas in non-bedroom areas. In response to a question by Commissioner Mitrecic, Mr. Tudor stated that the Planning Commission will consider revisions to County parking requirements in the future. For now, owners are permitted to provide more parking space if desired.

Thomas Ligis of Ocean Pines stated that the short-term rental property near his house is problematic, noting that the three-bedroom home with parking for four cars was the site of a wedding with a disc jockey and 25 cars and even boat trailers parked everywhere. He stated his frustration with short-term rentals and asked the Commissioners to pass common-sense laws that would provide neighbors with some type of recourse against this type of misuse of rental properties, starting with a local contact to whom they could complain when renters get out of hand.

Carol Garey of Ocean Pines said four out of five properties adjacent to hers are used for short-term rentals, with a constant barrage of barking dogs, loud music at all hours, and people yelling. She urged the Commissioners to amend Bill 19-3 to protect surrounding property owners who live year-round in their homes.

Judy Neustadt of Ocean Pines stated that the property owner adjacent to her modified his home from three to five bedrooms to sleep up to 15 and took down all the trees on his property, so now renters park in front of her property to shade their cars from the sun. She expressed concern that firemen would have no way of knowing how many people are residing in the home, which could pose a significant hazard. She stated that the Commissioners should set occupancy limits based on the size of a home and not the number of bedrooms both for the sake of the neighborhood and for public safety.

Doug Parks of Ocean Pines urged the Commissioners to support this bill and to assist the Ocean Pines Association (OPA) to enforce these provisions therein. Commissioner Bertino stated that the County will make itself available to assist the OPA in developing its own short-term rental guidelines.

Joe Reynolds of Ocean Pines urged the Commissioners to adopt legislation that protects the rights and privileges of property owners to rent their homes while also protecting their

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neighbors, those who chose to reside in their homes. He stated that as written Bill 19-3 makes the problem of short-term rentals in Ocean Pines even worse.

Gary Sirianni of Ocean Pines echoed his agreement with his neighbors regarding the need to protect homeowners from short-term rentals, noting that rules and regulations are only as good as the plan to enforce them, and he asked what action plan would be set in place to do so. Mr. Tudor stated that DRP will establish a program to enforce Bill 19-3 that can be accessed on the County website. He clarified, however, that enforcement will be complaint driven.

Jack Barnes of Ocean Pines stated that Ocean Pines has changed from a community of homeowners to a dynamic Airbnb host, with cars parking on the streets and in grass berms, and he urged the Commissioners to pass laws that will protect resident homeowners.

Bill Haase of Ocean Pines stated that he is both a property owner and a property manager, and he supports this legislation. But he urged the Commissioners to include a registry, that includes the names and phone numbers of local contacts that neighbors can call if there are violations. He also asked the County to develop an education program to inform the community about short-term rental laws.

Kathy Walkavich of Ocean Pines asked the Commissioners to rework the section on occupancy to reduce the occupancy limits to two adults per bedroom, which will help protect the health, safety, and general welfare of the communities where short-term rentals are located.

Cam Bunting of Berlin and owner of Bunting Realty stressed the importance of requiring a local contact for all short-term rentals to help with enforcement, and so the public will know who to call to report problems.

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

Commissioner Mitrecic thanked everyone who spoke at the public hearing, noting that, while everyone may not like everything in this bill, it is a starting point that may evolve.

Commissioner Bunting thanked those who participated in the public hearing for providing useful recommendations aimed at improving Bill 19-3, such as requiring a short-term rental registry, but stated that he cannot support this bill as written without a cap on the permitted number of occupants for the health, safety, and general welfare of the neighborhoods where these rentals are located. In response to questions by Commissioner Bunting, Fire Marshal Jeff McMahon stated that only new single-family homes are subject to the sprinkler requirement, and he has concerns regarding how occupants of a four-bedroom home that sleeps 15 (which is essentially a multi-family home) could safely evacuate the residence in the event of a fire. Environmental Programs Director Bob Mitchell stated that multiple short-term rentals with 15 occupants per home would exceed the equivalent dwelling unit (EDU) rate of 250 gallons per day (gpd) per home and thus could place a strain on sewage treatment.

Commissioner Elder stated that the issue of short-term rentals seems to be primarily an Ocean Pines issue, and because Ocean Pines was developed as a residential community, this bill does not go far enough to address the concerns raised today. However, he will support the bill as presented because it is a good starting point.

Commissioner Bertino stated that he cannot support the legislation as presented because it does not address the challenges raised today, specifically basing occupancy limits on square footage, since some large houses may have the square footage in bedrooms to accommodate up to 30 people, and failing to require a registry that includes local contacts. He feared that adopting Bill 19-3 without these requirements could make the existing situation even worse.

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In response to a question by Commissioner Mitrecic, Mr. Tudor stated that the County will maintain a local registry that requires each short-term rental to include a local contact. Commissioner Mitrecic stated that the average size bedroom is 150 square feet, which would allow three people per bedroom, while it would require 1,500 square feet of bedroom space to allow 30 people, which is unlikely. He advised that the County cannot prohibit property owners from renting out their houses, noting that Ocean City tried unsuccessfully to ban short-term rentals in certain residential districts. He concluded that Bill 19-3 is an improvement upon the current situation.

Commissioner Bunting stated that the Commissioners cannot stop property owners from utilizing their properties as short-term rentals, but they can help lessen the negative impact of these uses by amending the law to limit the number of permitted occupants.

Commissioner Purnell stated that this bill is a good start to addressing the issue of short-term rentals. In response to a question by Commissioner Purnell, Mr. Tudor stated that the rental license bill already includes a requirement to provide the name and phone number of a contact person for each rental property.

Commissioner Bertino noted that the language in this bill for the most part is good, but it needs to be tweaked to improve upon what is before them today before being adopted.

Following much discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to adopt Bill 19-3 (Zoning - Boarding and Lodging Rentals) as presented.

The Commissioners met with Mr. Tudor to review a text amendment application submitted by Gary A. McCabe, Jr. which seeks to amend the Zoning and Subdivision Control Article to allow churches, temples, and mosques in the I-1 Light Industrial District by special exception. Mr. Tudor advised that the Planning Commission granted the proposed text amendment a favorable recommendation, but staff is concerned that the proposed use does not conform to the purpose and intent of the I-1 District, and that it will open up the limited amounts of land that are so zoned to more non-industrial uses when an abundance of properties that are already appropriately zoned for these uses are available.

Following some discussion, Commissioners Bertino, Bunting, Elder, Nordstrom, Mitrecic, and Purnell introduced the aforementioned text amendment as Bill 19-8 and scheduled a public hearing on the bill for November 19, 2019.

The Commissioners met with Chief Administrative Officer Harold Higgins to review a text amendment application drafted by staff to amend the Public Safety Article to modify the appointment process for the Worcester County Fire Marshal by the County Commissioners. Mr. Higgins advised that the text amendment seeks to replace the old procedure for appointing the Fire Marshal, in which the Fire Prevention Committee, which is comprised of the chief of each county fire company, submits a list of names for the Commissioners' consideration, with a new procedure in which the Worcester County Human Resources Office coordinates the application and selection process as they do for all County employees. In response to concerns raised by Commissioner Mitrecic, Assistant Chief Administrative Officer Kelly Shannahan confirmed that the chiefs of the volunteer fire companies in Worcester County will be invited to attend the public hearing to provide public comment.

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Following some discussion, Commissioners Bertino, Bunting, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 19-9 and scheduled a public hearing on the bill for November 19, 2019.

Commissioner Purnell closed the legislative session.

Commissioner Elder requested staff provide them with recommendations for limiting solar panels in the County and restricting them to roofs and parking lots to prohibit large solar farms.

The Commissioners answered questions from the press, after which they adjourned at 12:14 p.m. to meet again on November 5, 2019.

Search

1

Q

Home

Business ▾

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Programs ▾

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Quick Links ▾



MARYLAND DEPARTMENT OF
TRANSPORTATION

Scheduled For
10:00AM on
Tuesday, November 5, 2019



Home / [Planning and Programming](#) / CTP

Maryland's Draft FY 2020 - FY 2025 Consolidated Transportation Program (CTP)

What is the CTP?

DRAFT FY 2020 – FY 2025

CTP (Full Report)



The Consolidated Transportation Program (CTP) is Maryland's six-year capital budget for transportation projects. The CTP contains projects and programs across the Department, including the MDOT Maryland Aviation Administration, the MDOT Motor Vehicle Administration, the MDOT Maryland Transit Administration, the Washington Metropolitan Area Transit Authority, the MDOT Maryland State Highway Administration, the MDOT Maryland Port Administration, and the Maryland Transportation Authority. The CTP includes capital projects that are generally new, expanded or significantly improved facility or service that may involve planning, environmental studies, design, right-of-way acquisition, construction or the purchase of essential equipment related to the facility or service. An expanded description is shown for each major project, along with a list of minor capital projects

How is the CTP Developed?

After extensive consultation with Maryland's citizens, local jurisdictions and the local and State delegations, MDOT projects that preserve transportation system investments, enhance transportation services and expand transportation opportunities throughout the State are added to the CTP. In order to help Maryland's citizens review this document, the Draft CTP includes a summary of the Department's financing and budget process and an explanation of "how to read" each Project Information Form (PIF) is included.

What is the Annual Fall Tour Meeting?

Annually, the Maryland Department of Transportation (MDOT) meets with each County in the State of Maryland, along with Baltimore City, to share the Draft Consolidated Transportation Program between September 15th and November 15th. [The FY 2020 – FY 2025 Consolidated Transportation Program – Fall 2019 Tour Schedule is now available here](#) (note: Change to Baltimore County location AND St. Mary's County Date).

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What is the State Report on Transportation?

The State Report on Transportation (SRT) contains three important documents: the Maryland Transportation Plan (MTP), the Consolidated Transportation Program (CTP), and annual Attainment Report (AR) on Transportation System Performance. In addition to the three documents, there is a Highlights of the 2020 State Report on Transportation document.

Highlights of the 2020 State Report on Transportation

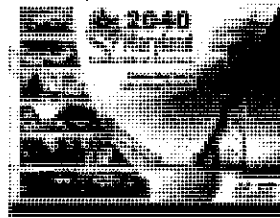


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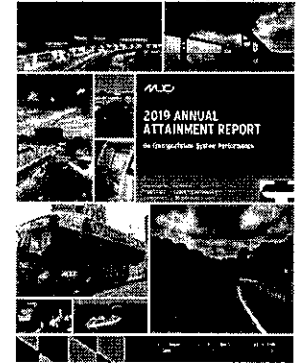
DRAFT FY 2020 – FY 2025 CTP (Full Report)



2040 Maryland Transportation Plan



2019 Attainment Report on Transportation System Performance (AR)



Consolidated Transportation Program Table of Contents

[Summary of the Consolidated Transportation Program](#)

[Significant Changes to the FY 2019 - FY 2024 CTP](#)

[FY 2019 Accomplishments](#)

[MDOT Capital Program Summary](#)

[System Preservation Minor Projects Program Levels](#)

[Major Bridge Projects](#)

[Bicycle and Pedestrian Related Projects](#)

[Regional Aviation Grants](#)

[Multimodal Freight Projects](#)

[MDOT The Secretary's Office](#)

[MDOT Motor Vehicle Administration](#)

[MDOT Maryland Aviation Administration](#)

[MDOT Maryland Port Administration](#)

[MDOT Maryland Transit Administration](#)

[Washington Metropolitan Area Transit Authority](#)

[MDOT State Highway Administration](#)

[Maryland Transportation Authority](#)

[Appendix A: Chapter 30 Scores](#)

[Glossary](#)

To see previous CTP Reports, visit: [Previous CTP Reports](#)

Any questions? For further information about this document, please contact the Maryland Department of Transportation, Office of Planning and Capital Programming.

Toll free: 1-888-713-1414 | Locally: 410.865.1288 | For the deaf: Maryland Relay 711

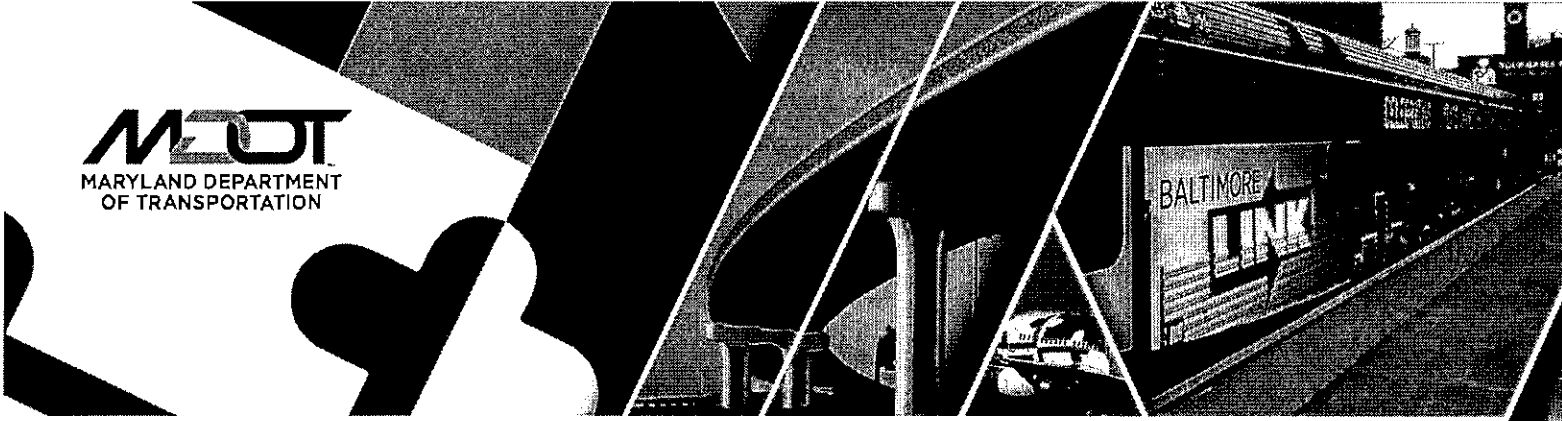
**2019 SCHEDULE
ANNUAL CONSULTATION MEETING**

Day	Date	County	Time	Location
Th	September 19	Balt. COUNTY	10:00 a.m.	NEW LOCATION Towson University, Johnny Unitas Stadium, Minnegan Room, 8000 York Road, Towson MD 21252 (Parking in Lot 20)
Th	September 26	Carroll	1:30 p.m.	Reagan Room (#003), County Office Building, 225 North Center Street, Westminster MD 21157
		Howard	5:00 p.m.	Howard Building, Banneker Room, 3430 Court House Drive, Ellicott City MD 21043
F	September 27	Harford	10:00 a.m.	Harford County Council Chambers, 212 South Bond Street, Bel Air MD 21014
		Balt. CITY	2:00 p.m.	City Hall, Curran Conference Room, 4 th Floor, 100 N. Holliday Street, Baltimore MD 21202
T	October 1	Queen Anne's	3:00 p.m.	Liberty Building, Commissioner's Hearing Room, 2 nd Floor, 107 North Liberty Street, Centreville MD 21617
		Kent	7:00 p.m.	Commissioner's Hearing Room, 400 High Street, Chestertown MD 21620 (thru ADA doors – 1 st door on right)
Th	October 3	Washington	10:00 a.m.	Washington County Library, 100 South Potomac Street, Hagerstown MD 21740
		Allegany	3:00 p.m.	County Office Complex, Room 100, 701 Kelly Road, Cumberland MD 21502
F	October 4	Garrett	10:00 a.m.	Commissioners Public Meeting Room, #209, 203 South 4 th Street, Oakland MD 21550 (<i>enter on Alder Street</i>)
Th	October 10	Wicomico	7:00 p.m.	Wicomico County Youth and Civic Center, Flanders Room, 500 Glen Avenue, Salisbury MD 21804
F	October 11	Cecil	10:00 a.m.	County Administration Building, Elk Room, 200 Chesapeake Boulevard, Elkton MD 21921
T	October 15	Caroline	10:30 a.m.	Board of Education Building, 204 Franklin Street, Denton MD 21629
		Talbot	3:00 p.m.	Talbot County Community Center, Wye Oak Room, 10028 Ocean Gateway, Easton MD 21601
		Dorchester	7:00 p.m.	County Office Building, Room 110, 501 Court Lane, Cambridge MD 21613
T	NEW DATE October 22	St. Mary's County	10:30 a.m.	Chesapeake Building, Commissioners Hearing Room, 1 st Floor, 41770 Baldrige Street, Leonardtown MD 20650
T	October 29	Calvert	10:30 a.m.	Commissioners Hearing Room, County Courthouse, 2 nd Floor, 175 Main Street, Prince Frederick MD 20678
		Charles	NEW TIME 3:00 p.m.	Government Building Conference Room (no number assigned), 200 Baltimore Street, LaPlata MD 20646
W	October 30	Frederick	7:00 p.m.	Winchester Hall, First Floor Hearing Room, 12 East Church Street, Frederick MD 21701
F	November 1	Prince George's	10:00 a.m.	County Admin. Bldg., Room 2027, 14741 Gov. Oden Bowie Drive, Upper Marlboro MD 20772
M	November 4	Anne Arundel	3:00 p.m.	Council Hearing Room, The Arundel Center, 44 Calvert Street, Annapolis MD 21401
		Montgomery	7:00 p.m.	County Office Building, Third Floor Hearing Room, 100 Maryland Avenue, Rockville MD 20850
T	November 5	Worcester	10:00 a.m.	Commissioners Meeting Room (Room 1101), Government Center, 1 West Market Street, Snow Hill MD 21863
		Somerset	2:00 p.m.	County Office Complex, Room 111, 11916 Somerset Avenue, Princess Anne MD 21853

Locations in bold are new for this year.

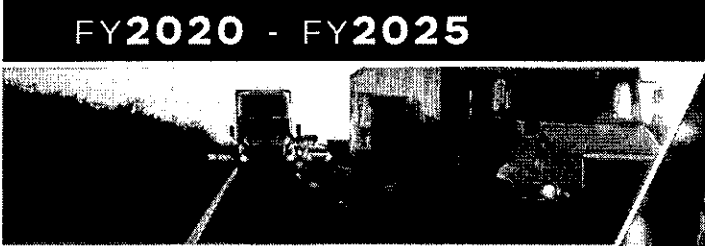
As of 9/26/2019

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CONSOLIDATED TRANSPORTATION PROGRAM

FY2020 - FY2025



DRAFT

**2020 STATE REPORT
ON TRANSPORTATION**

/ Larry Hogan
Governor

/ Boyd K. Rutherford
Lt Governor

/ Pete K. Rahn
Secretary



MARYLAND'S CONSOLIDATED TRANSPORTATION PROGRAM

The Consolidated Transportation Program (CTP) is Maryland's six-year capital budget for transportation projects. The Capital Program includes major and minor projects for the Maryland Department of Transportation (MDOT) business units; the Transportation Secretary's Office (MDOT TSO), the Maryland Aviation Administration (MDOT MAA), Maryland Port Administration (MDOT MPA), Motor Vehicle Administration (MDOT MVA), State Highway Administration (MDOT SHA), Maryland Transit Administration (MDOT MTA) – and related authorities to the MDOT, including the Maryland Transportation Authority (MDTA) and the Washington Metropolitan Area Transit Authority (WMATA).

In this document, you will find a Project Information Form (PIF) for every major project, which includes project details, financial information and construction status as well as a list of minor capital projects. MDOT works together with residents, local jurisdictions, and local and State elected officials to include projects in the CTP that preserve investments, enhance transportation services, and improve accessibility throughout the State. In order to help Maryland's citizens review this document, the CTP includes a summary of MDOT's financing and budgeting process and instructions for reading PIFs.

MDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact MDOT's Office of Diversity and Equity at 410-865-1397.

For the hearing impaired, Maryland Relay 711.

For further information about this document or to order a hard copy, please contact Ms. Dawn Thomason at the Maryland Department of Transportation, Office of Planning and Capital Programming toll free at 1-888-713-1414, or locally at 410-865-1288. This document also is available online at: www.ctp.maryland.gov.

For more information on Maryland transportation, please visit us on the web at www.mdot.maryland.gov.

TABLE OF CONTENTS

- Summary of the Consolidated Transportation Program 1
- Significant Changes to the FY 2019 - FY 2024 CTP A-1
- FY 2019 Accomplishments..... A-8
- MDOT Capital Program Summary..... A-12
- System Preservation Minor Projects Program Levels A-14
- Major Bridge Projects A-17
- Bicycle and Pedestrian Related Projects BP-1
- Regional Aviation Grants.....RA-1
- Multimodal Freight Projects.....FRT-1
- MDOT The Secretary's Office TSO-1
- MDOT Motor Vehicle Administration MVA-1
- MDOT Maryland Aviation Administration.....MAA-1
- MDOT Maryland Port Administration.....MPA-1
- MDOT Maryland Transit Administration MTA-1
- Washington Metropolitan Area Transit Authority WMAT-1
- MDOT State Highway Administration..... SHA-SW-1
- Maryland Transportation Authority MDTA-1
- Appendix A – Chapter 30 Scores APP A-1
- Glossary GL-1



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MARYLAND'S CONSOLIDATED TRANSPORTATION PROGRAM

The Maryland Department of Transportation (MDOT) is pleased to present the State's Draft six-year capital investment program for transportation, the Draft FY 2020 – FY 2025 Consolidated Transportation Program (CTP).

The CTP is the capital budget outlook and a key part of the State Report on Transportation (SRT) that MDOT publishes each year. The SRT contains three important documents: the Maryland Transportation Plan (MTP), the Consolidated Transportation Program (CTP), and the annual Attainment Report (AR) on Transportation System Performance. The MDOT just updated the MTP, a 20-year vision for Maryland's transportation system, in January 2019. The MTP was updated after five years through an extensive outreach effort with the public, local jurisdictions, and state agencies to ensure it reflects the needs and priorities of Marylanders. To learn more or review the 2040 MTP, visit the MTP website at: mdot.maryland.gov/MTP. The 2040 MTP goals are:

- Ensure a Safe, Secure, and Resilient Transportation System
- Facilitate Economic Opportunity and Reduce Congestion in Maryland through Strategic System Expansion
- Maintain a High Standard and Modernize Maryland's Multimodal Transportation System

- Improve the Quality and Efficiency of the Transportation System to Enhance the Customer Experience
- Ensure Environmental Protection and Sensitivity
- Promote Fiscal Responsibility
- Provide Better Transportation Choices and Connections

The CTP contains projects and programs across MDOT. It includes capital projects that are generally new, expanded or significantly improved facilities or services that may involve planning, environmental studies, design, right-of-way acquisitions, construction, or the purchase of essential equipment related to the facility or service.

ESTABLISHING PRIORITIES

This year's CTP reflects the priorities of MDOT as embodied in the goals outlined in the MTP, our mission (below), and the results we aim to achieve. These priorities must address federal and state requirements; local government mandates, interests, and concerns; and customer needs.



MISSION STATEMENT

"The Maryland Department of Transportation is a customer-driven leader that delivers safe, sustainable, intelligent, and exceptional transportation solutions in order to connect our customers to life's opportunities."

While the existing revenues are addressing many needs, MDOT recognizes that these revenues cannot address every need. Consequently, MDOT will use our resources strategically and efficiently to ensure that transportation investments address our mission and goals, as well as to:

- Facilitate economic opportunity in Maryland;
- Provide a safe and secure transportation experience;
- Provide exceptional customer service;
- Provide an efficient, well connected transportation experience;
- Use resources wisely;
- Deliver transportation solutions and services of great value;
- Communicate effectively with our customers;
- Be a good neighbor;
- Be a good steward of our environment; and
- Be fair and reasonable to our partners.

IF

The Maryland Open Transportation Investment Decision Act – Application and Evaluation (Chapter 30) requires MDOT to develop a project-based scoring system to rank major highway and transit transportation projects under consideration for funding in the Consolidated Transportation Program (CTP). Chapter 30 establishes nine goals and twenty-three measures to evaluate these major projects. The project prioritization model required under Chapter 30 does not select major transportation projects for funding but is one of many tools MDOT will utilize in its project selection process. The project evaluation results for this year are shown in the appendix of this Draft CTP.

MDOT has created a Chapter 30 scoring model that establishes how the twenty-three measures are defined and measured as well as created a weighting structure to score and prioritize the projects. For more information see the following website:

mdot.maryland.gov/newMDOT/Planning/Chapter_30_Score/Index.html

Facilitate Economic Opportunity in Maryland

Maryland's transportation system is essential to the State's economy. An efficient transportation system provides a competitive advantage to businesses in a regional, national and global marketplace. Transportation directly impacts the viability of a region as a place that people want to live, work and raise families, all critical to attracting a competent workforce. Transportation infrastructure provides value and investing in Maryland's transportation system creates jobs and supports Maryland industries and businesses. MDOT works to ensure its investments support a healthy and competitive state economy. It will do this by undertaking projects that improve access to jobs as well as improve freight and commodity flows and the movement of goods and services in and through Maryland. MDOT is currently advancing its largest construction program in its history reflecting unprecedented growth in transportation investments. In the fall of 2019, MDOT had 718 airport, highway, transit, port, bicycle and motor vehicle projects underway at a value of \$7.2 billion.

The Hogan Administration has declared Maryland "Open for Business" and continues to challenge MDOT to facilitate economic opportunity and to help create jobs. To do this, MDOT must focus on fixing our highways and bridges and addressing congestion issues all around the State by employing efficient and innovative transportation solutions. This year's Draft CTP continues the implementation of key new projects to address long-standing transportation issues across the State. Cost savings and innovative project delivery mechanisms have allowed MDOT to be in the fortunate position to move numerous projects forward to address many of the State's needs and invest public dollars in the most efficient and cost-effective way while supporting

economic development and creating or supporting jobs and minimizing impacts to Marylanders.

The Port of Baltimore helps keep Maryland "Open for Business" by continuing to break cargo records and maintaining its role as one of Maryland's top economic engines. In CY 2018, the Port's public and private marine terminals handled 43.0 million tons of cargo. This broke the prior record of 41.0 million tons in 1974 and ranked the Port as 11th in the nation for international cargo tonnage, and ninth in cargo value, at \$59.7 billion. It is expected that 2019 will be the fourth consecutive year the State-owned terminals handled more than 10 million tons of general cargo. The Port of Baltimore also set a record in 2018 by handling 807,194 cars and light trucks. It was the first time the Port surpassed 850,147 cars/light trucks and the eighth consecutive year handling more of that cargo commodity than any other U.S. port. The trend for 2019 continues to be higher than previous years.



Freight

Freight activity in Maryland and throughout the East Coast is expected to increase significantly in the coming decades. Maryland's location at the crossroads of the I-95 corridor and significant rail and marine corridors means that the infrastructure in Maryland is critical to the State, regional, and national economy. As much of Maryland's freight network is shared with passenger or vehicle operations, both freight and passenger growth will exacerbate already congested infrastructure throughout the State. The resulting chokepoints create significant challenges for freight and passenger movement in the region. It is imperative that MDOT work with local, state and federal officials and freight stakeholders to plan and facilitate the necessary improvements to

accommodate freight demand and allow for the cost-effective and safe movement of goods by all modes of transportation. Further, through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant Program, MDOT is a recipient of two grant awards. Cecil County has been awarded \$20 million in partnership with MDTA to build a new interchange at I-95 and Belvidere Road creating a direct connection to existing and planned distribution, warehousing, manufacturing and retail business in the Cecil County Principio Enterprise Zone. MDOT MPA was awarded \$6.55 million to add a second berth capable of serving 50-foot draft ultra large container vessels and help modernize the Port. Maryland will also receive \$125 million in other federal discretionary grant funding to go towards the Howard Street Tunnel expansion.

To meet these needs, MDOT is taking an aggressive approach to implement other multimodal freight solutions in Maryland. Please refer to the CTP Freight Summary Section on page FRT-1 of the CTP for a listing of all of MDOT's freight projects. In addition to capital projects, MDOT is involved in several freight planning efforts, including a Statewide Truck Parking Study and updated the Strategic Goods Movement Plan in 2017. Additional information on MDOT's freight activities can be found on MDOT's website at: mdot.maryland.gov/freight.

Provide a Safe & Secure Transportation Infrastructure

MDOT will not compromise on our commitment to continually improve the safety and security of our customers and partners in everything we do. It is critical that we commit to safety and security in our designs, in our construction, as well as how we operate and maintain the State's transportation system. We promote a culture of safety in our business practices and educate our traveling public on good safety behavior and practices. MDOT works with our federal and local law enforcement partners on a daily basis to constantly evaluate and implement measures to reduce the vulnerability of Maryland citizens and facilities. With federal and state investments, progress is being made on a variety of fronts.



MDOT Safety Pledge

Safety continues to be the number one priority for MDOT. Secretary Pete Rahn issued a challenge to Maryland's citizens to accept the safety pledge and agree to follow the State's highway safety guidelines when they drive, ride or walk. He even challenged more than 10,000 MDOT employees to re-sign the safety pledge. He continues to urge Marylanders to demonstrate safe behavior by focusing on some simple, common rules of the road.

- Have a safe and sober ride... a designated driver, cab, ride share, or public transportation.
- Park the phone before you drive. Distractions lead to more than 28,000 injuries per year in Maryland.
- Always buckle up! It's the single most important way to save your life in a crash.
- Adapt your driving. Leave a little early. You won't feel the need to speed or drive aggressively. • Look twice for pedestrians, bicyclists, and motorcyclists, especially when changing lanes or approaching an intersection.
- Use crosswalks and bike lanes. Be visible on the road.
- Move over when approaching an emergency vehicle or tow truck using visual signals. If you are unable to move over, slow down.

Traffic fatalities in Maryland declined from 558 in 2017 to 513 in 2018. For more information, see the safety pledge at: surveymonkey.com/r/MDOTsafetypledge.

Local Road Plans Addressing Local Traffic Incidents

Secretary Rahn sent a letter to all county officials in the State urging them to take on this safety effort and help build "a culture of safety" in Maryland. So far, five counties have completed plans and two counties are in development.

Strategic Highway Safety Plan

MDOT promotes traffic safety through the many infrastructure and behavioral programs and projects implemented by the MDOT State Highway Administration (MDOT SHA) and MDOT Motor Vehicle Administration's (MDOT MVA) Highway Safety Office, which is the lead agency for the State's Strategic Highway Safety Plan (SHSP). The SHSP is a statewide, comprehensive safety plan that provides a coordinated framework for reducing deaths and severe injuries on all public roads. Through extensive outreach and involvement of federal, State, local, and private sector safety stakeholders, the plan establishes statewide goals and critical emphasis areas. As an outgrowth of this initiative, many local communities have developed, or are in the process of developing, local road safety plans using the SHSP as a guide. The Federal Highway Administration (FHWA) has designated this program as a proven countermeasure because it tailors solutions to local issues and needs.

Recent investments completed to enhance public safety and security include projects at BWI Marshall Airport to create state-of-the-art passenger security screening areas between Concourses B and C and between Concourses D and E. These projects are providing for a post-security connection between Concourses A, B and C, as well as between Concourses D and E (the International Terminal).

In the summer of 2019, MDOT SHA completed MD 500 urban reconstruction improvements between MD 208 and MD 410. These included the construction of a landscaped median, new sidewalks, new crosswalks, bicycle lanes, and various traffic calming improvements to improve pedestrian and bicyclist safety. This \$12 million investment is one example of how MDOT SHA is working toward the safety and accommodation of all users of our roads.

In March, MDOT SHA reduced speed limits along several urban arterial routes, including MD 190, MD 187 and MD 97 (Georgia Avenue) in Montgomery County. Later this year, improvements will be made to MD 410 and MD 188 in Montgomery County and MD 210, 210 and US 1 in Prince George's County.

Airport Safety Projects

To promote compatible land use and protect navigable airspace near BWI Marshall and Martin State airports from hazardous structures and activities, MDOT MAA continued collaboration with Anne Arundel, Howard and Baltimore counties to review proposed development and issued Airport Zoning Permits for over 400 community infrastructure development projects. Additional recent MDOT MAA investments to enhance public safety and security include:

- Replacement and modernization of the exit-lane technology systems at Concourses A and B to maintain egress and airside security of the BWI Marshall terminal.
- Installation of 65 Bleeding Control Kits throughout the BWI Marshall terminal and support properties. These kits provide lifesaving bleeding control equipment such as tourniquets, pressure dressings and gauze bandages and puts them into the hands of the public to initiate life saving measures until the arrival of paramedics. This program supports the 2005 White House "Stop the Bleed" campaign – a National initiative to provide bystanders with the tools and knowledge to stop life threatening bleeding.
- Installation of LED high-mast lighting on the Concourse A apron to improve safety and efficiency of airline and baggage ground handling operations at night
- Remarketing of walkways in front of the BWI Marshall terminal to enhance pedestrian safety along the busy passenger drop-off/pick-up curbside.

Provide an Efficient, Well-Connected Transportation Experience

MDOT will provide an easy, reliable transportation experience throughout the system including enhancing connections and developing world class transportation facilities and services. The users of Maryland highways face some of the nation's worst congestion. This fact has stifled economic development across the State. The Hogan Administration continues to direct MDOT to address long-standing congestion issues by initiating projects statewide that will serve to increase mobility and move traffic more efficiently. Construction of new highway capacity to accommodate travel has not kept pace with demand.

Maryland has the second-longest commuting times in the country, and the Washington metropolitan region is the most congested region in the nation based on annual delay and congestion cost per auto-commuter data. In June 2019, the Board of Public Works voted to advance the I-495 and I-270 Public-Private Partnership (P3) Program, allowing Governor Hogan's administration to further explore the feasibility of relieving the traffic congestion in the National Capital Region. The I-495 and I-270 P3 Program is an historic effort to dramatically reduce congestion for millions of travelers in the National Capital Region. Improvements will transform these overloaded interstates, allow people to reach their destinations faster, provide more reliable trips, enhance existing and planned multimodal mobility and connectivity, and enhance the economic viability of the region. The Hogan Administration's proposed Baltimore area Traffic Relief Plan will extend the Express Toll Lanes (ETLs)

on I-95 and provide innovative congestion relief on I-695 (Baltimore Beltway). The third element of the Traffic Relief Plan is the deployment of cutting-edge smart traffic signals to improve traffic operation and ease congestion on 14 major corridors across the State. The system uses real-time traffic conditions and computer software that adjusts the timing of traffic signals, synchronizes the entire corridor, and effectively deploys artificial intelligence to keep traffic moving. These improvements are critical to relieve our most congested State Arterial roadways, spur economic development, and restore quality of life for countless Marylanders who have been negatively affected by years of traffic congestion. More information on the Traffic Relief Plan is available on the MDOT SHA website at: roads.maryland.gov and the MDOT P3 website at: 495-270-p3.com/.

Use Resources Wisely

MDOT receives resources from our customers and they expect excellent products and services in return. In order to better serve our customers, MDOT must maximize the value of every dollar we spend. MDOT continues to place a high priority on allocating funds toward system preservation. The CTP reflects significant investments in the bridge program, road and runway resurfacing, rail car overhauls and replacements, bus replacements, and general facility rehabilitation, replacement and upkeep.



A key focus area is the condition of bridges across Maryland. MDOT SHA continues to make significant progress in reducing the number of poor rated bridges (bridges are safe but need repairs/replacement) on the State's highway system to ensure safe travel for Maryland motorists and users of our system. There were 69 bridges identified as poor rated when Governor Hogan took office in 2015. All 69 of those bridges have either been addressed or are currently under construction. Each year, additional bridges are identified as poor rated. Currently, there are only 19 poor rated bridges identified since 2015 that are left to be addressed. Projects are underway in design for these 19 remaining bridges.

In addition, MDOT SHA spent more than \$210 million on improving roads in Fiscal Year 2019. MDOT SHA has improved or treated more than 60% of our pavement network since 2015. This milestone marks the improvement of nearly 10,500 lane miles, calculated by miles of highway multiplied by the number of lanes, improving safety and enhancing the customer experience for millions of drivers across the State.

Deliver Transportation Solutions and Services of Great Value

MDOT will deliver transportation solutions on time and within budget. We will use strategies to ensure that the transportation solution meets the needs of our customers and eliminates unnecessary costs.

Transit

Providing safe, efficient and reliable transit services with world-class customer service is a priority for MDOT. MDOT is committed to working with all of MDOT MTA's customers to improve the region's transit system.

Reliable, On-Time Service

The launch of BaltimoreLink in June 2017 provided more people with faster and more reliable access to transit, jobs, and services in the region. Since the launch of BaltimoreLink, on-time performance (OTP) has dramatically improved to a high of 71.4% in March 2019. This compares to last year's 68.9% and the pre-BaltimoreLink OTP rate of 59.5%. To achieve improved OTP, MDOT MTA has implemented new programs and innovations to make riding easier and more efficient than ever. Over five miles of dedicated bus lanes are producing an average travel time savings of nine percent, with up to 31 percent travel time savings in some corridors. In addition, Transit Signal Priority is reducing travel time by up to 22 percent during peak periods.

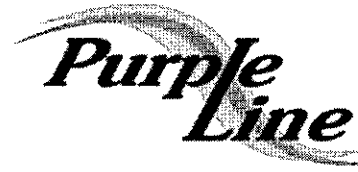
MDOT MTA has also introduced two new mobile apps for smart phones. The CharmPass Mobile Ticketing app, introduced in September 2018, allows riders to pay for MDOT MTA services from a smart phone. Additionally, MDOT MTA launched a partnership with Transit app in June 2018, which provides real-time transit information, trip planning and step-by-step navigation. Real-time Global Positioning System (GPS) data is one of the tools MDOT MTA uses to manage and monitor service. This past winter, for the first time ever, MDOT MTA utilized real-time data to refine bus schedules. MDOT MTA also uses real-time data daily to resolve identified service issues along specific routes. In May 2019, MDOT MTA launched a new online performance dashboard that offers searchable performance data for all CityLink, LocalLink and Express BusLink routes including on-time, early and late arrival percentages. To learn more about the performance improvements, visit: mta.maryland.gov/performance-improvement.

Regional Transit Plan for Central Maryland

MDOT MTA is leading the development of a new Regional Transit Plan for Central Maryland. Providing a 25-year vision of mobility, this plan will define public transportation goals for Central Maryland including Anne Arundel County, Baltimore County, Baltimore City, Harford County, and Howard County. The Regional Transit Plan will reflect our rapidly changing world and changes in the ways we travel. For example, the sharing economy provides new alternatives including sharing services for bikes, cars, scooters, and rides. Additionally, mobility apps provide multimodal and real-time information about transportation options, empowering us to make choices that work for us. MDOT MTA is collaborating with a broad range of partners including a newly-formed Central Maryland Regional Transit Plan commission, local governments, other transit providers, and the public to develop this plan. The plan will focus on seven topics to provide a better understanding of what transit resources exist while also exploring opportunities to improve mobility. Those topics include: State of Good Repair, Funding, New Mobility, Customer Experience, Service Quality and Integration, Access, and Corridors. To learn more about the Regional Transit Plan, visit rtp.mta.maryland.gov.

Purple Line

Construction is underway along the entire 16-mile Purple Line light rail corridor. Since the project broke ground in August 2017, utility relocation, earthwork, bridge reconstruction, construction of the Glenridge Operations and Maintenance Facility, and tunnel excavation have been ongoing. Light rail vehicle production is also underway. Meetings with the eight Community Advisory Teams along the Purple Line are continuing throughout construction.



MDOT officials signed the \$5.6 billion public-private partnership contract in April 2016 with the Purple Line Transit Partners to design, build, finance, operate, and maintain the light rail system. The Purple Line will run east-west inside the Capital Beltway, with 21 stations connecting to: Metrorail's Orange, Green, and Red lines; the MARC Brunswick, Camden, and Penn lines; and Amtrak at New Carrollton. For more information, visit: purplelinemd.com.

MDOT officials signed the \$5.6 billion public-private partnership contract in April 2016 with the Purple Line Transit Partners to design, build, finance, operate, and maintain the light rail system. The Purple Line will run east-west inside the Capital Beltway, with 21 stations connecting to: Metrorail's Orange, Green, and Red lines; the MARC Brunswick, Camden, and Penn lines; and Amtrak at New Carrollton. For more information, visit: purplelinemd.com.

Transit Fleet Improvements

MDOT MTA's revenue vehicles are being replaced and overhauled to improve the customer experience with more comfortable, reliable vehicles. MDOT MTA recently purchased 140 clean diesel buses and ensured long-term commitment through a five-year replacement contract. Replacement Metro SubwayLink railcars are in production and Light RailLink railcars are undergoing a comprehensive overhaul now. MobilityLink paratransit vehicles also continue to be replaced. MARC Train began operating eight new locomotives in 2018 and is overhauling 63 of the passenger cars.

Practical Design

To benefit the entire Maryland transportation network, MDOT has been developing engineering policies for all of its business units that incorporate the principles of practical design, which focuses on producing safe and efficient projects that address the most important needs at the most economical cost. The goal is to build good projects to achieve a safe, well-performing transportation system throughout the State without shifting the cost burden to maintenance. MDOT's Practical Design Policy provides a process for all planning, preliminary engineering, and design activities. The policy ensures that safety is never compromised, design solutions are reached collaboratively, and the project's needs are met.

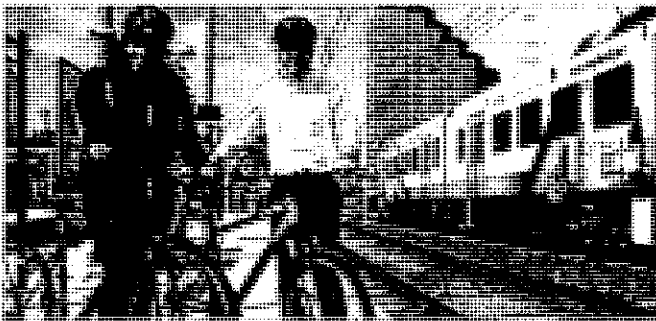
MDOT SHA uses the Practical Design process to define the needs of each project at the outset and ensures that design solutions meet these needs for the least cost. This process has been refined to increasingly focus on context in identifying project specific outcome performance that address the needs of our diverse users. This data driven approach ensures that our customers receive projects of great value, while also leaving additional resources to provide for a better overall system.

Be a Good Neighbor

As the owner of statewide transportation facilities, MDOT must work with our neighbors to find solutions that work for our customers and are sensitive to our neighbors. This includes examining all of the modes of travel including flying, driving, riding transit and even freight coming into the Port.

Maryland, like many parts of the country, is seeing an increased interest in biking and walking as significant transportation mode choices. Each is an integral part of the state's broader transportation approach, and a key element to how the agency seeks to deliver on our mission of providing excellent customer service. Safe infrastructure for cyclists and pedestrians is also essential in how MDOT contributes to the broader statewide goals of reducing greenhouse gas emissions, alleviating congestion, encouraging healthy activities, and supporting activity-based tourism and economic development.

This year's CTP reflects the strength of MDOT's ongoing commitment to improving bicycle and pedestrian safety and access across the State. The \$169.4 million in the Draft CTP includes not only continued commitment to our key discretionary programs, such as the Federal Transportation Alternatives Program and the State's Bikeways Program, but significant investment in MDOT projects that support the improved access and safety of cycling and walking throughout Maryland. Moreover, these program investments will be strengthened by the fresh guidance being provided for all MDOT customers in Maryland. Newly targeted strategies and initiatives identified in this document, along with the 2040 Maryland Transportation Plan, ensure that MDOT is responsive to the changing needs and opportunities to improve bike and walk connectivity and safety for all MDOT customers.



Be a Good Steward of our Environment

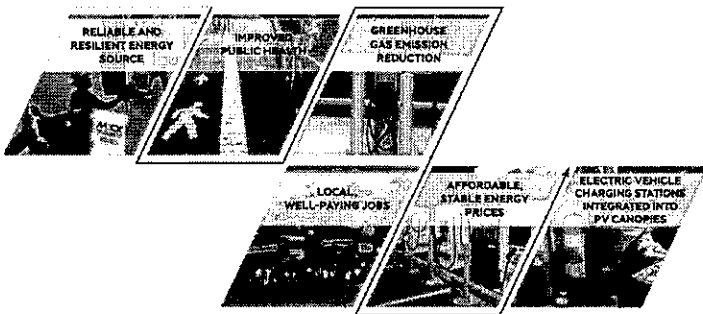
MDOT is committed to environmental stewardship and continues to be a national leader in implementing innovative and multimodal strategies that protect our natural, cultural, and community resources. The following examples illustrate how MDOT works in coordination with State, local, and national partners, among others, to ensure that we make progress toward our state and local goals related to air and water quality, as well as energy and land conservation.

Through partnerships with the Maryland Department of Environment (MDE) and the State's Metropolitan Planning Organizations (MPOs), MDOT is reducing emissions of criteria pollutants, such as particulate matter, as well as the ozone precursors, volatile organic compounds (VOCs) and nitrogen oxides (NOx). In addition to addressing the National Ambient Air Quality Standards (NAAQS) for criteria pollutants, set by the US Environmental Protection Agency (EPA), MDOT is also working to reduce greenhouse gas (GHG) emissions from the transportation sector. Maryland has goals to reduce GHG emissions statewide by 25 percent in 2020, and by 40 percent in 2030, from 2006 emissions levels. MDOT produces annual reports illustrating the progress made toward reducing transportation sector GHGs and submits those state agency reports to the Maryland Commission on Climate Change and the Maryland General Assembly. Criteria pollutant and GHG emissions from the transportation sector are greatly reduced through the advancement of vehicles technologies. In particular, the passage of corporate average fuel economy (CAFE) standards, the advent and adoption of electric and hybrid-electric vehicles, and the burgeoning opportunity afforded through connected and automated vehicle technologies. MDOT also invests in a variety of Travel Demand Management (TDM) strategies which provide alternatives to driving alone and limit emissions from the transportation sector. TDM efforts, such as carpooling, car sharing, transit, teleworking, and variable pricing infrastructure, as promoted in the Commuter Choice Maryland program, reduce congestion and lower commuting costs, in addition to providing environmental benefits.

Continuing our commitment to the environment and dedication to using resources wisely, MDOT currently has five photovoltaic (PV) systems installed on its properties, which total approximately 1.8 megawatts (MW). Under the new, MDOT renewable Energy Master Contract, six Master Contractors will compete to install additional PV systems on MDOT property. The program is one of the first of its kind by a state transportation agency, and also allows for Maryland Counties, municipalities, instrumentalities of the State, and other non-State of Maryland governments or government agencies and not for profit 501 (c) (3) organizations within the State of Maryland to purchase the Contractors' services covered by the Master Services Agreement (MSA).



By coordinating land-use, transportation, and resource planning with partners in other agencies and local governments, MDOT helps to ensure that the investments made will meet multiple needs for the citizens of Maryland. Using the State's Green Infrastructure Plan and Chesapeake Bay Restoration priorities as a guide, MDOT agencies are minimizing negative impacts and using project mitigation to support the State's broader conservation goals. To help decrease pollution from entering our waterways, the CTP supports a three-pronged approach. Retrofitting older parts of the transportation network with the latest stormwater management technology; restoring natural filters through stream restoration, forest establishment and wetland creation; and adopting protective operational practices will move the State closer to meeting mandated water quality targets.



Commuter Choice Maryland



Maryland has the second longest average commute in the Nation where commuters spend an average of 32 minutes sitting in traffic traveling to work – resulting in diminished productivity, extreme frustration and lost time. To mitigate traffic congestion and support both the mobility, health and wealth of its community, environment, and business partners, MDOT has launched Commuter Choice Maryland.

The benefits of Commuter Choice Maryland are significant. Commuter Choice Maryland encourages commuters to explore and use alternate means of transportation to and from work, giving them travel choices when convenient to them, such as transit, ridesharing (carpool/vanpool), biking, walking, teleworking, and alternative flexible work schedules. All of these options help to reduce commuter stress, reduce congestion and conserve energy. We have also seen that Commuter Benefits helps to attract and retain top employee talent.

Maryland businesses who offer Commuter Benefits can also take advantage of the Maryland Commuter Tax Credit, designed to encourage businesses of all sizes to provide Commuter Benefits to their employees.



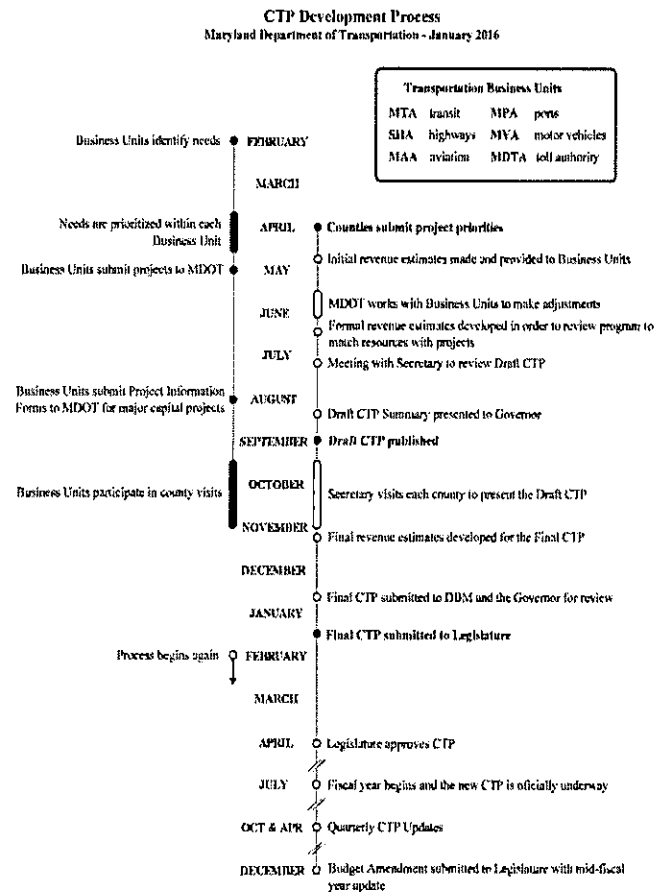
To learn more, please visit CommuterChoiceMaryland.com or email: commuterchoice@mdot.maryland.gov or call: 410-865-1100 between 8:30 am and 5:00 pm Monday – Friday.

Process for CTP Development

The CTP takes nearly a full year to create through the collaboration and work of MDOT staff with state, regional and local elected officials. Each year, local jurisdictions are encouraged to submit priority project(s) to the State by April. It is important for MDOT to hear from local jurisdictions to facilitate collaboration on state and local needs. MDOT uses the following criteria to identify projects and programs that respond to the State's transportation priorities.

These criteria include:

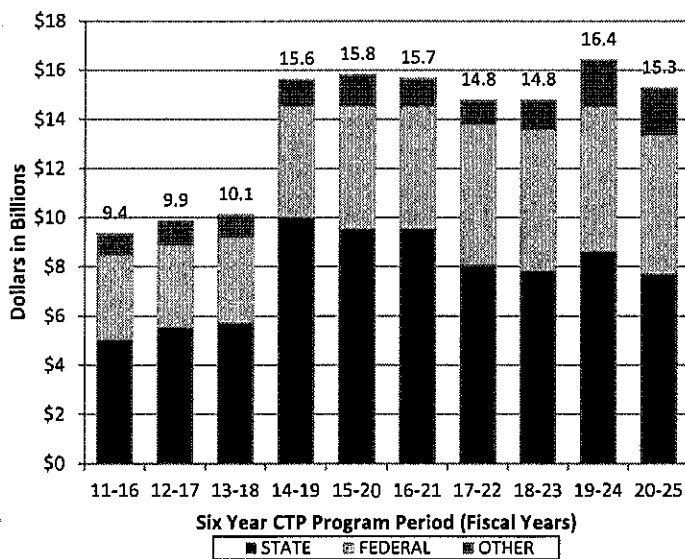
- Meets all federal and other legal mandates (e.g. Total Maximum Daily Load (TMDL) compliance, Positive Train Control (PTC), Federal Aviation Administration (FAA) regulations to maintain airport permits);
- Supports MDOT's program priorities and MTP goals (safety, system preservation, economic development, etc.);
- Meets all federal match requirements to maximize federal revenue sources;
- Supports the State plans and objectives;
- Supports existing project commitments and upholds intergovernmental agreements;
- Is the single top priority within a local priority letter;
- Is consistent with local plans; and
- Is included in the regional Metropolitan Planning Organization (MPO) long-range plan (if the project is located within an MPO boundary).



FINANCING MARYLAND'S TRANSPORTATION PRIORITIES

In developing the CTP and establishing funding levels, MDOT must account for state and local economic growth, fluctuations in state transportation revenue, and allocations of federal funding. The State's Transportation Trust Fund supports MDOT investments through a dedicated account. The Transportation Trust Fund utilizes a variety of revenue sources, which provides funding that enables MDOT to address important capital and operating needs including congestion relief, safety improvements, transit availability; and maintain the competitiveness of the Port of Baltimore and the BWI Marshall Airport.

**Maryland Department of Transportation
TOTAL CAPITAL PROGRAM LEVELS**



State Revenue Projections

Total projected revenues amount to \$30.6 billion for the six-year period. This estimate is based on the revenue sources used by MDOT and includes bond proceeds and federal funds that will be used for operating, capital and debt payment expenses. The projection does not assume any future State tax or fee increases beyond those changes enacted to date.

Pertinent details are as follows:

- **Opening Balance:** MDOT will transition to a \$175 million fund balance over the program period to accommodate working cash flow requirements throughout the year.
- **Motor Fuel Tax:** This revenue is projected to be \$7.4 billion over the six-year period. As of July 1, 2019, the motor fuel tax rates were 36.7 cents per gallon gasoline and 37.45 cents per gallon diesel fuel. These rates include the revenue components provided by the Transportation Infrastructure Investment Act of 2013. The Consumer Price Index (CPI) effect is estimated to average 4.2 cents per gallon over the program period. The 5 percent sales and use tax equivalent rate effective July 1, 2019 is 10.5 cents per gallon. The rate is estimated to average 10.9 cents per gallon over the program period.
- **Motor Vehicle Titling Tax:** This source is projected to yield \$5.8 billion. The titling tax of 6 percent of the fair market value of motor vehicles, less an allowance for trade-in vehicles, is applied to new and used vehicles sold and to vehicles of new residents. This revenue source follows the cycle of auto sales with periods of decline and growth. It is projected that this six-year planning period will follow a normal business cycle around an underlying upward trend.
- **Motor Vehicle Registration/Miscellaneous, and Other Fees:** These fees are projected to generate \$4.1 billion. This forecast assumes revenues will increase an average of 1.5 percent every two-year cycle.
- **Corporate Income Tax:** The transportation share of corporate income tax revenues is estimated to be \$1.3 billion. MDOT receives 14.6 percent of the State's 8.25 percent corporate income tax revenues.
- **Federal Aid:** This source is projected to contribute \$6.2 billion for operating and capital programs. This amount does not include \$599 million received directly by the WMATA. The majority of federal aid is capital; only \$633 million is for operating assistance. Since federal aid

supports a significant portion of the capital program, a more detailed discussion of federal aid assumptions is presented in the next section of this summary.

- **Operating Revenues:** These revenues are projected to provide a six-year total of \$3.1 billion, with \$1.1 billion from MDOT MTA, \$344 million from MDOT MPA, and \$1.7 billion from MDOT MAA. MDOT MTA revenues primarily include rail and bus fares, which became indexed to inflation beginning in fiscal year 2015, as provided by the Transportation Infrastructure Investment Act of 2013. MDOT MPA revenues include terminal operations, the World Trade Center, and other Port related revenues. MDOT MAA revenues include flight activities, rent and user fees, parking, airport concessions, and other aviation-related fees.
- **Bond Proceeds:** It is projected that \$2.2 billion of bonds will be sold in the six-year period. The level of bonds that could be issued is dependent on the net revenues of MDOT. This level of bonds is affordable within the financial parameters used by MDOT.
- **Other Sources:** The remaining sources are projected to provide \$464 million. These sources include earned interest from trust funds, reimbursements, and miscellaneous revenues.

FEDERAL AID ASSUMPTIONS

Enacted in December 2015, the Fixing America's Surface Transportation (FAST) Act re-authorized federal funding for highway, transit and other multimodal projects through September 30, 2020. The FAST Act includes some policy changes, a new focus on freight and provides funding certainty for five full years through September 2020 including built-in inflation from existing funding levels.

The bill focuses on establishing a new formula program for freight, increases some flexibility in spending by converting certain funds into block grants, and streamlines certain functions by eliminating duplications and creating some pilot programs. Authorization does not mean appropriation. While Congress authorized a five-year transportation bill, each year, Congress must then appropriate the funds through the federal budget process, which can be at lower amounts than authorized. For FFY 20, this CTP assumes that Congress will appropriate the FAST Act authorized amounts in the transportation bills for FFY 2020 and continue this inflated funding through FFY 2025.

Federal aid, representing 21 percent of the total funding in Maryland's Transportation Trust Fund (TTF), supports the multimodal investments in the State's FY 2020 - FY 2025 Consolidated Transportation Program (CTP).

Highways and Transit

Most of the federal funds received by MDOT come from the Federal Highway Trust Fund (FHTF), which provides transportation investment for projects in the following areas: highways and transit, multimodal freight, safety and security, system preservation, bike and pedestrian, and congestion mitigation.

The CTP allocates these federal funds to projects in the program based on reasonable assumptions of authorization given the FAST Act. MDOT expects to have approximately \$665 million in highway formula funding and \$199 million in transit formula funding in FFY 2020 for MDOT projects. The Purple Line has received a commitment from the Federal Transit Administration for New Starts funding. The FFY 2018 Appropriations Act supported the Administration's request for \$900 million for Maryland's Purple Line, and to date the project has received \$445 million in appropriations from the combined FFY 2016 - FFY 2018 Appropriations bills.

Federal highway program funds authorized and apportioned to the states are subject to annual ceilings, which determine how much of the authorized money can be obligated in any given year. This ceiling is referred to as Obligation Authority (OA) and is imposed by Congress annually in response to prevailing economic policy. Since FFY 2004, OA has ranged from 84 percent to 95 percent. The OA level received in FFY 2018 was 91.7 percent. Given that Congress has passed a long-term bill with inflation built in, this CTP assumes an OA level of 94.0 percent for FFY 2020 through FFY 2025.

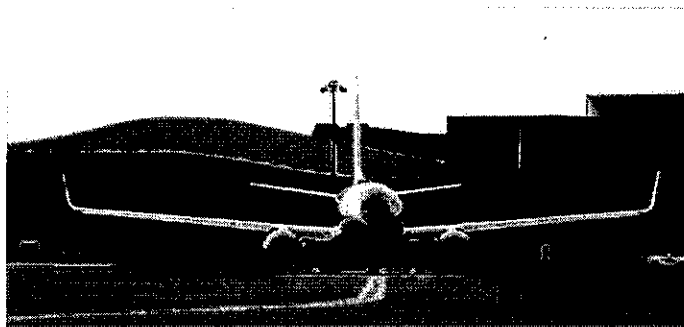
Washington Metropolitan Area Transit Authority — WMATA

Under the Fixing America's Surface Transportation (FAST) Act, in FY 2020, the Washington Metropolitan Area Transit Authority (WMATA) anticipates receiving \$348.5 million in FTA formula grants and \$3.6 million in other federal grants (Congestion Mitigation and Air Quality) for bus and rail preservation activities. Additionally, FFY 2020 funding of \$148.5 million is provided through the Passenger Rail Investment and Improvement Act (PRIIA). In total, WMATA expects to receive \$500.6 million in federal capital funding in FY 2020.

The region's jurisdictions created WMATA through an interstate compact as an agency of the State of Maryland, the District of Columbia and the Commonwealth of Virginia. Even with the recent creation of dedicated funding

in all three jurisdictions, federal funding is still WMATA's largest single source of capital funding. Overall, WMATA's six-year capital budget is \$9.3 billion; with \$2.9 billion from federal sources, \$5.9 billion in state/local funding, and \$408 million from other sources.

MDOT's top priority is to restore the safety and reliability of the WMATA system. This is demonstrated through investments in safety and state of good repair. This CTP includes a total of \$300 million (\$50 million each year in FFY 2019 through 2024) as Maryland's matching contribution required by the federal PRIIA legislation. To date, the signatory parties have fulfilled their promise by providing funds to match federal grants provided from FFY 2010 through FFY 2019.



Aviation

The Federal Aviation Administration (FAA), through the Airport Improvement Program (AIP), is authorized to provide federal entitlement and discretionary funding for airport projects. The MDOT MAA estimates annual AIP entitlement funding will range from \$3.5 million to \$4.0 million for the BWI Marshall Airport during the six-year period. Entitlement funding is calculated using enplanement and cargo-based formulas for the BWI Marshall Airport and adjusted based on the airport's authority to collect Passenger Facility Charges (PFC). The FAA Reauthorization Act of 2018 extended FAA authority to 2023. The MDOT MAA has received entitlement AIP funding of \$3.1 million in FFY 2017 toward the Concourse E Passenger Boarding Bridges; and in FFY 2018 \$3.4 million toward the Midfield Area Apron Expansion. In addition, the MDOT MAA received \$7.8 million of discretionary AIP funding in FFY 2018 toward the Taxiway B Reconstruction Phase 1; and \$7.8 million in FFY 2017 toward the Concourse B Apron Reconstruction.

Martin State Airport continues to receive its annual AIP entitlement funding of \$150,000 which is applied to eligible projects. Several development projects at Martin are expected to become eligible for AIP discretionary funding pending a favorable finding on the ongoing programmatic Environmental Assessment (as required by the National Environmental Policy Act (NEPA)) which is anticipated to be complete in late 2019/early 2020.

In Fiscal Year (FY) 2019, MDOT MAA administered \$4.46 million to public-use airports across the State through the Statewide Aviation Grant Program. These grants support the flying public with airport improvement and infrastructure preservation projects, safety equipment acquisitions and environmental compliance activities. This State investment leveraged over \$21 million in matching FAA funds and \$2.2 million in airport owner investment. This level of funding is expected to provide \$15-\$20 million each year over the next over the next six years.

Port of Baltimore

During FY 19 the MDOT Maryland Port Administration (MPA) received approximately \$5.0 million in federal assistance through Water Resources Reform and Development Act to support the Port's dredging activities. The MDOT MPA received approximately \$0.3 million in other environmental-related grants to support its efforts in being a good steward of our environment. The MDOT MPA expects to receive approximately \$4.0 million in dredging and environmental grants in FY 20.

The MDOT MPA was awarded a BUILD Grant of \$6.6M in December of 2018 through the U.S. Department of Transportation to support Ports America Chesapeake, MDOT MPA's tenant, with the Seagirt Marine Terminal Berth 3 modernization project. This project will increase capacity for ultra-large containerships and improve the nation's economic competitiveness by making the Port of Baltimore more efficient. The project includes adding a second 50-foot deep berth, landside improvements at the new berth, and dredging to widen and deepen the turning basin.

Terminal security efforts are enhanced with federal assistance through the Port Security Grant Program. The MDOT MPA anticipates federal assistance of approximately \$0.9 million to facilitate several projects to improve security at its terminals.

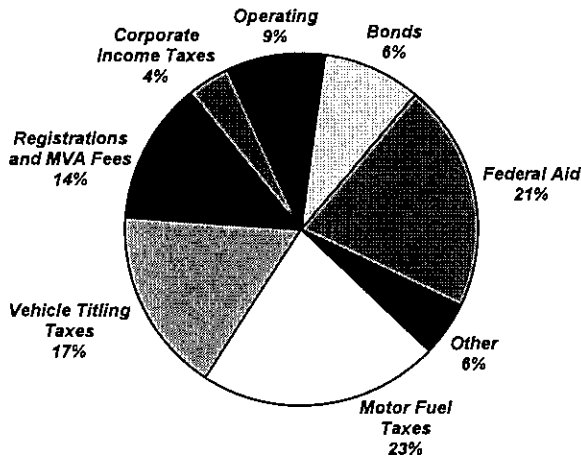
Announced by USDOT in July 2019, Maryland will receive \$125 million as part of the federal Infrastructure For Rebuilding America (INFRA) Grant Program. The funding will allow the state in partnership with CSX to increase the Howard Street Tunnel's clearance to allow for double-stack shipping containers. This

will increase the number of containers handled by the Port of Baltimore and generate a significant amount of new jobs.

WHERE THE MONEY COMES FROM...

Maryland's transportation system is funded through several dedicated taxes and fees, federal aid, operating revenues, and bond sales, which are assigned to the Transportation Trust Fund. This fund is separate from the State's General Fund, which pays for most other State government operations and programs. MDOT's customers pay user fees for transportation infrastructure and services through motor fuel taxes, vehicle titling taxes, registration fees, operating revenues, and corporate income taxes. The motor fuel tax and vehicle titling tax are two of the largest sources of MDOT revenue. Operating revenues include transit fares and usage fees generated at the Port of Baltimore and BWI Marshall Airport. In addition to collecting revenue within the State, Maryland also receives federal aid for its transportation program. These federal funds must be authorized by a congressional act. The United States Congress enacted federal surface transportation authorizing legislation, known as the FAST Act, in December 2015, which provides investment in transportation infrastructure through FFY 2020.

Where The Money Comes From

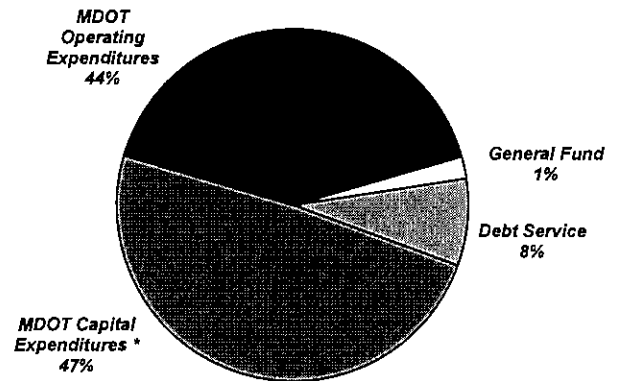


Total projected Trust Fund revenues amount to \$30.6 billion for the six-year period covered by this CTP. These amounts are based on the assumption that the economy will continue along a moderate growth scenario for the next six years. MDOT maximizes our finances by leveraging them with bonds, discretionary grants and Public-Private Partnerships.

WHERE THE MONEY GOES...

The MDOT program is fiscally constrained, meaning that the list of projects is tied to estimates of future revenue. The Trust Fund supports operation and maintenance of State transportation systems, administration, debt service, and capital projects. A portion of these funds is directed to the General Fund. Funding is also provided as capital grants to Maryland's counties and Baltimore City for local transportation needs. After operating costs, debt service, and local transportation grants, the remaining money goes toward funding capital projects. This document, Maryland's Draft CTP, is the six-year capital budget for all State transportation projects. This Draft FY 2020 – FY 2025 CTP totals \$15.3 billion, \$14.3 billion of which comes through the Trust Fund and \$1.0 billion from "Other" fund sources, including local contributions, WMATA direct funding, PFC airport fees, etc.

Where The Money Goes



* Includes local transportation grants

Planned Capital Expenditures

FY 2020-2025 DRAFT CTP SUMMARY (\$ MILLIONS)					
	STATE FUNDS	FEDERAL AID	OTHER*	TOTAL	PERCENT OF TOTAL
MDOT TSO	131.3	13.2	2.8	147.3	1.0
MDOT MVA	143.2	0.0	0.0	143.2	0.9
MDOT MAA **	234.7	55.4	217.1	507.3	3.3
MDOT MPA	666.9	17.1	21.8	705.8	4.6
MDOT MTA	860.8	1,915.9	188.6	2,965.3	19.4
WMATA	1,161.1	0.0	1,544.2	2,705.3	17.7
MDOT SHA	4,531.7	3,586.3	0.0	8,118.0	53.1
TOTAL	7,729.6	5,588.0	1,974.5	15,292.1	100.0

Note: Figures may not add perfectly due to rounding.

* Funds not received through the Trust Fund. Includes some funds from Maryland Transportation Authority (MDTA), Passenger Facility Charges (PFC), Customer Facility Charges (CFC) and federal funds received directly by WMATA.

** Projects using non-trust fund financing sources are included in the total.

MDOT TSO – Transportation Secretary's Office

MDOT MVA – Motor Vehicle Administration

MDOT MAA – Maryland Aviation Administration

MDOT MPA – Maryland Port Administration

MDOT MTA – Maryland Transit Administration

WMATA – Washington Metropolitan Area Transit Authority

MDOT SHA – State Highway Administration

EVALUATING OUR PERFORMANCE

In 2000, the Maryland General Assembly passed a bill requiring MDOT to develop an Annual Attainment Report (AR) on Transportation System Performance. The main objectives of the AR are to do the following:

- Report on progress toward achieving the goals and objectives in the MTP and the CTP;
- Establish performance indicators that quantify achievement of these objectives; and
- Set performance targets.

The performance measures evolve and are updated periodically in a collaborative effort between the Secretary's Office, the transportation business units, and, every 4-5 years, with an AR Advisory Committee. The performance measures were updated last year, in the spring of 2018, with the AR Advisory Committee, based on the updated 2040 MTP Goals and Objectives (please visit mdot.maryland.gov/ARAC). The AR documents show MDOT is achieving its goals and objectives based on performance indicators and helps Maryland citizens assess improvements to its transportation system.

Since 1996, MDOT has also participated in the State's Managing for Results (MFR) effort as part of the budget process. MFR is a strategic planning, performance measurement, and budgeting process that emphasizes use of resources to achieve measurable results, accountability, efficiency, and continuous improvement in state government programs.

Through coordination with MPOs and adjacent state DOTs, MDOT developed baseline performance measures and targets for the MAP-21/FAST Act federal safety, infrastructure condition, and system performance measures:

- Pavement condition of the Interstate System and on the remainder of the National Highway System (NHS).
- Travel time reliability on the Interstate System and the remainder of the NHS.
- Bridge condition on the NHS.
- Fatalities and serious injuries (both number and rate per vehicle miles traveled) on all public roads.
- Traffic congestion.
- On-road mobile source emissions.
- Reliability of truck travel time on the Interstate System.

MDOT will continue to work with USDOT, the regional MPOs, and other stakeholders to respond to these new requirements now that the final regulations and guidance have been issued to ensure we demonstrate the effectiveness of MDOT's programs.

Finally, MDOT is internally assessing its performance in meeting our customers' needs through our quarterly MDOT Excelsior program. This performance measurement system uses data to target structural and process improvement efforts to make MDOT better. This is achieved through ten teams representing all of the TBUs. The teams develop and implement new and improved initiatives across the organization. For more information, visit: mdot.maryland.gov/MDOTExcelsior.

HOW TO READ THIS DOCUMENT

The Maryland Department of Transportation (MDOT) is organized into transportation business units responsible for different modes of travel. Projects in the Consolidated Transportation Program (CTP) are listed under the transportation business unit responsible for the project's delivery.

For each major project, there is a Project Information Form (PIF). Each PIF contains a description of the project, its status, its justification, its compliance status with smart growth, and a brief explanation of how it fits with the goals of the Maryland Transportation Plan (MTP). It also shows any significant change in the project since the previous year's CTP, as well as the funding for the project over the six-year cycle. The information in each PIF is meant to provide a general description of the project along with some specifics such as alignments, status of environmental permitting, or alternatives under study.

Funding Phases

Planning – Once a proposal is funded for project planning, detailed studies and analyses are conducted to evaluate the need for the project, to establish the scope and location of proposed transportation facilities and to obtain environmental approvals.

Engineering – Engineering projects involve detailed environmental studies and preliminary and final design. Having been through a detailed analysis based on the information from the Project Planning phase, these projects are candidates for future addition to the Construction Program.

Right-of-Way – This funding is to provide the necessary land for the project or to protect corridors for future projects.

Construction – This last stage includes the costs of actually building the designed facility.

Total – This is the sum of any funding shown for Planning, Engineering, Right-of-Way, and Construction.

Federal-Aid – This is the amount of the total that will utilize federal funding.

Construction does not begin until a project receives necessary environmental permits, the State meets air and water quality requirements and the contracts are bid. PIFs can include specific facilities and corridor studies that examine multimodal solutions to transportation needs.

The CTP also contains information on minor projects. These projects are smaller in scope and cost. They also can include road resurfacing, safety improvements, and sidewalk and bicycle trail construction. Following this introduction is an explanation of some of the significant changes from last year's CTP. This section lists major projects added to the CTP or projects that have advanced to a new stage of development. It also lists changes in construction schedules and projects removed from the CTP. The CTP also includes information regarding the economic trends and assumptions and future revenue projects that inform the capital programming process.

POTENTIAL FUNDING SOURCE:		<input checked="" type="checkbox"/> SPECIAL		<input checked="" type="checkbox"/> FEDERAL		<input type="checkbox"/> GENERAL		<input type="checkbox"/> OTHER		
PHASE	TOTAL		PROJECT CASH FLOW							
	ESTIMATED COST (\$000)	EXPEND THRU 2012	CURRENT YEAR 2013	BUDGET YEAR 2014	FOR PLANNING PURPOSES ONLY					SIX YEAR TOTAL
				2015	2016	2017	2018			
Planning	0	0	0	0	0	0	0	0	0	0
Engineering	77,892	55,392	6,800	6,300	3,200	2,700	1,900	1,900	22,500	0
Right-of-way	20,565	13,365	900	800	2,800	700	1,000	1,000	7,200	0
Construction	388,776	277,678	11,000	9,600	19,000	25,700	22,300	23,200	110,800	0
Total	487,233	346,733	18,400	16,700	25,000	29,100	25,200	26,100	140,500	0
Federal-Aid	129,621	73,221	13,500	1,800	5,400	13,200	10,900	11,800	56,400	0

MAJOR BRIDGE PROJECTS (Cont'd.)

<u>PIF LINE#</u>	<u>PROGRAM/PROJECT</u>	<u>DESCRIPTION</u>
<u>Prince George's County</u>		
<u>Construction Program</u>		
1.	I-95/I-495, Capital Beltway -- Interstate	I-95/I-495, Bridge over Suitland Road
2.	I-95/I-495, Capital Beltway -- Interstate	I-95/I-495, Bridges over Suitland Parkway
3.	I-95, Capital Beltway -- Primary	I-95, Bridge over MD 214
<u>Somerset County</u>		
<u>Construction Program</u>		
1.	MD 364 -- Secondary	MD 364, Bridge over Dividing Creek
<u>Washington County</u>		
<u>Construction Program</u>		
1.	I-81, Maryland Veterans Memorial Highway -- Interstate	I-81, Bridge over Potomac River
2.	I-70, Eisenhower Memorial Highway -- Interstate	I-70, Bridges over MD 65 and CSX Hagerstown Branch
<u>Worcester County</u>		
<u>Development and Evaluation Program</u>		
2.	US 50, Ocean Gateway -- Primary	US 50, Bridge over Sinepuxent Bay

BICYCLE AND PEDESTRIAN RELATED PROJECTS

Worcester County

US 113 - Public Landing Road to Five Mile Branch	shoulders	4.3 miles	645,000
wide curb lanes	7.9 miles	sub-total	1,185,000
shoulders	10.5 miles	sub-total	1,575,000
pedestrian bridge	1.0 bridge	sub-total	1,500,000
sidewalks	15.1 miles	sub-total	2,072,928
TOTAL			6,332,928

ONGOING GRANT AWARDS AND EARMARKS

The following bicycle and pedestrian projects have been awarded grant or earmark funds. Projects are in various stages of design and construction.

Bikeways Program

Typical projects, awarded FY2019

St. Mary's County - Three Notch Trail Phase 7	624,940
Montgomery County - Emory Lane/Muncaster Mill Rd Shared Use Path Design	300,000
City of College Park - Rhode Island Ave Protected Bike Lanes	112,000
Anne Arundel County - BWI to Odenton Connector Feasibility Study	80,000
TOTAL FY2019 AWARDS*	1,996,245

Recreational Trails Program

Typical projects, awarded FY2019

Allegany County - Borden Tunnel Off-Grid Lighting	78,660
Dans Mountain State Park - Perimeter Trail	184,000
Patapsco Valley State Park - 2019 Trail Construction	48,160
Cunningham Falls State Park - Campground Trail Phase 2	27,600
Audubon Naturalist Society - Nature Trail for All	223,106
Tuckahoe State Park - New Little Florida Trail Construction	120,000
TOTAL FY2019 AWARDS*	1,259,778

* Fiscal Year 2019 Project Awards List: http://www.mdot.maryland.gov/News/Releases2018/09_26_2018_Hogan_Administration_17_million_bike_pedestrian_grants.html
 Fiscal Year 2020 Project Awards will be announced in Fall 2019.

GENERAL AVIATION GRANTS-IN-AID
Fiscal Year 2020

The following is a list of General Aviation Airport Grants in the Consolidated Transportation Program. Additional information can be found under the respective Maryland Aviation Administration section.

MARYLAND AVIATION ADMINISTRATION

<u>COUNTY</u>	<u>AIRPORT</u>	<u>GRANT AMOUNT (\$000's)</u>			<u>Total</u>
		<u>Federal</u>	<u>State</u>	<u>Local/Owner</u>	
Talbot County	Easton Airport	5,554	353	324	6,231
Washington County	Hagerstown Regional Airport	6,400	355	355	7,110
Wicomico County	Salisbury-Ocean City: Wicomico Reg.	7,062	392	392	7,846
Worcester County	Ocean City Municipal Airport	173	9	10	192
	Total		\$2,482		

I-95 JFK Memorial Highway – I-95/Belvidere Road Interchange	47,487
I-95 JFK Memorial Highway – Express Toll Lanes (ETL) Northern Extension	933,291
STATE HIGHWAY ADMINISTRATION	
STATEWIDE	20,900
Railroad Safety & Spot Improvements	
Truck Weigh Program – Statewide	38,500
Traffic Relief Plan-(Phase 2)- Smart Traffic Signals	20,147
Planning Activities in support of Traffic Relief Plan-I-270 and I-495	103,537
ALLEGANY	400
US 220, Study to upgrade and/or relocate US 220 from I-68 to the West Virginia Line	
ANNE ARUNDEL COUNTY	51,836
MD 175, Annapolis Road (capacity improvements)	
BALTIMORE COUNTY	352,573
I-83 safety improvements, resurfacing, bridge replacement	
I-695 upgrades to 8 lanes	
I-695 Baltimore Beltway Congestion Relief and bridge and interchange improvements at I-70	
I-695 bridge replacement, widening, safety improvements	
CALVERT	17,106
MD 2/4 widen to 6 lane divided highway (widening or capacity improvements)	
FREDERICK	101,392
US 15 / US 40 improvement study (operational and safety improvements)	
MD 180 Jefferson Pike	
I-270 Eisenhower Highway ICM	
HARFORD	2,914
US 40 intersection improvements (capacity improvements)	
HOWARD	100,348
MD 32 improvements study (safety and capacity improvements)	

MONTGOMERY I-270 multimodal corridor study (capacity improvements) MD 355 grade separated crossing over CSX Multiple projects for bridge replacement and safety, capacity, and operational improvements	139,066
PRINCE GEORGES I-95 / I-495 improvements (bridge replacements, and capacity and operational improvements) MD 4, Suitland Parkway Interchange (capacity improvement) MD 5 upgrade (safety, operational and capacity improvements) MD 210 multimodal transportation (safety and operational improvements)	195,774
WASHINGTON I-70 interchange improvements study (bridge replacement and capacity improvements) I-81, study to reconstruct I-81 from the West Virginia State Line to the Pennsylvania State Line (bridge replacement and capacity improvements) I-81, widen and rehabilitate bridge over Potomac River	44,344
WORCESTER US 113, capacity improvements	15,206

LOCALLY OPERATED TRANSIT SYSTEMS

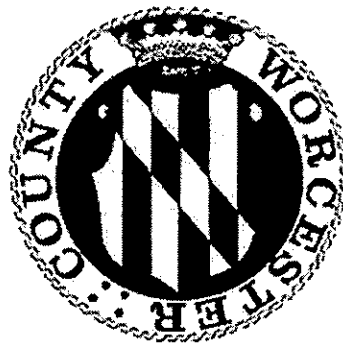
MARYLAND TRANSIT ADMINISTRATION -- LINE 49 (cont'd)

ITEM NO.	DESCRIPTION AND IMPROVEMENT TYPE	FY20 + FY21 PROJECT COST (\$000's)	CONSTRUCTION START
<u>LOCALLY OPERATED TRANSIT SYSTEMS (cont'd)</u>			
<u>HOWARD COUNTY FY 2020 AND 2021</u>			
1	1 Heavy Duty Replacement Bus - 9533 (FY19 5339)	365	FY 2020
2	1 Heavy Duty Replacement Bus - 9537 (FY19 5339)	365	FY 2020
3	Preventive Maintenance (FY20)	53	FY 2020
4	1 Heavy Duty Bus Replacement - 9546 (FY20)	423	FY 2021
5	1 Heavy Duty Bus Replacement - 9552 (FY20)	423	FY 2021
6	Pilot Rideshare Assistance (FY16)	197	Ongoing
7	Ridesharing (FY19)	131	Ongoing
<u>MONTGOMERY COUNTY FY 2020 AND 2021</u>			
1	Bus Replacement (FY19 WAG)	2,000	FY 2020
2	Ridesharing (FY19)	372	FY 2020
3	Ridesharing (FY20)	372	FY 2020
4	Bus Replacement (FY20 WAG)	2,000	FY 2021
<u>OCEAN CITY FY 2020 AND 2021</u>			
1	Facility Construction Oversight (FY20 5311)	200	FY 2020
2	Preventive Maintenance (FY20)	600	FY 2020
3	Bus Replacement (FY19 WAG)	500	Ongoing
4	Facility Construction Oversight (FY19 5311)	488	Underway
5	Transit Campus Construction (FY18 5311)	5,000	Underway
6	Transit Campus Construction (FY19 5311)	7,500	Underway
7	Transit Facility D & E (FY17)	520	Underway

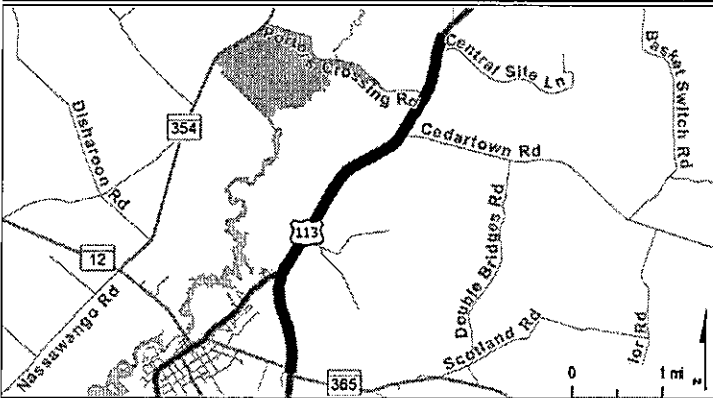
LOCALLY OPERATED TRANSIT SYSTEMS

MARYLAND TRANSIT ADMINISTRATION -- LINE 49 (cont'd)

ITEM NO.	DESCRIPTION AND IMPROVEMENT TYPE	FY20 + FY21 PROJECT COST (\$000's)	CONSTRUCTION START
<u>LOCALLY OPERATED TRANSIT SYSTEMS (cont'd)</u>			
<u>TRI-COUNTY COUNCIL FOR LOWER EASTERN SHORE FY 2020 AND 2021</u>			
1	1 Small Bus Replacement - 83 (FY20 5339)	72	FY 2020
2	1 Small Bus Replacement - 94 (FY20 5339)	72	FY 2020
3	1 Small Bus Replacement - 98 (FY20 5339)	72	FY 2020
4	Mobility Management (FY20 5307)	72	FY 2020
5	Preventive Maintenance (FY20 5307)	800	FY 2020
6	1 Medium Bus Replacement - 267 (FY20 5339)	169	FY 2021
7	1 Medium Bus Replacement - 405 (FY20 5339)	169	FY 2021
8	1 Medium Bus Replacement - 420 (FY20 5339)	169	FY 2021
9	1 Medium Replacement Bus - 406 (FY19 5339)	119	FY 2021
10	1 Medium Replacement Bus - 407 (FY19 5339)	119	FY 2021
11	Preventive Maintenance (FY19 5307)	800	Ongoing
<u>WASHINGTON COUNTY FY 2020 AND 2021</u>			
1	1 Medium Replacement Bus- 705 (FY19 5339)	249	FY 2020
2	1 Medium Replacement Bus- 706 (FY19 5339)	249	FY 2020
3	2 Medium Replacement Buses - 701, 702 (FY18 5307)	652	FY 2020
4	2 Medium Replacement Buses - 703, 704 (FY18 5307)	652	FY 2020
5	1 Medium Replacement Bus- 707 (FY20 5339)	401,340	FY 2021
6	Preventive Maintenance (FY120 5307)	350	FY 2021
7	Preventive Maintenance (FY19 5307)	300	Ongoing
8	Passenger Shelter Installs	100	Underway
9	Route Match Fixed Route System (FY17)	310	Underway
<u>WORCESTER COUNTY FY 2020 AND 2021</u>			
1	See Tri-County Council for the Lower Eastern Shore and Ocean City for Projects		



WORCESTER COUNTY



PROJECT: US 113, Worcester Highway

DESCRIPTION: Upgrade existing US 113 as a four lane divided highway, including access controls from north of MD 365 (Public Landing Road) to Five Mile Branch (Phase 4)(4.3 miles). Bicycle and pedestrian accommodations will be included where appropriate.

PURPOSE & NEED SUMMARY STATEMENT: The US 113 corridor is experiencing deterioration in safety and operations due to increasing seasonal traffic volumes coupled with local commercial/residential development along the highway. This project will improve the highway's safety, operations, and freight movement.

SMART GROWTH STATUS: Project Not Location Specific Not Subject to PFA Law
 Project Inside PFA Grandfathered
 Project Outside PFA Exception Will Be Required
 PFA Status Yet To Be Determined Exception Granted

ASSOCIATED IMPROVEMENTS:
 US 113, Massy Branch to Five Mile Branch (Phase 3) (Line 2)

STATE GOALS: Maryland Transportation Plan (MTP) Goals/Selection Criteria:

- Safety & Security
- System Preservation
- Quality of Service
- Environmental Stewardship
- Community Vitality
- Economic Prosperity

EXPLANATION: This project will improve safety, operations, and freight movement.

STATUS: Construction underway.

SIGNIFICANT CHANGE FROM FY 2019 - 24 CTP: None.

PHASE	TOTAL		PROJECT CASH FLOW							SIX YEAR TOTAL	BALANCE TO COMPLETE
	ESTIMATED COST (\$000)	EXPEND THRU YEAR	CURRENT YEAR	BUDGET YEAR	FOR PLANNING PURPOSES ONLY						
					2021	2022	2023	2024	2025		
Planning	0	0	0	0	0	0	0	0	0	0	0
Engineering	5,318	5,318	0	0	0	0	0	0	0	0	0
Right-of-way	9,291	7,207	2,084	0	0	0	0	0	0	2,084	0
Construction	59,811	46,689	13,122	0	0	0	0	0	0	13,122	0
Total	74,420	59,214	15,206	0	0	0	0	0	0	15,206	0
Federal-Aid	71,036	56,253	14,783	0	0	0	0	0	0	14,783	0

CLASSIFICATION:

STATE - Intermediate Arterial

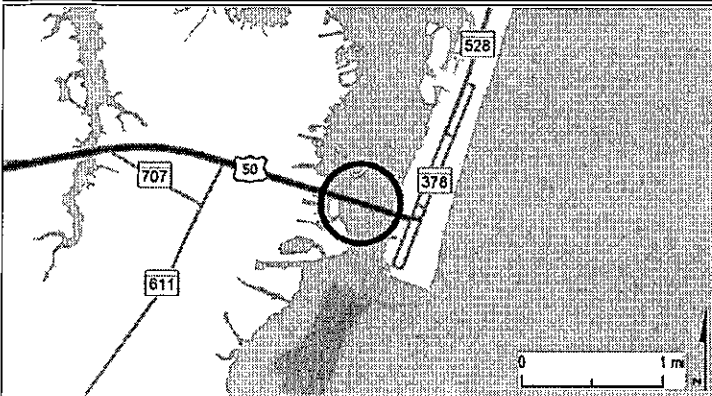
FEDERAL - Other Principal Arterial

STATE SYSTEM: Primary

Annual Average Daily Traffic (vehicles per day)

CURRENT (2019) - 12,150

PROJECTED (2040) - 17,450



PROJECT: US 50, Ocean Gateway

DESCRIPTION: Study to replace Bridge 23007 over the Sinepuxent Bay. The study will investigate options to eliminate/upgrade the drawspan structure.

JUSTIFICATION: The drawspan is estimated to have 15 to 20 years of life span left. This high traffic volume arterial has experienced mechanical problems with the drawbridge during peak seasonal traffic. This project would improve the highway's safety and operations.

SMART GROWTH STATUS: Project Not Location Specific Not Subject to PFA Law
 Project Inside PFA Grandfathered
 Project Outside PFA Exception Will Be Required
 PFA Status Yet To Be Determined Exception Granted

ASSOCIATED IMPROVEMENTS:

STATUS: Planning complete.

SIGNIFICANT CHANGE FROM FY 2019 - 24 CTP: None.

PHASE	TOTAL		PROJECT CASH FLOW								SIX YEAR TOTAL	BALANCE TO COMPLETE
	ESTIMATED COST (\$000)	EXPEND THRU YEAR	CURRENT YEAR	BUDGET YEAR	FOR PLANNING PURPOSES ONLY							
					2021	2022	2023	2024	2025			
Planning	2,907	2,907	0	0	0	0	0	0	0	0	0	0
Engineering	0	0	0	0	0	0	0	0	0	0	0	0
Right-of-way	0	0	0	0	0	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0	0	0	0	0	0
Total	2,907	2,907	0	0	0	0	0	0	0	0	0	0
Federal-Aid	0	0	0	0	0	0	0	0	0	0	0	0

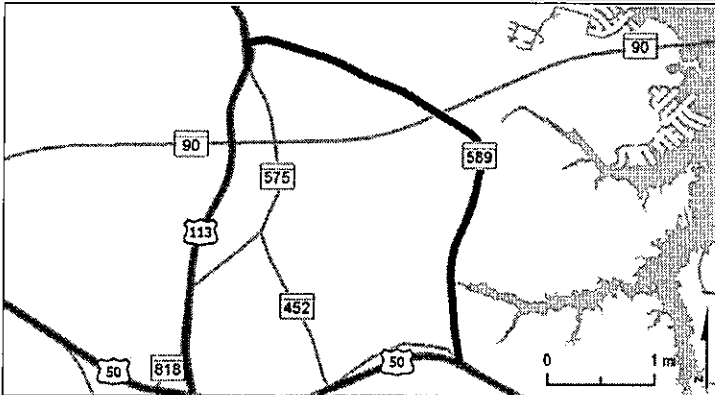
CLASSIFICATION:

STATE - Principal Arterial
 FEDERAL - Other Principal Arterial

STATE SYSTEM: Primary

Annual Average Daily Traffic (vehicles per day)

CURRENT (2019) - 22,800
 34,700 (Summer)
 PROJECTED (2040) - 34,475
 57,000 (Summer)



PROJECT: MD 589, Racetrack Road

DESCRIPTION: Study for potential improvements to the existing MD 589 corridor from US 50 to US 113 (4.7 miles).

JUSTIFICATION: This project will relieve traffic congestion and improve traffic safety along MD 589 and at the US 50 intersection.

SMART GROWTH STATUS: Project Not Location Specific Not Subject to PFA Law

Project Inside PFA Grandfathered
 Project Outside PFA Exception Will Be Required
 PFA Status Yet To Be Determined Exception Granted

ASSOCIATED IMPROVEMENTS:

STATUS: Feasibility study complete.

SIGNIFICANT CHANGE FROM FY 2019 - 24 CTP: None.

POTENTIAL FUNDING SOURCE:		<input checked="" type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> FEDERAL <input type="checkbox"/> GENERAL <input type="checkbox"/> OTHER									
PHASE	TOTAL		CURRENT YEAR	BUDGET YEAR	PROJECT CASH FLOW					SIX YEAR TOTAL	BALANCE TO COMPLETE
	ESTIMATED COST (\$000)	EXPEND THRU 2019			FOR PLANNING PURPOSES ONLY						
			2020	2021	2022	2023	2024	2025			
Planning	1,417	1,417	0	0	0	0	0	0	0	0	
Engineering	0	0	0	0	0	0	0	0	0	0	
Right-of-way	0	0	0	0	0	0	0	0	0	0	
Construction	0	0	0	0	0	0	0	0	0	0	
Total	1,417	1,417	0	0	0	0	0	0	0	0	
Federal-Aid	246	246	0	0	0	0	0	0	0	0	

CLASSIFICATION:

STATE - Minor Arterial

FEDERAL - Minor Arterial

STATE SYSTEM: Secondary

Annual Average Daily Traffic (vehicles per day)

CURRENT (2019) - 16,775

20,700 (Summer)

PROJECTED (2040) - 21,875

28,150 (Summer)

SAFETY, CONGESTION RELIEF, HIGHWAY AND BRIDGE PRESERVATION PROGRAM

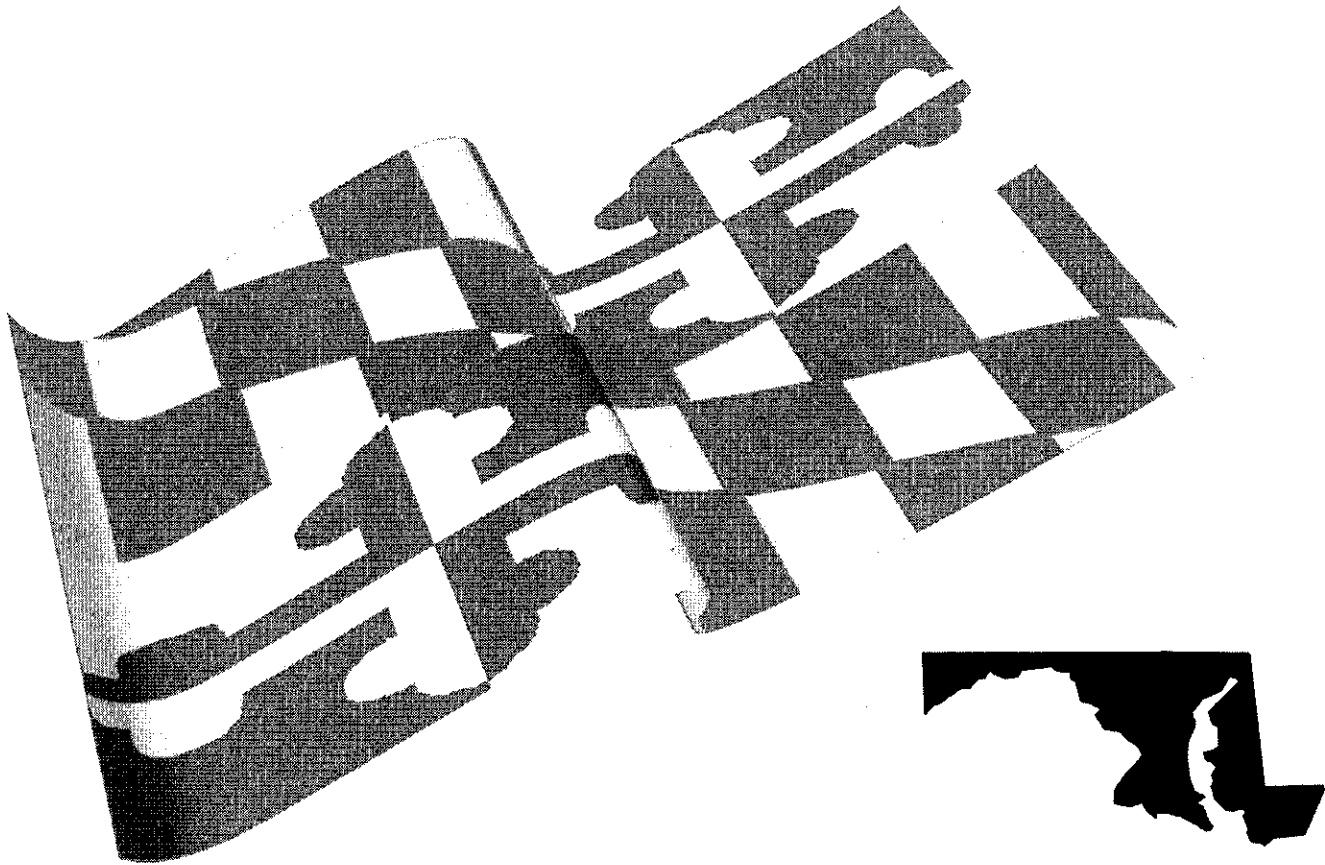
STATE HIGHWAY ADMINISTRATION -- WORCESTER COUNTY LINE 4

ITEM NO.	ROUTE NO.	DESCRIPTION AND IMPROVEMENT TYPE	TOTAL 2018 PROJECT COST (\$000's)	CONSTRUCTION START Status as of August 1, 2019
		<u>Fiscal Year 2019 Completions</u>		
		<u>Resurface/Rehabilitate</u>		
1	US 113	Worcester Highway; North of Hayes Landing Road to US 50; safety and resurfacing	2,333	Completed
		<u>Safety/Spot Improvement</u>		
2		MD 346 and MD 589; drainage improvement	708	Completed

SAFETY, CONGESTION RELIEF, HIGHWAY AND BRIDGE PRESERVATION PROGRAM

STATE HIGHWAY ADMINISTRATION -- WORCESTER COUNTY LINE 4 (cont'd)

ITEM NO.	ROUTE NO.	DESCRIPTION AND IMPROVEMENT TYPE	2 Year (20 - 21) PROJECT COST (\$000's)	CONSTRUCTION START Status es of August 1, 2019
<u>Fiscal Year 2020 and 2021</u>				
<u>Resurface/Rehabilitate</u>				
3		Various locations in Worcester County; mill and resurface	9,500	FY 2020
4		At various locations in Worcester County; mill and resurface	9,893	Under construction
5	MD 528	Coastal Highway; 62nd Street to 26th Street; resurface	6,819	Completed
<u>Safety/Spot Improvement</u>				
6	US 50	Ocean Gateway; At MD 589; geometric improvements	3,047	FY 2020
<u>Environmental Preservation</u>				
7		Vegetation management on select mitigation sites in Worcester County (D1)	16	Under construction
<u>Intersection Capacity Improvements</u>				
8	MD 346	US 113 to Healthway Drive	1,090	FY 2020
<u>Bicycle Retrofit</u>				
9	US 50	Ocean Gateway; MD 611 to bridge over Sinepuxent Bay; bicycle-pedestrian route	2,053	Under construction



MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION

GLOSSARY

CONSOLIDATED TRANSPORTATION PROGRAM GLOSSARY

State Report on Transportation (SRT)	Consists of the Maryland Transportation Plan (MTP) and the Consolidated Transportation Program (CTP).
Maryland Transportation Plan (MTP)	The MTP identifies the focus of the Department and its modal administration that defines program objectives and serves to guide program development. It includes a 20-year forecast of needs based on anticipated resources available to the Department.
CHART	Coordinated Highways Action Response Team – Maryland’s program to employ Intelligent Vehicle Highway System (IVHS) technology to better manage highway capacity.
Consolidated Transportation Program (CTP)	The CTP designates capital projects that will be undertaken during the six-year period, and a summary of operating programs. The CTP also identifies projects added to the Construction Program and Development and Evaluation Program, delayed in schedule, deleted from the Development and Evaluation Program and finally completions.
Construction Program	List within the CTP of major projects (descriptions, cost estimates and schedules) under construction and those anticipated to begin construction within the six-year period. An estimate of annual expenditure levels for system preservation projects is also included.
Development & Evaluation Program (D&E)	List within the CTP of projects for planning studies, preparation of environmental studies and preliminary design. These projects are candidates for future addition to the Construction Program.
Remaining Cost to Complete	Amount of funds required after the budget year to complete a project.
Balance to Complete	Amount of funds required after the six-year program period of the CTP to complete a project.
Major Capital Project	New, expanded or significantly improved facility or service that generally involves planning, environmental studies, design, right-of-way acquisition, construction or purchase of essential equipment related to the facility or service.
System Preservation Project	Project of limited scope for the preservation or rehabilitation of an existing facility or service which generally does not have a significant impact on the human or natural environment.

CONSOLIDATED TRANSPORTATION PROGRAM GLOSSARY (Cont'd.)

Reconstruction	Complete rebuilding of a facility/structure or system which is beyond the point where it may be economically repaired or renovated.
Rehabilitation	Restoration and/or modernization of a facility/structure or system in order that it may be effectively used for its designated functional purpose or comply with current requirements.
Highway System Preservation Program	Program of projects oriented toward preserving the existing highway system, including resurfacing, safety improvements, bridge rehabilitation, landscaping, traffic control and ridesharing lots and other miscellaneous improvements.
Reimbursables	State funds advanced for work performed for local jurisdictions, services performed for other agencies, recovery of damages to Department property, salaries and expenses of the Interstate Division for Baltimore City, fees for issuing commercial entrance permits, and other activities performed by the Department and are paid by various sources.
Capital Contributions Agreement	Agreement entered into by 8 local jurisdictions in Maryland, Virginia and the District of Columbia that provides a capital funding schedule for Metrorail construction in the Washington area.
(PP)	Project Planning: The state in the planning process where detailed studies and analysis are conducted to establish the scope and location of proposed transportation facilities.
(PE)	Preliminary Engineering: The state in project development when surveys, soil conditions, elevations, right-of-way plats, and detailed design plans and specifications are prepared.
(RW)	Right-of-Way: Acquisition of land for transportation projects.
(CO)	Construction.
(IN)	Inflated Cost.
(FA)	Federal-aid.
(STP)	Surface Transportation Program category of federal aid
(NHS)	National Highway System category of federal aid.

CONSOLIDATED TRANSPORTATION PROGRAM GLOSSARY (Cont'd.)

(IM)	Interstate Maintenance category of federal aid.
(BR)	Bridge Replacement/Rehabilitation category of federal aid.
(CMAQ)	Congestion Mitigation/Air Quality category of federal aid.
(DEMO)	Specific projects identified in federal legislation for demonstration purposes.

Administration
LOUIS H. TAYLOR
Superintendent of Schools
H. STEPHEN PRICE
Chief Safety 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
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November 5, 2019

Ms. Diana Purnell, President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

2

Dear President Purnell:

On an annual basis, we review our Capital Improvement Program (CIP) with the Commissioners. On November 5th, we will be reviewing the proposed FY 2021 CIP with you. The FY21 CIP has been developed in accordance with the County Capital Improvement Plan and is in compliance with the Maryland Interagency Commission for School Construction (IAC) regulations.

We will be seeking the Commissioners' approval of the enclosed CIP as a planning document. Verification to the IAC that the County Commissioners have approved the proposed plan is needed no later than November 27th. The 2019-2020 Educational Facilities Master Plan provides additional information on our current and future facility needs and is available for your viewing or downloading from our school system website at:

http://www.worcesterk12.org/district_leadership/strategic_planning/facilities/

The proposed FY21 CIP is consistent with the Worcester County Ten Year Capital Improvement Plan and incorporates all prior recommendations of the County Commissioners regarding our future school construction needs as follows:

- **Pocomoke Middle School Roof Replacement**

We are requesting State funding for this project in the FY21 CIP. Thanks to your approval of our design funding request in the Board of Education FY 2020 Operating Budget, we have started the construction document phase of this project. Pending State funding approval, we plan to bid this project in late 2020 and execute the project in summer of 2021.

- **Stephen Decatur Middle School Addition**

We are also requesting State planning approval for this project in the FY21 CIP. Once again, thanks to your approval of our design funding request in the Board of Education FY 2020 Operating Budget, we have completed the Architectural/Engineering selection phase of this project and will begin Educational Specifications and Schematic Design for the project in early December. The Stephen Decatur Middle School Addition project will provide additional

la

classrooms to eliminate the nine portable classrooms currently utilized at SDMS as instructional space and to maintain small class sizes at SDMS.

- **Future Projects**

The FY21 CIP also includes a roof replacement project at Snow Hill Middle School and Cedar Chapel Special School and a roof replacement project at Pocomoke Elementary School. Our long range planning also includes a proposed renovation/addition or replacement school project for Buckingham Elementary School.

On September 19, 2019, we participated in a CIP meeting at Stephen Decatur Middle School with Mr. Robert Gorrell, Executive Director of the Interagency Commission on School Construction and representatives from the Public School Construction Program and the Maryland Department of Planning. This meeting provided us the opportunity to review our FY21 CIP requests, discuss the need for the SDMS Addition project and to provide the IAC representatives a tour of Stephen Decatur Middle School.

It is our belief that we have been successful in addressing our school construction needs because of the combined efforts of our Board of Education, County Commissioners, state legislators and community members. It is our hope that with the ongoing support of the County Commissioners, we will continue to provide all Worcester County children with excellent educational facilities.

The Board of Education and I want to thank and commend you for your continued support of our school system. I look forward to meeting with you on November 5th to discuss the FY21 Capital Improvement Program.

Sincerely,



Louis H. Taylor
Superintendent of Schools

LT:jjp

cc: Board of Education Members
Mr. Harold Higgins

WORCESTER COUNTY PUBLIC SCHOOLS



WORCESTER
COUNTY PUBLIC SCHOOLS

**FY2021
CAPITAL IMPROVEMENT PROGRAM (CIP)**

September 25, 2019

**FY 2021 CAPITAL IMPROVEMENT PROGRAM
WORCESTER COUNTY PUBLIC SCHOOLS
TABLE OF CONTENTS**

<u>Tab</u>	<u>Pages</u>	<u>Contents</u>
1	1	FY 2021 CIP Summary
2		<u>Funding Requests</u>
	2-14	Pocomoke Middle School – Roof Replacement
3		<u>Planning Requests</u>
	15-17	Stephen Decatur Middle School - Addition
4		<u>Future Project Requests</u>
	18	Snow Hill Middle School/CCSS – Systemic: Roof Replacement
	19	Buckingham Elementary School – Replacement School
	20	Pocomoke Elementary School – Systemic: Roof Replacement
5		<u>IAC Forms</u>
	21	102.4 - Summary of Current and Future Project Requests
	22-23	102.5 - Status of Previously Approved Projects
	24	102.6 - Status of State Owned Relocatables
6		<u>Miscellaneous Information</u>
	25	Summary of Locally Owned Relocatables and Temporary Classrooms
	26	Map of Priority Funding Areas
	27	Worcester County School Location Map
	28	IAC Supplemental Information Worksheet
7		<u>Enrollment</u>
	29	Summary of Pre-Kindergarten Enrollment – 9/30/19
	30	Summary of Kindergarten Enrollment – 9/30/19
	31-46	Ten-Year FTE Enrollment Projections 2018 – 2028

Worcester County FY 2021 Capital Improvement Program Summary

1. Funding Request: Pocomoke Middle School Roof Replacement

- The Worcester County Public Schools FY2021 CIP includes a Funding Request for the Roof Replacement project at Pocomoke Middle School.
 - The project includes replacement of the 87,600 square foot, 24-year-old Pocomoke Middle roof.

2. Planning Request: Addition to Stephen Decatur Middle School

- The Worcester County Public Schools FY2021 CIP includes a Planning Request for an Addition to Stephen Decatur Middle School.
 - Conceptual plans envision a 9-12 classroom addition to eliminate the nine portable classrooms utilized at Stephen Decatur Middle for instructional space and to provide additional instructional spaces, including Science classrooms.
 - Educational Specifications and Schematic Design for the project are scheduled to begin in January 2020.

3. Future Project Requests

- A roof replacement project at Snow Hill Middle School/Cedar Chapel Special School, a future renovation/addition/replacement project at Buckingham Elementary School and a roof replacement project at Pocomoke Elementary School are included in the FY2021 CIP.

REQUEST FOR APPROVAL OF PLANNING/FUNDING

LEA: Worcester County
 SCHOOL NAME: Pocomoke Middle School
 ADDRESS: 800 Eighth Street, Pocomoke, Md. 21851
 REQUEST TYPE: PLANNING
 FY: 2021
 PRIORITY: 1
 Date Submitted: 9/25/19
 Revised Date:

PROJECT TYPE: NEW
 ADDITION
 REPLACEMENT
 RENOVATION
 LIMITED RENOVATION
 COOPERATIVE USE
 PROTOTYPE DESIGN
 SYSTEMIC RENOVATIONS
 STATE-OWNED RELOCATABLES
 HIGH PERFORMANCE
 ELECTRICAL UPGRADE/REPLACEMENT
 COST SHARE % STATE 50% LOCAL 50%
 SCHOOL NUMBER 23.0108 GRADES 4-8 SRC 818 PSC NO 23.011

REQUEST FOR CURRENT FY: \$1,275,000
 TOTAL PRIOR STATE FUNDS: \$0
 DATE PLANNING APPROVED:

EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS				
FY 22	FY 23	FY 24	FY 25	FY 26

1. SITE: Acreage 21.0 Date IAC Approved MHT Category # Date of MHT Review In PFA X Water X Sewer X

2. EXISTING FACILITY:

Gross SF	Date	RENOVATED		DEMOLISHED		TOTAL Gross SF
		Gross SF	Date	Gross SF	Date	
87,600	9/1/1970					87,600
87,600						87,600

3. PROPOSED SCOPE:

a. State Scope Previously Approved:

Gross Square Footage:	FY	Enrollment
Cooperative-Use Space GSF: New		Addition
WITHIN above GSF: New		Addition

b. State Scope Currently Proposed:

Gross Square Footage:	FY	Enrollment
Cooperative-Use Space GSF: New		Addition
WITHIN above GSF: New		Addition

c. LEA Scope:

Gross Square Footage:	FY	Enrollment
Cooperative-Use Space GSF: New		Addition
WITHIN above GSF: New		Addition

4. DESCRIPTION & JUSTIFICATION:

Pocomoke Middle School was constructed in 1970. The original roof was replaced in 1995. The proposed project will replace all 87,600 s.f. of existing roof. 2018/2019 roof inspections conducted by an independent roofing consultant identified alligatoring, blisters, exposed felts, expansion joint and counter flashing concerns. The roof was given an overall rating of "Fair/Poor". The condition of the Pocomoke Middle School roof has also been identified by State Maintenance Inspectors. The existing structure provides a 1/4:12 slope. Tapered crickets (1/2:12) will be added between internal drains to provide positive drainage. The existing roof system is aged four-ply BUR roof system with flood coat and gravel. New roof: two-ply modified hot w/gravel w/type III asphalt.

REQUEST FOR APPROVAL OF PLANNING/FUNDING

LEA: Worcester County REQUEST TYPE: PLANNING FUNDING X
 SCHOOL NAME Pocomoke Middle School FY: 2021 Date Submitted 9/25/19
 ADDRESS 800 Eighth Street, Pocomoke, Md. 21851 PRIORITY 1 Revised Date _____

5. ENROLLMENT PROJECTIONS (Requested and Adjacent Schools)	Year →	2019	2020	2021	2022	2023	2024	2025	2026	Difference
		SRC	FTE	FTE	FTE	FTE	FTE	FTE	FTE	
Requested School:	818	387	414	440	452	460	474	472	461	357
										0
										0
										0
										0
										0
TOTAL:	818	387	414	440	452	460	474	472	461	357

6. TRANSPORTATION MODAL SPLIT (for information purposes only):

7. EMERGENCY ELECTRICAL POWER:

8. BUDGET:	Total Estimated Project Budget	Estimated Local Funds		Estimated Net State Funding	
		\$	%	\$	%
Construction	\$ 2,550,000	\$ 1,275,000	19%	\$ 1,275,000	N/A
Site Development	\$ -	\$ -	-	\$ -	N/A
Construction Cost	\$ 2,550,000	\$ 1,275,000	19%	\$ 1,275,000	N/A
Contingency	\$ 127,500	\$ -	-	\$ -	N/A
High Performance Costs (Administrative only)	\$ -	\$ -	-	\$ -	N/A
Other	\$ 117,000	\$ 117,000	100%	\$ -	N/A
Total	\$ 2,794,500	\$ 1,519,500	54%	\$ 1,275,000	N/A

ANTICIPATED: Construction Funding Request(s) FY(s) 2021 Bid 11/6/20 Occupancy Date: 8/15/21

WORCESTER COUNTY PUBLIC SCHOOLS

6270 Worcester Hwy.
Newark, MD 21841

Pocomoke Middle School - Annual Inspections – July 2018, December 2018 & June 2019



ROOF INSPECTION/SURVEY FORM
(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Worcester County

SCHOOL: Pocomoke Middle
 ADDRESS: 800 8th Street Pocomoke, MD 21851
 LEVEL/SECTION: Sections: Entire
 LAST REPLACEMENT DATE: 1970
 ROOF DECK MATERIAL: Tectum/Metal

ROOF TYPE: BUR EPDM SHINGLE METAL SLATE MODIFIED BIT
 OTHER _____

WATERTIGHTNESS: NO LEAKS LEAKS EVERY RAIN
 LEAKS ONLY OCCASIONALLY
 LEAKS ONLY DURING HIGH WINDS AND RAIN

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element):

Blisters	<u>2</u>	Ridges	<u>2</u>
Splits	<u>2.5</u>	Exposed Felts	<u>1.5</u>
Eroded Felts	<u>2</u>	Drains	<u>2</u>
Alligatoring	<u>2</u>	Gravel Stop	<u>2</u>
Debris / Vegetation	<u>2</u>	Punctures	<u>3</u>
Seam Separation	<u>n/a</u>	Ponding Water	<u>2</u>
Pitch Pans	<u>3</u>	Expansion Joint	<u>2</u>
Parapet Cap	<u>n/a</u>	Parapet Metal	<u>n/a</u>
Gutters	<u>n/a</u>	Downspout	<u>n/a</u>
Counter Flashing	<u>1</u>	Curbs	<u>3</u>

INSULATION: YES NO TYPE/CONDITION: ISO insulation and wood vent board.

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

This roof system has seen the end of it's useful life and will need to be budgeted for replacement in the 2019/2020 fiscal years.

OVERALL ROOF CONDITION 2 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES NO

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES NO

COMMENT:

All internal drains should be cleaned this summer and at the end of the year during the site inspection in December. A couple leaks occur on hard driving rains throughout the school: These locations tend to be around the perimeter of the building in 4th, 5th, & 6th, grade locations. A contractor has been utilized to minimize the leaks over the last several years.

INSPECTED BY: Jeff Smith

DATE: June 2019

ROOF INSPECTION/SURVEY FORM
(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Worcester County

SCHOOL: Pocomoke Middle
 ADDRESS: 800 8th Street Pocomoke, MD 21851
 LEVEL/SECTION: Sections: Entire
 LAST REPLACEMENT DATE: 1970
 ROOF DECK MATERIAL: Tectum/Metal

ROOF TYPE: BUR EPDM SHINGLE METAL SLATE MODIFIED BIT
 OTHER _____

WATERTIGHTNESS: NO LEAKS LEAKS EVERY RAIN
 LEAKS ONLY OCCASIONALLY
 LEAKS ONLY DURING HIGH WINDS AND RAIN

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	<u>2</u>	Ridges	<u>2</u>
Splits	<u>2.5</u>	Exposed Felts	<u>1.5</u>
Eroded Felts	<u>2</u>	Drains	<u>2</u>
Alligatoring	<u>2</u>	Gravel Stop	<u>2</u>
Debris / Vegetation	<u>2</u>	Punctures	<u>3</u>
Seam Separation	<u>n/a</u>	Ponding Water	<u>2</u>
Pitch Pans	<u>3</u>	Expansion Joint	<u>2</u>
Parapet Cap	<u>n/a</u>	Parapet Metal	<u>n/a</u>
Gutters	<u>n/a</u>	Downspout	<u>n/a</u>
Counter Flashing	<u>1</u>	Curbs	<u>3</u>

INSULATION: YES NO TYPE/CONDITION: ISO insulation and wood vent board.

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

This roof system has seen the end of it's useful life and will need to be budgeted for replacement in the 2019/2020 fiscal years. If this roof system does not get replaced in 2020 a repair schedule should be complete to ensure this roof system can be water tight for another school year.

OVERALL ROOF CONDITION 2 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES NO

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES NO

COMMENT:

A couple leaks are occurring in the 4th / 5th. grade sections, 7th / 8th. grade locations. Further investigation will determine the exact locations of these leaks. The field of this roof system has seen the end of it's useful life and is very brittle especially during the severe weather changes form summer and winter temperatures. Repair cost will continue until this roof system is completely replaced.

INSPECTED BY: Jeff Smith

DATE: December 2018

ROOF INSPECTION/SURVEY FORM
 (FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Worcester County

SCHOOL: Pocomoke Middle
 ADDRESS: 800 8th Street Pocomoke, MD 21851
 LEVEL/SECTION: Sections: Entire
 LAST REPLACEMENT DATE: 1970
 ROOF DECK MATERIAL: Tectum/Metal

ROOF TYPE: BUR EPDM SHINGLE METAL SLATE MODIFIED BIT
 OTHER _____

WATERTIGHTNESS: NO LEAKS LEAKS EVERY RAIN
 LEAKS ONLY OCCASIONALLY
 LEAKS ONLY DURING HIGH WINDS AND RAIN

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	<u>2</u>	Ridges	<u>2</u>
Splits	<u>2.5</u>	Exposed Felts	<u>1.5</u>
Eroded Felts	<u>2</u>	Drains	<u>2</u>
Alligatoring	<u>2</u>	Gravel Stop	<u>2</u>
Debris / Vegetation	<u>2</u>	Punctures	<u>3</u>
Seam Separation	<u>n/a</u>	Ponding Water	<u>2</u>
Pitch Pans	<u>3</u>	Expansion Joint	<u>2</u>
Parapet Cap	<u>n/a</u>	Parapet Metal	<u>n/a</u>
Gutters	<u>n/a</u>	Downspout	<u>n/a</u>
Counter Flashing	<u>1</u>	Curbs	<u>3</u>

INSULATION: YES NO TYPE/CONDITION: ISO insulation and wood vent board.

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

This roof system has seen the end of it's useful life and will need to be budgeted for replacement in the 2019/2020 fiscal years. A complete maintenance plan was implimented and a contractor was hired to do a complete prenventive / repair's throughout the entire middle school. a complete scope of work and specifications were created and the work was complete in 2017.

OVERALL ROOF CONDITION 2 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES NO

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES NO

COMMENT:

All leaks seem to have been repaired last fiscal 2017 year. Repair cost will continue to escalate over the next couple years until this roof system is completely replaced. All PVC conduit was installed to get the moisture to the internal drains and not draining directly onto the roof system..

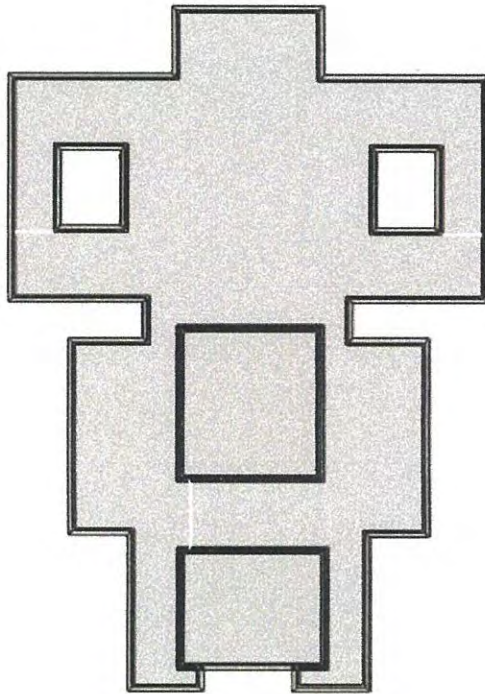
INSPECTED BY: Todd Holtzner

DATE: August 2018



800 8th St, Pocomoke City, MD 21851

EXTENDED COVERAGE 2D



11

Report Details

Report: 13019523
Claim: Pocomoke Middle School

Roof Details

Total Area = 97,023 sq ft
Total Roof Facets = 42
Predominant Pitch = 0/12
Number of Stories > 1
Total Ridges = 98 ft
Total Valleys = 64 ft
Total Rakes = 0 ft
Total Eaves = 2,860 ft

Report Contents

Length Diagram	2
Pitch Diagram	3
Area Diagram	4
Notes Diagram	5
Report Summary	8



Disclaimer: This report was produced using EagleView Extended Coverage Technology. Due to a variety of reasons including but not limited to tree coverage, poor images, low photo resolution or other blockages, this report DOES NOT offer an accuracy guarantee. EagleView recommends that anyone using this report field verify the measurements.

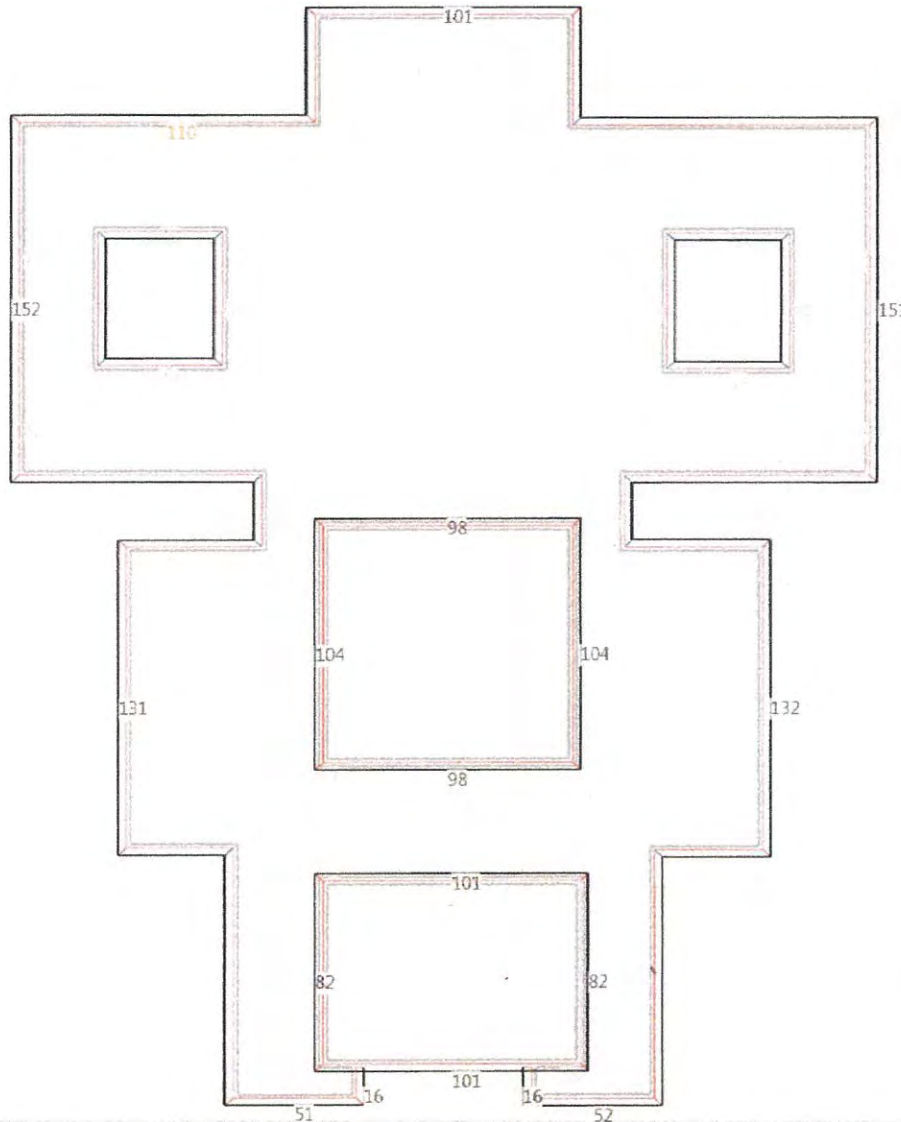
Measurements provided by www.eagleview.com

Contact: Todd Holtzner
Company: The Garland Company Inc.

Address: 3800 East 91st St
Cleveland, OH 44105

Phone: 410-598-7998

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Length Diagram

Total Line Lengths:

- Ridges = 0 ft
- Hips = 98 ft
- Valleys = 64 ft
- Rakes = 0 ft
- Eaves = 2,860 ft
- Flashing = 2,824 ft
- Step flashing = 6 ft
- Parapets = 3,487 ft

Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5 feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

EXTENDED COVERAGE 2D

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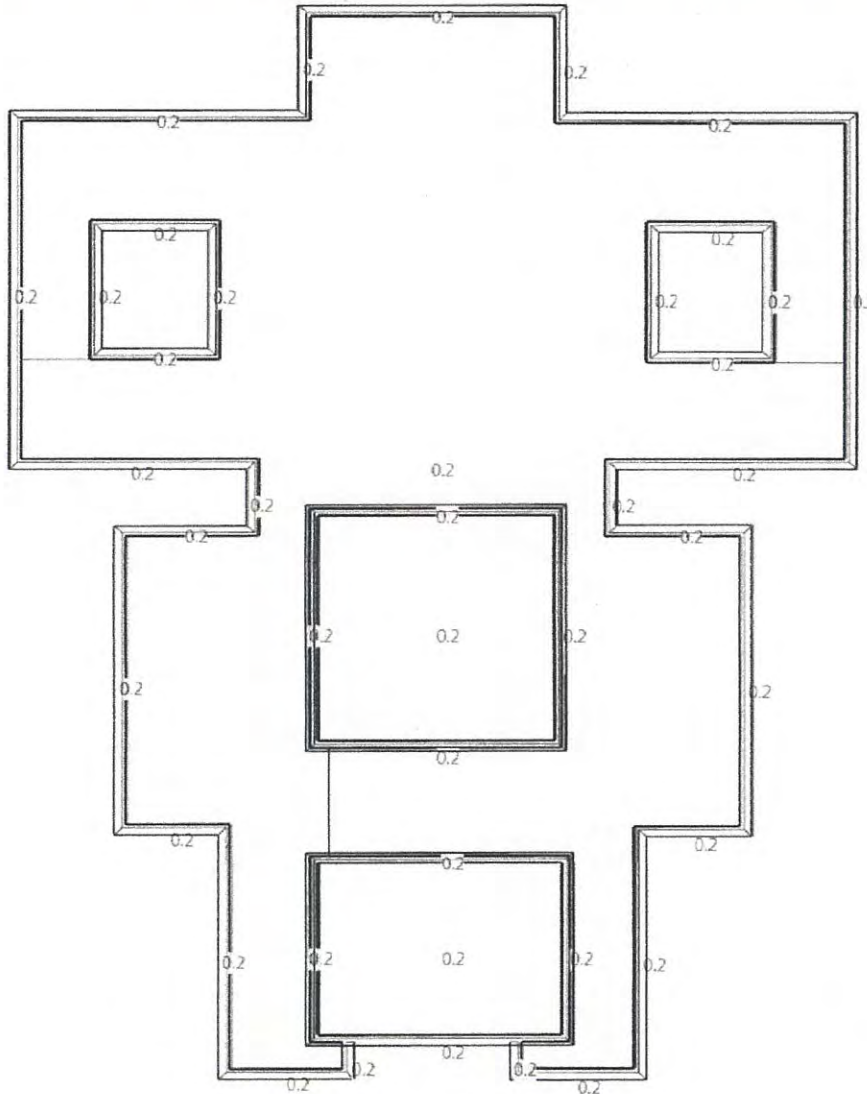
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Report: 13019523
 Claim: Pocomoke Middle School

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Pitch Diagram

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 0/12.

Note: This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater.

Pitch Diagram Disclaimer: With Extended Coverage, only the predominant pitch may be noted due to resolution of photo. Refer to pitch table for more information.

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EXTENDED COVERAGE 2D

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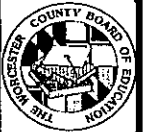
13



Report: 13019523
Claim: Pocomoke Middle School

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Project Number:

Date:
10/12/18

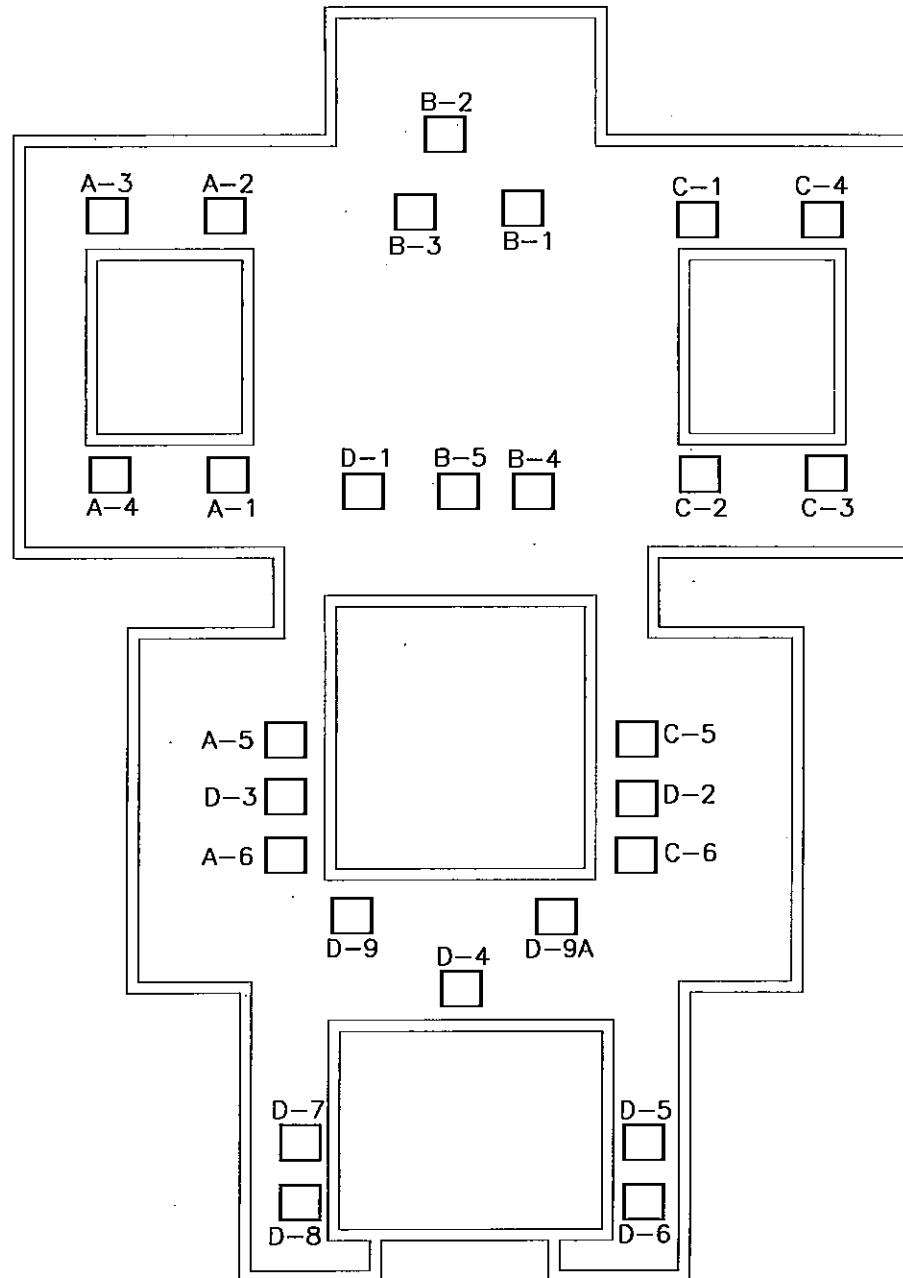
Revised:

Scale:
AS NOTED

Drawn By:

Sheet:

A-1



HVAC ROOFTOP UNIT LOCATION PLAN
POCOMOKE MIDDLE SCHOOL

REQUEST FOR APPROVAL OF PLANNING/FUNDING

LEA: Worcester County REQUEST TYPE: PLANNING FUNDING _____
 SCHOOL NAME: Stephen Decatur Middle School FY: 2021 Date Submitted: 9/25/19
 ADDRESS: 9815 Seahawk Road, Berlin, MD. 21811 PRIORITY: 2 Revised Date: _____
 PROJECT TYPE: NEW _____ ADDITION REPLACEMENT _____ RENOVIATION _____ LIMITED RENOVIATION _____
 SYSTEMIC RENOVIATIONS _____ STATE-OWNED RELOCATABLES _____
 COOPERATIVE USE _____ PROTOTYPE DESIGN _____ COST SHARE % STATE 50% LOCAL 50%
 HIGH PERFORMANCE _____ ELECTRICAL UPGRADE/REPLACEMENT _____
 SCHOOL NUMBER: 23.0308 GRADES: 7 - 8 SRC: 799 PSC NO: 23.014

REQUEST FOR CURRENT FY: \$0
 TOTAL PRIOR STATE FUNDS: \$0
 DATE PLANNING APPROVED: _____

EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS					
FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
\$362,000					

1. SITE: Acreage 25.0 Date IAC Approved _____ MHT Category # _____ Date of MHT Review _____ In PFA Water Sewer

2. EXISTING FACILITY:

	RENOVATED		DEMOLISHED		TOTAL
	Gross SF	Date	Gross SF	Date	Gross SF
ORIGINAL	79,500	9/1/1997			79,500
ADDITION					-
ADDITION					-
ADDITION					-
ADDITION					-
TOTAL	79,500		-		79,500

LEA Proposed Scope for Renovation/Demolition		
GSF to be Renovated	GSF to be Demolished	Cooperative-Use Space
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

3. PROPOSED SCOPE:

a. State Scope Previously Approved:

Gross Square Footage:	New _____	Enrollment Addition _____	Renovation _____	Demolition _____
Cooperative-Use Space GSF: WITHIN above GSF	New _____	Proposed Enrollment _____	Renovation _____	Demolition _____

b. State Scope Currently Proposed:

Gross Square Footage:	New _____	Proposed Enrollment <u>561</u>	Renovation _____	Demolition _____
Cooperative-Use Space GSF: WITHIN above GSF	New _____	Enrollment Addition <u>1,845</u>	Renovation _____	Demolition _____

c. LEA Scope:

Gross Square Footage:	New _____	Proposed Enrollment <u>680</u>	Renovation _____	Demolition _____
Cooperative-Use Space GSF: WITHIN above GSF	New _____	Enrollment Addition <u>16,300</u>	Renovation _____	Demolition _____

4. DESCRIPTION & JUSTIFICATION:

Stephen Decatur Middle School opened in 1997 to serve grades 7-8 in the north end of Worcester County. The September 2019 enrollment of 683 is projected to grow to grow to 739 students by 2024. Continuing growth, combined with ongoing efforts to maintain small class sizes and expand programs, has resulted in a need for additional classroom space for northern elementary and middle school students. To accommodate the continued enrollment growth at Stephen Decatur Middle School and class size reduction, five portable classrooms were added to Stephen Decatur Middle in 2002 (five years after the new school opened) and four additional portable classrooms were added in 2003. Recognizing that additional classrooms would eventually be needed in the north end of the county, Stephen Decatur Middle School was designed to accept an addition to accommodate all northern county middle school students. .

15

REQUEST FOR APPROVAL OF PLANNING/FUNDING

LEA: Worcester County
 SCHOOL NAME: Stephen Decatur Middle School
 ADDRESS: 9815 Seahawk Road, Berlin, MD. 21811

REQUEST TYPE: PLANNING X FUNDING _____
 FY: 2021 Date Submitted: 9/25/19
 PRIORITY: 2 Revised Date: _____

5. ENROLLMENT PROJECTIONS (Requested and Adjacent Schools)	Year →	2019	2020	2021	2022	2023	2024	2025	2026	Difference
	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE
Requested School:	799	683	713	694	718	734	739	700	680	119
Stephen Decatur High	Stephen Decatur High School is not used as an adjacent school due to grade structure: SDHS = 9-12, SDMS = 7-8.									0
										0
										0
										0
										0
TOTAL:	799	683	713	694	718	734	739	700	680	119

6. TRANSPORTATION MODAL SPLIT (for information purposes only):

85% Bus; 15% Car

7. EMERGENCY ELECTRICAL POWER:

Note: Stephen Decatur Middle School is a Worcester County Emergency Shelter. WCPS assessment, in consultation with IAC staff, is that the proposed classroom addition will not impact the school's shelter status.

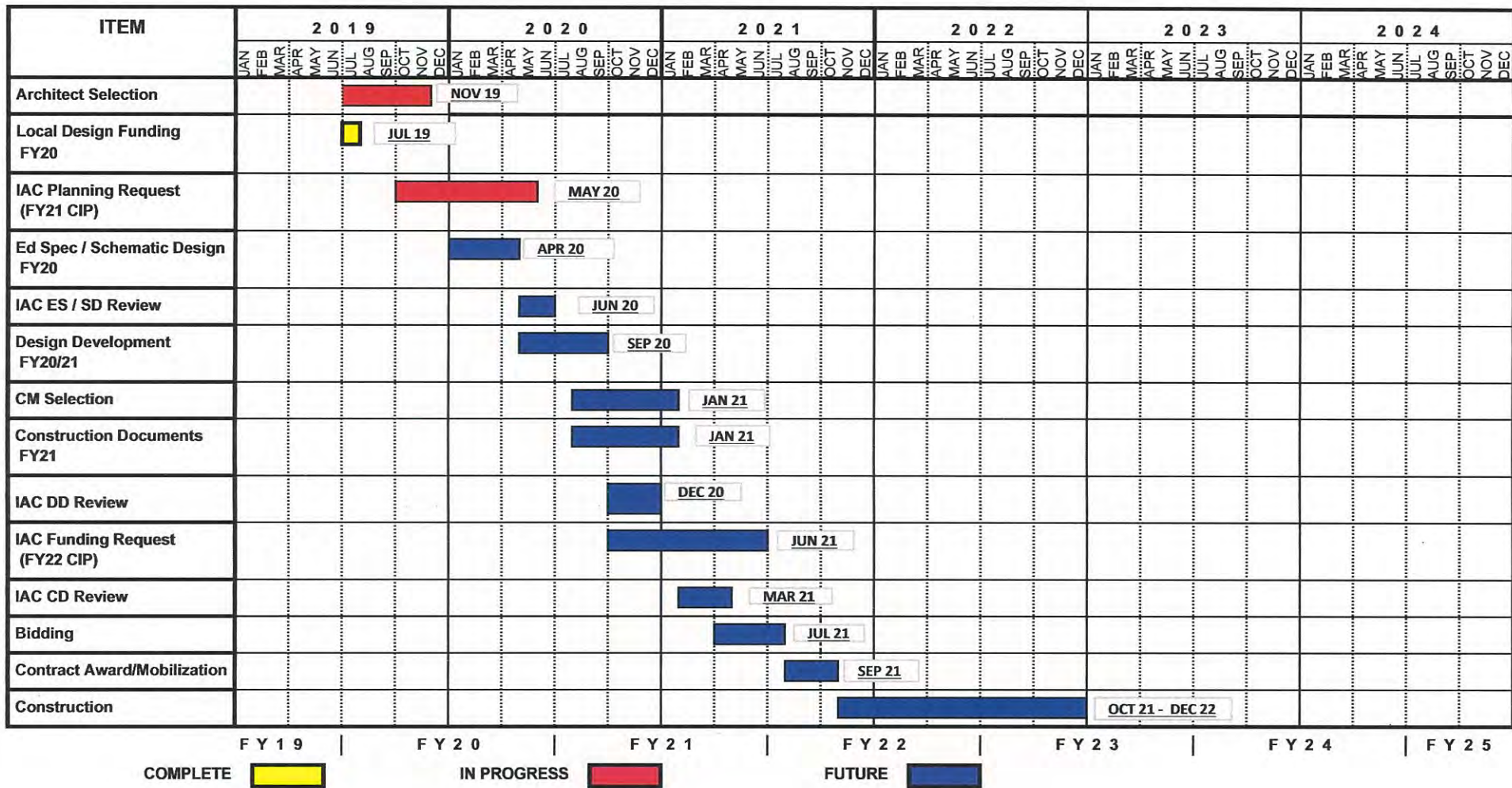
8. BUDGET:

		Total Estimated Project Budget	Estimated Local Funds	Estimated Net State Funding
Construction		\$ 6,600,000	\$ 6,296,000	\$ 304,000
Site Development	9.5%	\$ 621,000	\$ 563,000	\$ 58,000
Construction Cost		\$ 7,221,000	\$ 6,859,000	\$ 362,000
Contingency	5.0%	\$ 361,000	\$ 361,000	\$ N/A
High Performance Costs (Administrative only)		\$ -	\$ -	\$ N/A
Other		\$ 1,767,000	\$ 1,767,000	\$ N/A
Total		\$ 9,349,000	\$ 8,987,000	\$ 362,000

ANTICIPATED: Construction Funding Request(s) FY(s) 22 Bid 6/20/21 Occupancy Date: 1/1/23

16

PROPOSED DESIGN/CONSTRUCTION SCHEDULE: ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL



FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester
 DATE: 9/25/2019

FISCAL YEAR: 2021

PROJECT TYPE:	NEW <input type="checkbox"/>	ADDITION <input type="checkbox"/>	RENOVATION <input type="checkbox"/>	REPLACEMENT <input type="checkbox"/>
	SYSTEMIC RENOVATIONS: <input checked="" type="checkbox"/>		STATE-OWNED RELOCATABLES: <input type="checkbox"/>	
SCHOOL NAME:	<u>Snow Hill Middle School / Cedar Chapel Special School</u>			
SCHOOL ADDRESS:	<u>522/510 Coulbourne Lane, Snow Hill, MD. 21863</u>			

DESCRIPTION:

Replacement of 107,175 s.f. roof @ \$31.48/s.f.	\$ 3,374,000
Contingency (5.0%)	\$ 169,000
A/E Design	\$ 236,000
Total	\$ 3,779,000

PROPOSED RATED CAPACITY:	784 / 90	GRADES:	4-8 (SHMS) / Ung, (CCSS)
REQUEST APPROVAL FOR PLANNING: FY		FUNDING:	FY 2023
ESTIMATED COST TO STATE:	\$ 1,687,000	LOCAL COST:	\$2,092,000

PROJECT JUSTIFICATION:
 Snow Hill Middle School was constructed in 1970. The original roof was replaced in 1994. A 2018 roof inspection conducted by an independent roofing consultant identified blisters, seam separation, pitch pan, drains and expansion joint issues. The roof was given an overall rating of "Fair/Poor". The condition of the Snow Hill Middle School roof has also been identified by State Maintenance inspectors. Cedar Chapel Special School was constructed in 1986 as an addition to Snow Hill Middle School. The 33-year-old original CCSS roof has not been replaced and exhibits roof issues similar to the SHMS roof.

ENROLLMENT PROJECTIONS

	SEPT. 2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028
SHMS	428	440	429	431	426	426	416	429	415	411
CCSS	57	57	57	57	57	57	57	57	57	57

* Preliminary September 2019 enrollment estimate. Final enrollment will be provided as soon as possible.

FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester
 DATE: 9/25/2019

FISCAL YEAR: 2021

PROJECT TYPE:	NEW <input type="checkbox"/>	ADDITION <input type="checkbox"/>	RENOVATION <input type="checkbox"/>	REPLACEMENT <input checked="" type="checkbox"/>
	SYSTEMIC RENOVATIONS: <input type="checkbox"/>		STATE-OWNED RELOCATABLES: <input type="checkbox"/>	
SCHOOL NAME:	<u>Buckingham Elementary School</u>			
SCHOOL ADDRESS:	<u>100 Buckingham Road, Berlin, MD. 21811</u>			

DESCRIPTION:	
New (Replacement) Space: 84,000 sf @ \$451.14/sf	\$ 37,896,000
Site Development (19.00%)	\$ 7,200,000
Demolition	\$ 634,000
LEED & Building Commissioning	\$ 457,000
Contingency (3.0%)	\$ 1,372,000
Moveable Equipment (4.0%)	\$ 1,326,000
Technology (2.5%)	\$ 758,000
A/E Fee and CM Fee	\$ 7,775,000
Miscellaneous (1.5%)	\$ 686,000
Playground Equipment	\$ 250,000
Total	\$ 58,354,000

PROPOSED RATED CAPACITY:	580	GRADES:	Pre K - 4
REQUEST APPROVAL FOR PLANNING: FY	2023	FUNDING:	FY 2025/2026
ESTIMATED COST TO STATE:	\$ 15,041,000	LOCAL COST:	\$43,313,000

PROJECT JUSTIFICATION:
 Buckingham Elementary School was originally constructed in 1978. There have been no additions or major renovations executed at the school over the 41-year life of BES. During the 2018-19 school year, Buckingham Elementary School operated at 135% of Local Rated Capacity and 101% of State-Rated Capacity. Buckingham Elementary will utilize five portable classrooms in 2019-2020 to accommodate existing programs, including pre-Kindergarten and all-day Kindergarten. Additional space is required to adequately accommodate all programs. Cafeteria, Media Center and support spaces are also inadequate to serve existing needs.

ENROLLMENT PROJECTIONS

SEPT. 2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028
530	536	519	513	498	496	492	496	503	513

* Preliminary September 2019 enrollment estimate. Final enrollment will be provided as soon as possible.

FUTURE PROJECT REQUEST - (Optional Form)

LEA: Worcester
 DATE: 9/25/2019

FISCAL YEAR: 2021

PROJECT TYPE:	NEW <input type="checkbox"/>	ADDITION <input type="checkbox"/>	RENOVATION <input type="checkbox"/>	REPLACEMENT <input type="checkbox"/>
	SYSTEMIC RENOVATIONS: <input checked="" type="checkbox"/>		STATE-OWNED RELOCATABLES: <input type="checkbox"/>	
SCHOOL NAME:	<u>Pocomoke Elementary School</u>			
SCHOOL ADDRESS:	<u>2119 Pocomoke Beltway, Pocomoke, MD. 21851</u>			

DESCRIPTION:	
Replacement of 52,512 s.f. roof @ \$32.74/s.f.	\$ 1,719,000
Contingency (5.0%)	\$ 86,000
A/E Design	\$ 120,000
Total	\$ 1,925,000

PROPOSED RATED CAPACITY:	506	GRADES:	Pre K - 3
REQUEST APPROVAL FOR PLANNING: FY		FUNDING:	FY 2024
ESTIMATED COST TO STATE:	\$ 860,000	LOCAL COST:	\$1,065,000

PROJECT JUSTIFICATION:
 Pocomoke Elementary School was constructed in 1976. The original roof was replaced in 1993. A 2018 roof inspection conducted by an independent roofing consultant identified blisters, seam separation, pitch pan, drains and expansion joint issues. The roof was given an overall rating of "Fair/Poor". The condition of the Pocomoke Elementary School roof has also been identified by State Maintenance inspectors.

ENROLLMENT PROJECTIONS

SEPT. 2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028
374	376	367	361	355	350	352	358	367	372

* Preliminary September 2019 enrollment estimate. Final enrollment will be provided as soon as possible.

20

SUMMARY OF CURRENT REQUESTS (Optional Form)

LEA: Worcester FISCAL YEAR: 2021 DATE: 9/25/2019

PRIORIT Y #	PROJECT TITLE	TOTAL EST. COST	NON- PSCP/IAC FUNDS	TOTAL STATE FUNDS	PRIOR PSCP/IAC FUNDS	CURRENT REQUESTS (\$ OR LP)		EXPECTED FIVE-YEAR PROGRAM REQUESTS (enter fiscal year below)									
						FY	2021	FY	2022	FY	2023	FY	2024	FY	2025	FY	2026
1	Pocomoke Middle School Systemic - Roof Replacement	2,795	1,520	1,275		1,275											
2	Stephen Decatur Middle School Addition	9,349	8,987	362		LP	362										
3	Snow Hill Middle School/CCSS Systemic - Roof Replacement	3,779	2,092	1,687						1,687							
4	Buckingham Elementary School Replacement School	58,354	43,313	15,041						LP					7,521		7,520
5	Pocomoke Elementary School Systemic - Roof Replacement	1,925	1,065	860								860					
TOTAL (Last page only)		76,202	56,977	19,225	-	1,275	362	1,687	860	7,521	7,520						

21

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: Worcester FISCAL YEAR: 2021
 DATE: 9/25/19

PROJECT TITLE and PSC NO. ¹ (Chronological Order by Fiscal Year)	MONTH AND YEAR (00/00) OF STATE APPROVAL					Percent Construction Completed	Date Occupied
	IAC	SD	DD	CD	CONTRACT AWARD		
Snow Hill High School Renovation / Addition 23.005.11/14 LPC	1/13	8/05	10/05	7/07*	11/13	100%	12/16
Showell Elementary Replacement School 23.001.019 LPC	1/17	4/17	12/17	3/18	8/18	27%	
Berlin Intermediate Replace HVAC Units 23.012.19 ASP	4/19				6/19***	100%	9/19
Berlin Intermediate Cameras & Emer. Radio 23.012.19 SSGP	4/19				6/19***	100%	9/19
Buckingham Elementary Cameras & Emer. Radio 23.007.19 SSGP	4/19				6/19***	100%	9/19
Cedar Chapel Special Cameras & Emer. Radio 23.013.19 SSGP	4/19				6/19***	100%	9/19
Ocean City Elementary Cameras & Emer. Radio 23.006.19 SSGP	4/19				6/19***	100%	9/19
Pocomoke Elementary Cameras & Emer. Radio 23.002.19 SSGP	4/19				6/19***	100%	9/19

¹ ALL PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, SCHOOL SAFETY, HEALTHY SCHOOLS FACILITY FUND AND QZAB.

* Updated Construction Documents approved by DGS in March 2013.
 ** Indicates Board of Education Award Date. Project less than \$100,000.
 *** Projects less than \$50,000. No formal Contract Award Date.

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: Worcester
 DATE: 9/25/19

FISCAL YEAR: 2021

PROJECT TITLE and PSC NO. ¹ (Chronological Order by Fiscal Year)	MONTH AND YEAR (00/00) OF <u>STATE</u> APPROVAL					Percent Construction Completed	Date Occupied
	IAC	SD	DD	CD	CONTRAC T AWARD		
Pocomoke High Cameras 23.003.19 SSGP	4/19				6/19***	100%	9/19
Pocomoke Middle Cameras & Emer. Radio 23.011.19 SSGP	4/19				6/19***	100%	9/19
Showell Elementary Emer. Radio 23.001.19 SSGP	4/19				6/19***	100%	9/19
Snow Hill Elementary Cameras & Emer. Radio 23.008.19 SSGP	4/19				6/19***	100%	9/19
Snow Hill High Cameras 23.005.19 SSGP	4/19				6/19***	100%	9/19
Snow Hill Middle Cameras & Emer. Radio 23.009.19 SSGP	4/19				6/19***	100%	9/19
Stephen Decatur High Cameras 23.004.19 SSGP	4/19				6/19***	100%	9/19
Stephen Decatur Middle Cameras & Emer. Radio 23.014.19 SSGP	4/19				6/19***	100%	9/19

¹ ALL PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, SCHOOL SAFETY, HEALTHY SCHOOLS FACILITY FUND AND

- * Updated Construction Documents approved by DGS in March 2013.
- ** Indicates Board of Education Award Date. Project less than \$100,000.
- *** Projects less than \$50,000. No formal Contract Award Date.

STATUS OF STATE-OWNED RELOCATABLES

LEA: Worcester

FISCAL YEAR: 2021

DATE: 9/25/19

SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED	JUSTIFICATION
<p>NONE</p> <p>(Note: 33 locally owned portable temporary classrooms are used to accommodate all existing programs.)</p>						

¹ The following actions may be requested: Retain in the same location, Move within school system, Revert to State (indicate date available). The completed form should be included with the Capital Improvement Program submittal.

WORCESTER COUNTY










SUMMARY OF PORTABLE CLASSROOMS

2019 - 2020

SCHOOL	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	SQ. FT.
Buckingham Elementary	5	5	5	5	5	5	5	3,840
Ocean City Elementary	0	0	0	0	0	0	0	0
Pocomoke Elementary	0	0	0	0	0	0	0	0
Showell Elementary	9	9	9	9	9	9	7 <small>(Note 4)</small>	5,376
Snow Hill Elementary	5	5	5	5	5	5	5	3,840
Berlin Intermediate	6	6	6	6	6	6	6	4,608
Pocomoke Middle	0	0	0	0	0	0	0	0
Snow Hill Middle	1	1	1	1	1	1	1	768
Cedar Chapel Special	0	0	0	0	0	0	0	0
Stephen Decatur Middle	9	9	9	9	9	9	9	6,912
Pocomoke High	0	0	0	0	0	0	0	0
Snow Hill High	17	17	17 <small>(Note 1)</small>	4 <small>(Note 2)</small>	0 <small>(Note 3)</small>	0	0	0
Stephen Decatur High	0	0	0	0	0	0	0	0
Worcester Tech	0	0	0	0	0	0	0	0
TOTAL	52	52	52	39	35	35	33	25,344

- (1) Four temporary structures and thirteen locally owned portables utilized at Snow Hill High School (13,056 s.f.). Eleven portable classrooms relocated from Pocomoke High School in 2011 to support renovation/addition project.
- (2) Four temporary structures at Snow Hill High School demolished and nine locally owned portable classrooms relocated to Central Office in summer 2016.
- (3) Two locally owned portable classrooms demolished and two locally owned portable classrooms at Snow Hill High School relocated to Central Office in January 2017. No portable classrooms at Snow Hill High School.
- (4) Two locally owned portable classrooms at Showell Elementary School demolished in summer 2019 to accommodate construction of the Showell Replacement School. The remaining seven locally owned portable classrooms will be demolished in summer 2020.

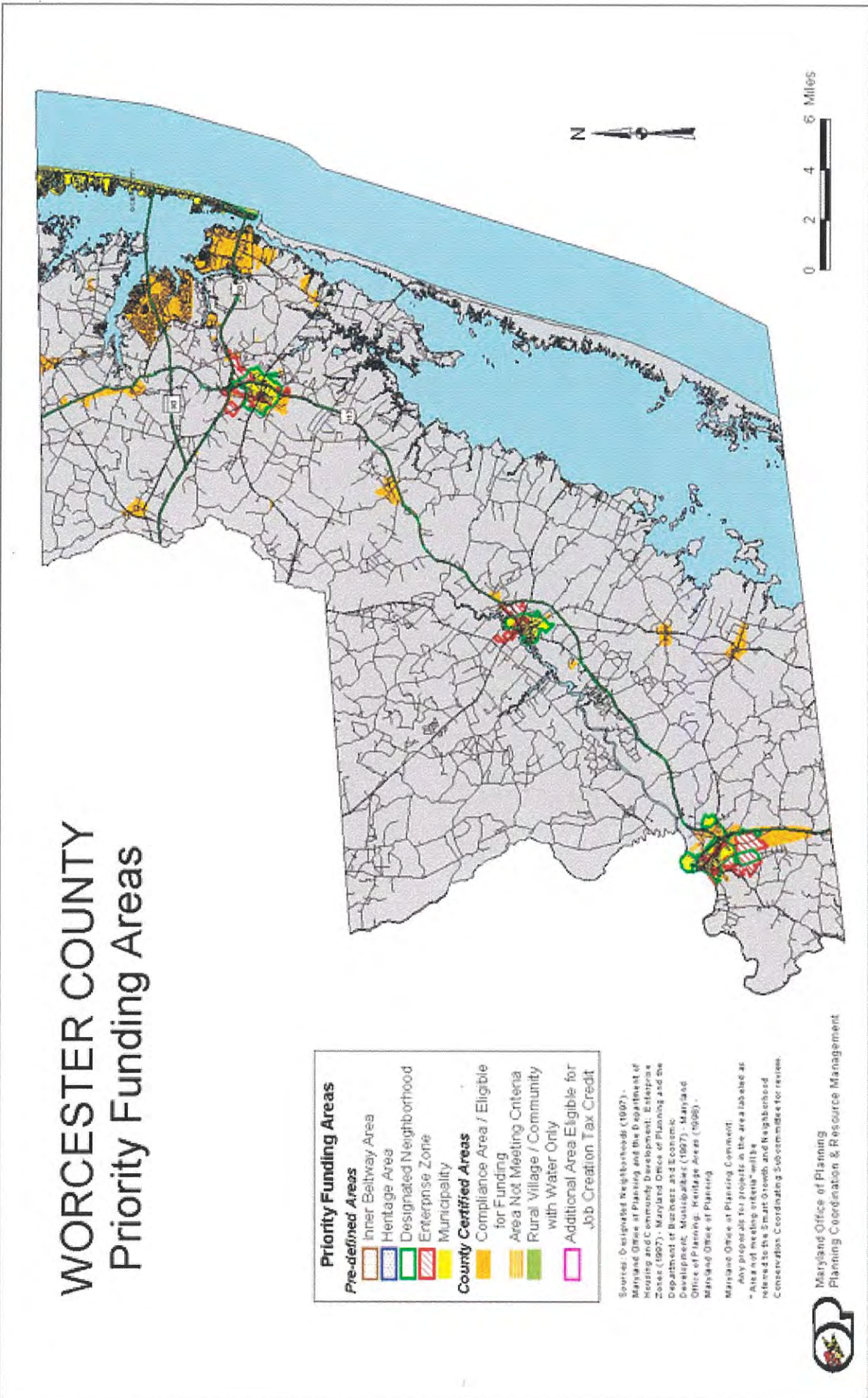
WORCESTER COUNTY Priority Funding Areas

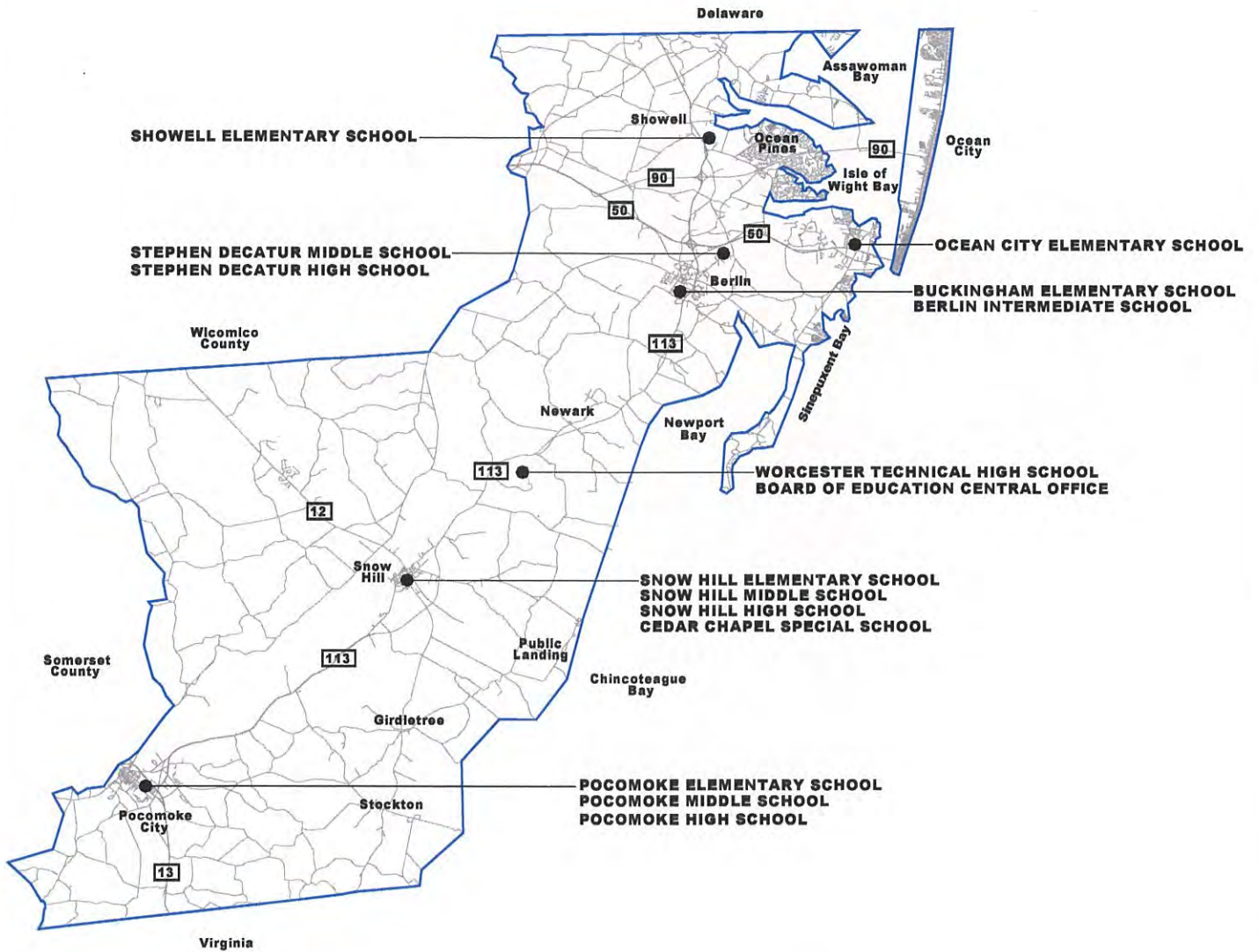
Priority Funding Areas	
Pre-defined Areas	
	Inner Beltway Area
	Heritage Area
	Designated Neighborhood
	Enterprise Zone
	Municipality
County Certified Areas	
	Compliance Area / Eligible for Funding
	Area Not Meeting Criteria
	Rural Village / Community with Water Only
	Additional Area Eligible for Job Creation Tax Credit

Sources: Designated Neighborhoods (1997); Maryland Office of Planning and the Department of Housing and Community Development; Enterprise Zones (1997); Maryland Office of Planning and the Department of Business and Economic Development; Municipalities (1997); Maryland Office of Planning; Heritage Area (1998); Maryland Office of Planning.

Maryland Office of Planning Comment:
 "Any projects to provide in the area labeled as 'Area Not Meeting Criteria' will be referred to the Smart Growth and Neighborhood Conservation Coordinating Subcommittee for review."

Maryland Office of Planning
 Planning Coordination & Resource Management





SCHOOL LOCATION MAP WORCESTER COUNTY, MARYLAND

SUPPLEMENTAL INFORMATION (Data as of October 2019)

Name of School System:		Worcester									
For Clarifications Contact (Name/Email/Phone):		Joe Price, Facilities Planner - jprice@worcesterk12.org - (410) 632-5010									
		Instructional	Non-Instructional	Vacant	TOTAL	CLARIFICATION NOTES					
1	Number of State-owned RELOCATABLE CLASSROOMS (not a count of building units)	0	0	0	0						
2	Number of locally-owned or leased RELOCATABLE CLASSROOMS in use for INSTRUCTION (not a count of building units)	33	0	33							
3	Number by AGE of locally-owned or leased RELOCATABLE CLASSROOMS in use for INSTRUCTION	< 5 year	5-9 years	10-14 years	15-19 years	20-24 years	25-29 years	30 or >30 years			
		0	0	5	14	14	0	0			
4	Number of design and planning professionals on STAFF	Registered Architects	Registered Engineers	AICP members	LEED titled	CLARIFICATION NOTES					
		0	0	0	0						
5	Number of schools with OPEN SPACE classrooms (includes schools with classroom spaces that have shared mechanical systems and are divided by partial height walls)	Elementary	Middle	High	Elem/Mid	Mid/High	Other	TOTAL			
		4	3	0	0	0	0	7			
6	The number of these OPEN SPACE schools that will be addressed within the NEXT 3 YEARS by completion of a capital project (either locally or with State funds)	TOTAL	In Planning	In Design	Under construction	CLARIFICATION NOTES					
		1	0	0	1	Showell Elementary Replacement School					
7	Number of schools WITHOUT a security vestibule entry system that requires visitation to the front office before entry can be made into the school.	Elementary	Middle	High	Elem/Mid	Mid/High	Other	TOTAL			
		6	4	4				14			
8	The number of these schools without a secured entry where the issue will be addressed within the NEXT 3 YEARS by completion of a capital project (either locally or with State funds)	TOTAL	In Planning	In Design	Under construction	CLARIFICATION NOTES					
		1	0	0	1	Showell Elementary Replacement School					
9	Number of schools WITHOUT AIR CONDITIONING in the majority of classrooms	Elementary	Middle	High	Elem/Mid	Mid/High	Other	TOTAL			
		0	0	0	0	0	0	0			
10	Number of schools in next 3 years where lack of AIR CONDITIONING in the majority of classrooms is addressed, through completion of either a systemic, renovation, or replacement project	TOTAL	In Planning	In Design	Under construction	CLARIFICATION NOTES					
		0	0	0	0						

WORCESTER COUNTY BOARD OF EDUCATION
6270 Worcester Highway
Newark, Maryland 21841

Summary of Pre-Kindergarten Enrollment
September 30, 2019*

Showell Elementary School

18 – AM
17 – AM
18 – PM
17 – PM
4 – Spec. Ed.
74 TOTAL
37 – FTE

Ocean City Elementary School

19 – AM
19 – AM
19 – PM
18 – PM
1 – Spec. Ed.
76 TOTAL
38 – FTE

Buckingham Elementary School

19 – AM
19 – AM
19 – PM
18 – PM
2 – Spec. Ed.
77 TOTAL
39 – FTE

Snow Hill Elementary School

18 – AM
18 – AM
18 – PM
17 – PM
1 – Spec. Ed.
72 TOTAL
36 – FTE

Pocomoke Elementary School

18 – AM
18 – AM
18 – PM
17 – PM
1 – Spec. Ed.
72 TOTAL
36 – FTE

WORCESTER COUNTY BOARD OF EDUCATION
6270 Worcester Highway
Newark, Maryland 21841

Summary of Kindergarten Enrollment
September 30, 2019*

Showell Elementary School

18
18
18
18
17
17
106 TOTAL
106 – FTE

Ocean City Elementary School

16
16
16
16
15
15
94 TOTAL
94 – FTE

Buckingham Elementary School

18
18
18
18
17
89 TOTAL
89 – FTE

Snow Hill Elementary School

18
18
18
18
72 TOTAL
72 – FTE

Pocomoke Elementary School

16
16
16
15
15
78 TOTAL
78 – FTE



WORCESTER COUNTY PUBLIC SCHOOLS
TEN-YEAR ENROLLMENT PROJECTIONS
FULL TIME EQUIVALENT
SEPTEMBER 30, 2018 - 2028

WORCESTER COUNTY PUBLIC SCHOOLS
 TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
 SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-K	201	186	181	175	176	183	191	195	195	195	195
KINDERGARTEN	428	439	459	429	415	397	418	438	448	448	448
ELEMENTARY SPEC.	27	27	27	27	27	27	27	27	27	27	27
1	459	438	449	469	439	425	407	428	448	458	458
2	491	473	452	463	483	453	439	421	442	462	472
3	481	502	484	463	474	494	461	450	432	453	473
4	492	500	520	502	481	492	512	479	468	450	471
5	495	509	517	537	519	498	509	530	496	486	467
6	517	506	520	528	548	530	509	520	541	507	497
7	459	525	514	528	536	556	538	517	528	549	515
8	513	469	535	524	538	546	566	548	527	538	559
9	494	542	498	564	553	567	575	595	577	556	567
10	518	499	547	503	569	558	572	580	600	582	561
11	465	523	504	552	508	574	563	577	585	605	587
12	541	474	532	513	561	517	583	572	586	594	614
SECONDARY SPEC.	30	30	30	30	30	30	30	30	30	30	30
TOTAL ENROLLMENT	6,611	6,642	6,769	6,807	6,857	6,847	6,900	6,907	6,930	6,940	6,941
K-12 ENROLLMENT	6,410	6,456	6,588	6,632	6,681	6,664	6,709	6,712	6,735	6,745	6,746

WORCESTER COUNTY PUBLIC SCHOOLS

BUCKINGHAM ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-KINDERGARTEN	40	39	38	37	36	38	40	40	40	40	40
KINDERGARTEN	98	89	93	87	84	81	85	89	91	91	91
1	91	100	91	95	89	86	83	87	91	93	93
2	109	95	104	95	99	93	90	87	91	95	97
3	94	111	97	106	97	101	95	92	89	93	97
4	84	96	113	99	108	99	103	97	94	91	95
TOTAL ENROLLMENT	516	530	536	519	513	498	496	492	496	503	513

WORCESTER COUNTY PUBLIC SCHOOLS

OCEAN CITY ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-KINDERGARTEN	44	38	37	35	37	37	39	40	40	40	40
KINDERGARTEN	77	94	99	92	89	85	90	94	96	96	96
1	104	79	96	101	94	91	87	92	96	98	98
2	101	107	82	99	104	97	94	90	95	99	101
3	107	104	110	85	102	107	100	97	93	98	102
4	124	109	106	112	87	104	109	102	99	95	100
TOTAL ENROLLMENT	557	531	530	524	513	521	519	515	519	526	537

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-KINDERGARTEN	36	36	35	34	34	35	37	38	38	38	38
KINDERGARTEN	80	78	82	77	74	71	75	78	80	80	80
1	87	82	80	84	79	76	73	77	80	82	82
2	85	91	86	84	88	83	80	77	81	84	86
3	76	87	93	88	86	90	85	82	79	83	86
TOTAL ENROLLMENT	364	374	376	367	361	355	350	352	358	367	372

WORCESTER COUNTY PUBLIC SCHOOLS

SHOWELL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-KINDERGARTEN	43	37	36	35	35	37	38	39	39	39	39
KINDERGARTEN	94	106	110	103	100	95	100	105	108	108	108
1	120	96	108	112	105	102	97	102	107	110	110
2	111	120	96	108	112	105	102	97	102	107	110
3	122	113	122	98	110	114	104	104	99	104	109
4	0	0	123	132	108	120	124	114	114	109	114
TOTAL ENROLLMENT	490	472	595	588	570	573	565	561	569	577	590

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-KINDERGARTEN	38	36	35	34	34	36	37	38	38	38	38
KINDERGARTEN	79	72	75	70	68	65	68	72	73	73	73
1	57	81	74	77	72	70	67	70	74	75	75
2	85	60	84	77	80	75	73	70	73	77	78
3	82	87	62	86	79	82	77	75	72	75	79
TOTAL ENROLLMENT	341	336	330	344	333	328	322	325	330	338	343

WORCESTER COUNTY PUBLIC SCHOOLS

CEDAR CHAPEL SPECIAL SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
PRE-KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
ELEMENTARY SPEC.	27	27	27	27	27	27	27	27	27	27	27
SECONDARY SPEC.	30	30	30	30	30	30	30	30	30	30	30
TOTAL ENROLLMENT	57	57	57	57	57	57	57	57	57	57	57

WORCESTER COUNTY PUBLIC SCHOOLS

BERLIN INTERMEDIATE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
4	118	133	0	0	0	0	0	0	0	0	0
5	327	339	351	355	356	316	336	350	326	321	308
6	365	334	346	358	362	363	323	343	357	333	328
TOTAL ENROLLMENT	810	806	697	713	718	679	659	693	683	654	636

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
4	80	78	89	95	90	88	92	87	84	81	85
5	80	82	80	91	97	92	90	94	89	86	83
6	73	82	84	82	93	99	94	92	96	91	88
7	68	75	84	86	84	95	101	96	94	98	93
8	91	70	77	86	88	86	97	103	98	96	100
TOTAL ENROLLMENT	392	387	414	440	452	460	474	472	461	452	449

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
4	86	84	89	64	88	81	84	79	77	74	77
5	88	88	86	91	66	90	83	86	81	79	76
6	79	90	90	88	93	68	92	85	88	83	81
7	83	81	92	92	90	95	70	94	87	90	85
8	80	85	83	94	94	92	97	72	96	89	92
TOTAL ENROLLMENT	416	428	440	429	431	426	426	416	429	415	411

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
7	308	369	338	350	362	366	367	327	347	361	337
8	342	314	375	344	356	368	372	373	333	353	367
TOTAL ENROLLMENT	650	683	713	694	718	734	739	700	680	714	704

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
9	80	92	71	78	87	89	87	98	104	99	97
10	85	81	93	72	79	88	90	88	99	105	100
11	87	86	82	94	73	80	89	91	89	100	106
12	81	92	91	87	99	78	85	94	96	94	105
TOTAL ENROLLMENT	333	351	337	331	338	335	351	371	388	398	408

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
9	81	85	90	88	99	99	97	102	77	101	94
10	85	83	87	92	90	101	101	99	104	79	103
11	69	87	85	89	94	92	103	103	101	106	81
12	87	71	89	87	91	96	94	105	105	103	108
TOTAL ENROLLMENT	322	326	351	356	374	388	395	409	387	389	386

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR HIGH SCHOOL

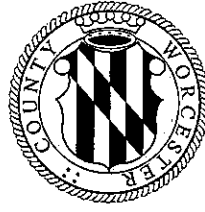
TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
9	333	365	337	398	367	379	391	395	396	356	376
10	348	335	367	339	400	369	381	393	397	398	358
11	309	350	337	369	341	402	371	383	395	399	400
12	373	311	352	339	371	343	404	373	385	397	401
TOTAL ENROLLMENT	1363	1361	1393	1445	1479	1493	1547	1544	1573	1550	1535

WORCESTER COUNTY PUBLIC SCHOOLS
 WORCESTER TECHNICAL HIGH SCHOOL
 TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
 SEPTEMBER 30, 2018 - 2028

GRADE	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
ALL	512	503	532	527	550	554	577	581	595	598	592
TOTAL ENROLLMENT	512	503	532	527	550	554	577	581	595	598	592



3

COMMISSIONERS
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JOSEPH M. MITRECIC, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
THEODORE J. ELDER
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OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, during National Adoption Month, we recognize that all children need love, support, and security, and we honor the parents and families who choose to adopt to make a meaningful and lasting difference in the lives of some of the most vulnerable young people in our society; and

WHEREAS, we also express our profound appreciation to Worcester County Department of Social Services (DSS) professionals and their partners who strive to provide adoptive parents and families with the resources, support, and care that are vital to make adoption possible and to ensure the success of Worcester County sons and daughters.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim November as **Adoption Month** in Worcester County, and we support the efforts of DSS professionals to raise awareness and educate the community about the youth currently in foster care who are waiting to join their own permanent, loving families.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of November, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

Citizens and Government Working Together



4

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

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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

COMMENDATION

WHEREAS, Tamra Shockley has been named the 2019 Worcester County Adoptive Parent of the Year for providing a loving, caring, nurturing and permanent home environment to her adoptive son, Liam; and

WHEREAS, in addition to raising her two nephews, Ms. Shockley welcomed then four-year-old Liam, as a foster son in 2017 and later adopted him. She provides warmth, empathy, and compassion to youth and vulnerable families, and she strives to support vital family connections.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Tamra Shockley** for partnering with the Worcester County Department of Social Services to provide a loving, forever home to her adoptive son and for fostering life locally.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of November, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

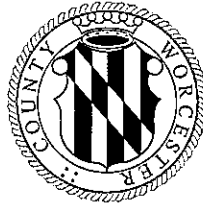
Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

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



5

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

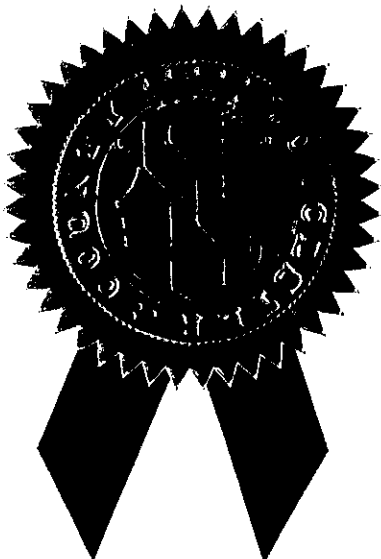
COMMENDATION

WHEREAS, on October 5, 2019, Sergeants Michael Adams and George Schoepf and Corporals Donyell Thornton and Aaron Johnson administered cardiopulmonary resuscitation (CPR) and first aid to an unconscious inmate and called for emergency assistance from medical staff; and

WHEREAS, the inmate's life was saved thanks to the quick response of Sergeants Adams and Schoepf and Corporals Thornton and Johnson and Wellpath medical staff to administer emergency medical assistance until paramedics from the Snow Hill Volunteer Fire Company arrived and transported the individual to Atlantic General Hospital.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sergeants Michael Adams and George Schoepf and Corporals Donyell Thornton and Aaron Johnson** for employing the emergency measures needed to save a life.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of November, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom



6

DONNA J. BOUNDS
WARDEN

Worcester County
Jail

QUINTIN L. DENNIS
SECURITY

P.O. BOX 189
SNOW HILL, MARYLAND
21863

FULTON W. HOLLAND JR.
CLASSIFICATION

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



Request for future approvals
by County Administration

October 23, 2019

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

RE: Securus Technologies contract extension

Dear Mr. Higgins,

The Worcester County Jail has received the renewal for the inmate telephone services from Securus Technologies. Securus Technologies has provided the inmate population telephone services for the past 15 years. They provide all the phone equipment and excellent customer service. I respectfully request approval to sign the new contract. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Donna J. Bounds, Warden
Worcester County Jail

**SIXTH AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SIXTH AMENDMENT** ("Sixth Amendment") is effective as of the last date signed by either party ("Sixth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and the County Commissioners of Worcester County, Maryland¹ ("you" or "Customer") dated August 5, 2010, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Sixth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Sixth Amendment shall commence October 5, 2019 and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 36 months, with a modified end date of October 5, 2022. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Bonus Prepaid Calling Cards. On the first day of the month following the Sixth Amendment Effective, and then annually thereafter during the term extension provided by this Sixth Amendment, we will provide you with prepaid calling cards with a total face value of \$1,000. Each prepaid calling card will be valid for no more than 6 months from the date it is first used. Prepaid calling cards are not returnable or refundable; all sales are final.
3. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction.
4. Except as expressly amended by this Sixth Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Sixth Amendment Effective Date.

<p><u>CUSTOMER:</u> County Commissioners of Worcester County, Maryland</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert E. Pickens Title: Chief Executive Officer Date: _____</p>
--	--

¹ The County Commissioners are signing on behalf of the Worcester County Detention Center, who was the contracting party for the Agreement and its prior amendments.

Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**



7

Jeffrey A. McMahon
Fire Marshal

Matthew W. Owens
Chief Deputy Fire Marshal



OFFICE OF THE FIRE MARSHAL
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1302
SNOW HILL, MARYLAND 21863-1249

TEL: 410-632-5666


FAX: 410-632-5664

www.wcfmo.org

MEMORANDUM

DATE: October 25, 2019

TO: Harold Higgins, Chief Administrative Officer

FROM: Jeff McMahon, Fire Marshal 

RE: Recognition by the MPCTC for Chief Deputy Fire Marshal Matthew Owens

I am very proud to inform you and the County Commissioners that on October 10, 2019 Worcester County's Chief Deputy Fire Marshal was awarded an "Instructor of the Year" award by the Maryland Police and Correctional Training Commission during their annual awards ceremony. CDFM Owens' name was submitted and nominated by John Moses, Director of the Eastern Shore Criminal Justice Academy at Wor-Wic Community College. Attached is a copy of the email notification of the award and a copy of a photo taken during the ceremony. In the photograph with Chief Deputy Fire Marshal Owens is Albert Liebno, Deputy Director of the Maryland Police and Correction Training Commission and Robert Green, Secretary, Maryland Department of Public Safety and Correctional Services.

Jeff McMahon

From: Matt Owens
Sent: Tuesday, August 13, 2019 1:16 PM
To: Jeff McMahon
Subject: FW: Reply Requested - Instructor Honoree Verification – Owens

Just as an FYI.

Matt



Matthew Owens, CFI, CFPS
Chief Deputy Fire Marshal, Worcester County Fire Marshal
Phone: (410) 632-5666 Ext. 2
Office: (410) 632-1311 (24 hours)
Fax: (410) 632-5664
Email: mowens@co.worcester.md.us
Website: <http://co.worcester.md.us/departments/firemarshal>
Address: 1 West Market St - Room 1302 - Snow Hill, MD 21863

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Katie Johnson -DPSCS- [<mailto:katie.johnson@maryland.gov>]
Sent: Monday, August 12, 2019 2:57 PM
To: ESCJA <drollyson@worwic.edu>; Matt Owens <mowens@co.worcester.md.us>; John Moses <jmoses@worwic.edu>
Subject: Reply Requested - Instructor Honoree Verification – Owens

Good Morning,

Thank you very much for taking the time to submit an Instructor of the Year honoree for this year's MPCTC 19th Annual Instructors' Awards & Training Conference. We look forward to recognizing your instructor at the event. The intent of this email is to confirm accuracy of the honoree's information for printing purposes, as well as to provide agency personnel with information regarding the event. Please review thoroughly and let us know if you have any questions. **We would appreciate a response by Friday, August 30th, 2019.**

Please note that this is the first year MPCTC is directly contacting the honoree regarding the award. The awardee is copied on this email so they can review all of the important information below, especially information regarding the opening ceremony. The training coordinator on file with MPCTC is copied as well, if not already listed on the submission.

Please confirm the spelling of the name and agency, and review the category (academy or non-academy). **This information will be printed in the program and on the award, so please check for accuracy.** If the recipient has a rank/title you'd like to include, let us know in your response. Also, if your honoree has a name that is hard to pronounce, please provide a phonetically spelled version to use for the ceremony.

Name: Matthew Owens
Agency: Eastern Shore Criminal Justice Academy
Category: Academy

The Conference agenda is provided below. If attending the sessions, Instructor of the Year honorees should be registered by visiting the [Conference Registration Page](#). Remember that honorees attend the Conference at no charge! Please select "PCTC Staff" as the payment method and we will take care of adjusting to "No Charge" so your agency does not receive an invoice.

If you have personnel from your agency or family members who would like to attend the awards ceremony and not the entire Conference, they can do so by signing in at the reception desk versus the registration desk on the day of the event. **Please send an email to Katie.Johnson@maryland.gov with each name and title/relation of attendees in this category.** These folks will not have to pay the Conference fee, but will not be entitled to giveaways and meals. They will be expected to depart after the awards ceremony concludes. **Please ensure agency personnel are forwarded this information.** Agency personnel who are attending the entire Conference should register via the above link.

On the day of the Conference, award recipients will be directed by MPCTC personnel to designated seating upon arrival. During the awards ceremony, honorees will be called to the podium to accept their award. A picture will be taken at this time. After the ceremony, Instructor of the Year recipients can opt to take photos in front of the back-drop. If representatives from your agency would also like to be in a photo, please let them know the back-drop area is accessible after the awards ceremony.

7:30am to 8:30am – Conference Registration & Refreshments
8:30am to 9:15am – Opening Ceremony & Instructor Awards
9:30am to 11:00am – Session I
11:15am to 12:45pm – Session II
1:00pm to 2:30pm – Networking Luncheon

We thank you again for your participation in this event! And we congratulate the honoree on receiving this special recognition. Please let me know if you have any questions.

Thank you,

Katie

 <p>CHANGING Maryland <i>for the Better</i> Public Safety Online</p>  <p>Take our customer Service Survey</p>	<p>Katie Johnson <i>Registrar</i> Police & Correctional Training Commissions Department of Public Safety and Correctional Services 6852 4th Street Sykesville, MD 21784 410.875.3523 Katie.Johnson@maryland.gov</p>
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**Instructors' Awards &
Training Conference**

October 2019

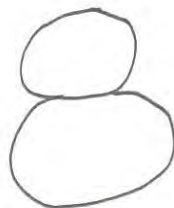
Matthew Owens

Instructor of the Year

**Eastern Shore
Criminal Justice Academy**



5



Jeffrey A. McMahon
Fire Marshal

Matthew W. Owens
Chief Deputy Fire Marshal



OFFICE OF THE FIRE MARSHAL
Worcester County


GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1302
SNOW HILL, MARYLAND 21863-1249

TEL: 410-632-5666

FAX: 410-632-5664

www.wcfmo.org

MEMORANDUM

DATE: October 25, 2019
TO: Harold Higgins, Chief Administrative Officer
FROM: Jeff McMahon, Fire Marshal 
RE: User Agreement for DPSCS Training Unit

Attached is a copy of a General Release Agreement for the Maryland Police and Correctional Commission's Training Unit. The agreement is required for Deputy Fire Marshal Vieira to participate in a driver's emergency vehicle operation course (EVOC) to be held in Sykesville, Maryland in November. Attached is a copy of the MOU and the email received from the MPCTC. I respectfully request the Commissioner approve the MOU. As always, should you have any questions I'd welcome the opportunity to discuss this with you and the County Commissioners.

Jeff McMahon

From: Pamela K. Hinerman -DPSCS- <pamela.hinerman@maryland.gov>
Sent: Wednesday, October 9, 2019 12:59 PM
To: Jeff McMahon
Subject: Users Agreement for D.P.S.C.S Driver Training Unit
Attachments: Worchester Co. Fire Marshal MOU.doc

Dear Sir,

You currently have Christopher Vieira enrolled in our November 5-6, 2019 EVO In-Service 2 Day Training Course. According to our records, we do not have a Users Agreement in effect between your office and our facility. I have attached the agreement for you to review. At your earliest convenience print, sign and mail the original document to the Driver Training Facility at 7310 Slacks Rd. Sykesville, MD 21784. Please retain a copy for your records. If you have any questions please feel free to call myself or Mike Meixsell at 410-549-5732 ext. 1. The agreement should be in place before training to cover all liabilities. Thank you for your time and attention to this matter.

--

Pamela Hinerman
Administrative Assistant
Department of Public Safety and Correctional Services
Maryland Police and Correctional Training Commissions
Driver Training Unit
7310 Slacks Road
Sykesville, Maryland 21784
Office (410) 549-5732 option #1
pamela.hinerman@maryland.gov



Department of Public Safety and Correctional Services

Maryland Police and Correctional Training Commissions

6852 4th STREET • SYKESVILLE, MARYLAND 21784 •
(410) 875-3400 • FAX (410) 875-3975 • V/TTY (800) 735-2258 • www.dpscs.maryland.gov/aboutdpscs/pct

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

RACHEL SESSA
CHIEF OF STAFF

CHRISTOPHER McCULLY
DEPUTY SECRETARY
ADMINISTRATION

J. MICHAEL ZIGLER
DEPUTY SECRETARY
OPERATIONS

GARY W. MCHINNEY
ASSISTANT SECRETARY

STATE ONLY GENERAL RELEASE AGREEMENT

This General Release Agreement ("Agreement"), is made this _____ day of _____, 2019 by and between the County Commissioners of Worcester County, Maryland for the Worcester County Fire Marshal's Office, located at 1 West Market Street, Snow Hill, MD 21863 and

The Maryland Police and Correctional Training Commissions ("MPCTC") located at 6852 4th Street, Sykesville, Maryland, 21784, and provides that:

MPCTC is an agency of the Department of Public Safety and Correctional Services of the State of Maryland, and operates the Driver Training Facility ("DTF"), located at 7310 Slacks Road, Sykesville, Maryland 21784. MPCTC staff offers various driver-training courses at DTF and the DTF facilities are available for outside public safety agencies to conduct driver-training courses for their own employees, agents or designees. The Agency is desirous of having use of and access to DTF's driver training courses and/or facilities and herein mutually agrees to the following relating to the Agency's use and access to DTF facilities:

1. The Agency shall reimburse the State of Maryland and/or MPCTC for any and all costs and expenses relating to any damage(s) to DTF equipment, facility, or property that result from the actions of the Agency's employees, designees, agents and/or guests.
2. The liability of the State of Maryland and MPCTC for claims, suits, damages, costs and expenses that result from injury, loss, or damage to persons or property caused by the negligent actions of MPCTC employees or agents is provided in the Maryland Tort Claims Act, Md. Code Ann., State Gov't §12-101 et seq.
3. Nothing in this Agreement shall preclude the State of Maryland, MPCTC, or DTF from establishing additional conditions or rules governing the Agency's use and access of DTF.
4. This Agreement shall take effect on the date of the latest signature below and shall apply to all training events at DTF in which the Agency, its employees, designees, agents or guests participate.
5. This Agreement may be revoked, in writing, by either party, at any time, for any reason, without penalty or further obligation.
6. This Agreement shall remain in effect until written notice of termination is received by

the non-terminating party.

ACKNOWLEDGEMENT

Agency Name

Date

Signature

Print Name

Title/Rank

October 9, 2019

MPCTC

Albert L. Liebno
Acting Executive Director

Date

Approved for Legal Sufficiency

Assistant Attorney General

Date

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



9

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

OFFICE OF THE
COUNTY COMMISSIONERS

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


Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 28, 2019

To: Harold Higgins, Chief Administrative Officer
From: Kim Reynolds, Senior Budget Accountant 
Subject: State Aid for Police Protection Fund – 2021 Application

Attached is the State Aid for Police Protection Fund Application for FY2021. This grant is ongoing and is intended to be used exclusively to provide adequate Police Protection throughout the counties and subdivisions of Maryland. This application states that Worcester County would like to be considered for FY21 grant funding but does not guarantee how much funding will be allocated to Worcester County.

State Aid For Police Protection Fund - 2021 (SAPP)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dinfo_goccp@maryland.gov

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- | | |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet | <input checked="" type="checkbox"/> Civil Rights |
| <input checked="" type="checkbox"/> Face Sheet | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances |
| <input checked="" type="checkbox"/> Budget Summary | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input type="checkbox"/> Personnel | <input type="checkbox"/> Services |
| <input type="checkbox"/> Operating | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

State Aid For Police Protection Fund - 2021 (SAPP)

Applicant: Worcester County Board of County Commissioners

Project Title: State Aid for Police Protection FY2021

Worcester **Local Government**

Start Date: 07/01/2020

Submitted: Pending Submission

DUNS Number: 101119399

End Date: 06/30/2021

Funding Year:

SAM Expiration: 2/1/2020

Applicant:	Implementing Agency:
Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194
FAX: (410) 632-3131	FAX: (410) 632-3131

Authorized Official:	Purnell, Diana dpurnell@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	President FAX: (410) 632-3131
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Project Director:	Reynolds, Kimberly kreynolds@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	Budget Accountant FAX: (410) 632-3131
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Fiscal Officer:	Dods, Douglas A ddods@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863 (410) 632-1111	Operations Officer FAX: (410) 632-3070
------------------------	--	--

Funding Summary	0.0 %	Grant Funds	\$0.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
Total Project Funds					

Project Summary

"GOCCP to update"

SAPP Narrative

"GOCCP to update"

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$0.00	\$0.00	\$0.00	\$0.00

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
2. Organization: Worcester County Board of County Commissioners
3. Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
4. Telephone Number: (410) 632-0090
5. Number of persons employed by the organization unit responsible for implementation of this grant: 13

Project Service Sites

Site 1

Service Site Worcester County
Apt. Suite, No. Street
City
State & Zip MD

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

- 1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.
- 2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.
- 3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.
- 4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.
- 5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.
- 6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

- Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
- 7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.
- 8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.
- 9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.
- 10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.
- 11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Purnell, Diana - President

Name and Title

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

Project Title: State Aid for Police Protection FY2021
Federal ID Number: 52-6001064

Authorized Representative: Purnell, Diana - President

Signature: _____
Signature of Authorized Official Date

Due Date: Thursday, November 15, 2019

Subdivision WORCESTER COUNTY Municipality _____
 (County) (Incorporated City/Town)

ESTIMATED EXPENDITURES FOR POLICE PROTECTION
 (Fiscal Year Ending June 30, 2020)

<u>PART I</u>	(a)	(b)	
<u>SUMMARIZE (Omit Cents)</u>	Police	Sheriff's	
	Department	Department	
Salaries and Wages	_____	\$ 5,833,423	
Capital Outlay	_____	\$ 332,535	
Debt Service	_____	\$ -	
Other Operating Expenses:			
Communications	_____	\$ 32,200	
Travel	_____	\$ 57,359	
Fuel & Utilities	_____	\$ 8,890	
Contractual Services	_____		
Supplies & Materials	_____	\$ 253,458	
Fixed Charges			
(Rent, Insurance, etc.)	_____	\$ 302,647	
Motor Vehicle Operation			
And Maintenance	_____	\$ 327,542	
Contributions			
(Retirement and Social			
Security - Salaries only)	_____	\$ 3,313,912	
Miscellaneous	_____	\$ 22,144	
TOTAL COLUMN (a)	-	10,484,110	79% % = \$ 8,324,383
			TOTAL COLUMN*
		SUB-TOTAL PART 1 \$ 8,324,383	
		(Total Column (a) and (b))	

The percentage is only applicable to agencies requesting funds for both the Police Department and Sheriff's Office.

<u>PART II</u>		<u>PART III</u>	
Traffic Control	\$ 55,000	Sub-Total PART I	\$ 8,324,383
Central Alarm System	\$ 2,454,810	Sub-Total PART II	\$ 2,509,810
SUB-TOTAL PART II	\$ 2,509,810	TOTAL (PARTS I & II)	\$ 10,834,193

Do you receive reimbursement of police costs from other jurisdictions? NO
 IF YES, deduct these expenses to eliminate duplication of costs.

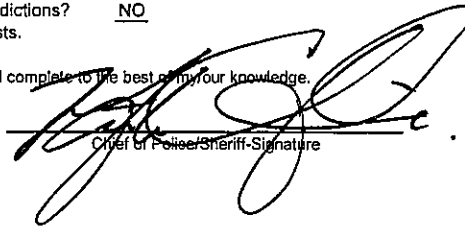
I/we certify that the information contained herein is true, correct, and complete to the best of my/our knowledge.

Kimberly Reynolds
 Prepared by

Senior Budget Accountant
 Title

410-632-1194
 Telephone Number

kreynolds@co.worcester.md.us
 E-mail address


 Chief of Police/Sheriff-Signature

 Chief Executive Officer of County or Municipality
 Signature

The Worcester County Sheriff's Office is authorized 118 personnel. We presently have 9 vacancies

Total Authorized Sworn/Total Authorized Civilian

92/21

Total Filled Sworn/ Total Filled civilian

83/21

Total Vacancies Sworn/Total Vacancies Civilian

9/0

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY

Kristin Heiser
State's Attorney



106 Franklin Street
Snow Hill, MD 21863

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

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

10

October 28, 2019

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

Dear Commissioners:

I am writing to request approval to submit a grant application on behalf of the Office of the State's Attorney to the Governor's Office of Crime Control and Prevention for the purchase of a case management software system.

We plan to apply for a \$227,700 grant to cover the cost of the purchase, implementation, maintenance, and staff training of new case management software. The case management software currently in use is over 15 years old with limited functionality, because of technological advances in the software used by all of our partnering agencies. These limitations are increasingly apparent when viewed in the context of the court-mandated e-filing system we are required to use. Our outdated software frustrates my staff's efforts to perform efficiently and prevents them from assisting prosecutors in case preparation because of time spent on menial tasks which could be eliminated by the purchase of a new software system.

This grant funding opportunity would mean a huge increase in productivity for my staff while attending their current job responsibilities, and would then allow us to focus our energy on additional outreach, education, and awareness. Should we receive the grant funding, Worcester County taxpayers would benefit greatly.

Thank you for your time and consideration of this matter.

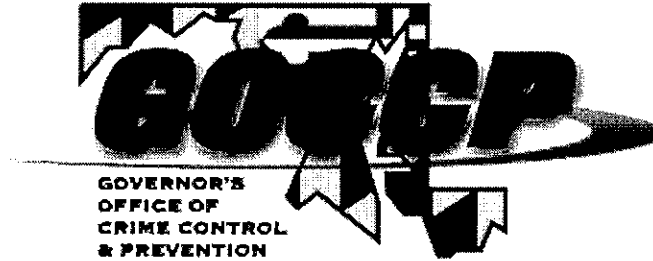
Very Truly Yours,

Kristin Heiser
State's Attorney for Worcester County

Performance Incentive Grant Fund Program (PIGF 2020)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- | | |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet | <input checked="" type="checkbox"/> Civil Rights |
| <input checked="" type="checkbox"/> Face Sheet | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances |
| <input checked="" type="checkbox"/> Budget Summary | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input type="checkbox"/> Personnel | <input type="checkbox"/> Services |
| <input type="checkbox"/> Operating | <input checked="" type="checkbox"/> Equipment |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

Performance Incentive Grant Fund Program (PIGF 2020)

Applicant: Worcester County Board of County Commissioners

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

Worcester

Local Government

Start Date: 01/01/2020

Submitted: Pending Submission

DUNS Number: 101119399

End Date: 12/31/2020

Funding Year:

SAM Expiration: 2/1/2020

Applicant:

Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

FAX: (410) 632-3131

Implementing Agency:

Worcester County State's Attorney's Office
The William G. Kerbin, Jr. Building
106 Franklin Street
Snow Hill, MD 21863 1076
(410) 632-2166

FAX: (410) 632-3250

Authorized Official:

Purnell, Diana
dpurnell@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

President

FAX: (410) 632-3131

Project Director:

Heiser, Kristin
kheiser@co.worcester.md.us
Worcester County State's Attorney's Office
The William G. Kerbin, Jr. Building
106 Franklin Street
Snow Hill, MD 21863-1076
(410) 632-2166

State's Attorney

FAX: (410) 632-3250

Fiscal Officer:

Reynolds, Kimberly
kreynolds@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

Budget Accountant

FAX: (410) 632-3131

Funding Summary	100.0 %	Grant Funds	\$227,700.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$227,700.00		

Project Summary

The Office of the State's Attorney for Worcester County prosecutes every criminal offense committed within Worcester County and serves approximately 52,000 full-time residents as well as hundreds of thousands of tourists every year. Requested grant funding will be used to purchase a comprehensive case management software package that will support planning, agency collaboration, crime mapping, data compilation and statistical analysis to allow prosecutors to leverage existing resources to better evaluate individual cases for more effective prosecution.

Problem Statement/Needs Justification

1. Many of the larger counties throughout the State have already purchased these types of software systems because they eliminate the need for basic data-entry by support staff, increasing office efficiency exponentially. However, in less populated counties, the implementation of these software programs is cost-prohibitive and local governments are not able to shoulder the burden.
2. In this aspect, Worcester County is uniquely situated, because it is one of the least populated counties for about half of the year, and one of the most populated during the summer months and into the fall. Because of this unique position, Worcester County faces big-city crime problems and high criminal case volume for much of the year, but lacks the technological advancements to best manage its limited resources. Therefore, grant funding is essential to the procurement of this much-needed case management software program which has been unattainable due to ongoing budget constraints.
3. The Office of the State's Attorney's involvement in the LEAD planning initiative also serves another of the JRA's goals: to reduce incarceration for low-risk and non-violent offenders. The addition of the LEAD diversionary program to the current options available to prosecutors combined with the case management system giving prosecutors access to all relevant data, will allow prosecutors to increase use of these diversionary programs and thereby meeting another goal of the JRA.

Program Goals and Objectives

1. Obtain a comprehensive case management software package for use by all staff at the Office of the State's Attorney. Software will interface with MDEC, automatically download case files and supporting documentation, eliminate basic data entry for support staff, track each individual associated with every criminal case in Worcester County, allow for statistical analysis of all cases, diversionary programs (including the LEAD program) and probation, and electronically store all criminal case files in perpetuity.
2. Use the case management software package to share data-driven analysis with law enforcement partners to develop a more accurate picture of specific crime problems in Worcester County, to evaluate current prevention and deterrence strategies, and to plan new initiatives for crime management and successful prosecution.
3. Use the data from the case management software package to strengthen alternative pre-trial options, diversionary programs and sentencing options using data-driven statistical analysis to evaluate success of current programs and to plan for implementation of new strategies to assist defendants, witnesses and victims throughout the criminal justice system. The LEAD program is yet another initiative that will benefit greatly from the case management system.
4. Utilizing new case management software, help facilitate the planning and implementation of a LEAD program for Worcester County.

Program Strategy/Program Logic

1. Immediately upon complete implementation of the comprehensive case management software package at the Office of the State's Attorney, prosecutors and support staff will be able to accomplish the goals and objectives as outlined in Program Goals and Objectives Paragraph 1.
2. The case management software package will allow prosecutors and support staff to provide relevant statistics and data analysis to other county law enforcement partners, as well as other partnering agencies, such as the Worcester County Health Department. This case management system will be crucial during the planning and eventual implementation of the LEAD initiative as it will allow for the relevant data obtained by the Office of the State's Attorney to be compiled and distributed with ease to agency partners. After a period of time, the historical data obtained through use of the case management software will allow partners a complete view of recidivism rates and trends and the success rates of the diversionary programs currently used. This information, in turn, will allow law enforcement to better allocate resources and strategize additional methods for prevention and deterrence.
3. Internal data from each case prosecuted by the Office of the State's Attorney will allow for better evaluation of the success of current and proposed diversionary programs, like LEAD, and will allow for earlier intervention and referrals in cases of addiction, mental health concerns and other sensitive topics. The implementation of this software package will allow for the Office of the State's Attorney and partner agencies to become more proactive in its response to crime, instead of reactive, and will contribute to education and awareness programs, eventually reaching the goal of being able to prosecute cases while simultaneously ensuring that any required services are being provided by partner agencies on demand.

Program Measurement

Output Measures:

1. Number of users at the Office of the State's Attorney trained to use comprehensive case management software program.
2. Number of other software programs/electronic storage facilities eliminated as a result of implementation of comprehensive case management software program.

Initial Outcome Measures:

1. Number of criminal defendants referred to LEAD, and to diversionary programs and recidivism/success rates of those programs.
2. Number of additional hours devoted to victim services/legal research/case preparation after upgrades to technology eliminate data and entry and increase support staff efficiency.
3. Number of criminal defendants, victims and witnesses referred to services as a result of their involvement with the criminal justice system.
4. Number of law enforcement and other agency partners receiving and analyzing data from the Office of the State's Attorney as collected by the comprehensive case management software program.

Impacts:

1. Diversionary programs proven effective as a result of data and statistics generated by the comprehensive case management software program. The LEAD initiative statistics in other jurisdictions have shown evidence that participants have reduced financial cost relating to the criminal justice system, reduced recidivism rates, increased ability to obtain housing and employment, and have fewer additional contacts with law enforcement.
2. New prevention/deterrence strategies developed as a result of data and statistics generated by the comprehensive case management software program.
3. Decrease in crime rates for participants of the LEAD program
4. Decrease in recidivism rates for targeted defendants suffering from drug addiction due to earlier intervention/additional treatment programs
5. Increased satisfaction of victims and witnesses credited to additional time spent with support staff and services provided

Timeline

1. Implementation and training of staff for the comprehensive case management software program will require approximately 120 days in total, beginning the date the contract is signed. Obviously, work is dependent upon the success of the grant application, but work is anticipated on the following timeline:

February 3, 2020 Final contract signed and implementation agreement signed. Server connection credentials given to vendor to begin data extraction. Server and PC assessment completed and all necessary hardware/software ordered.

February 14, 2020 2 day onsite pre-implementation meeting with project manager and system administrators. Templates received. Workflow pre-configuration conducted.

February 25, 2020 Status meeting to review progress and finalize pre-implementation meeting timeline agreement.

March 13, 2020 1st data conversion webinar reviewed. Agency document templates received. System administrator training begins. System enhancements are completed and demonstrated. Teleconference status meeting to review progress and answer questions. Server connection credentials given to vendor. Installation of software to begin. Support application testing on each workstation to begin. Testing of browser functionality, document generation, outlook calendaring and email on each workstation.

March 30 20120 Teleconference status meeting. Project manager to provide legacy data and documents and completed data validation spreadsheets from the first data conversion.

April 13, 2020 Training schedule is completed with assignment of all office staff to specific training sessions. Training room and equipment are verified. 2nd data conversion review webinar. Vendor to install preliminary data conversion on pre-production site for the webinar, including completed templates, event entry configuration. Agency to validate accuracy of information/ application testing to begin. Inaccuracies reported to vendor. Custom enhancements tested and verified. Data conversion anomalies reported and corrected.

April 23, 2020 Teleconference with vendor to review timeline to meet scheduled "go live" date.

April 30 2020 Complete installation and testing of all workstations by IT and vendor.

May 6, 2020 Final teleconference status meeting with vendor and project manager to verify final data accuracy and training area is prepared for scheduled trainings.

May 11 2020 Final legacy data given to vendor.

May 15, 2020 Final data conversion is loaded. Vendor's trainers arrive at training room. Final configuration of software is performed with all administrators present. User training begins and software is used in a live state. "Go Live" date.

Spending Plan

I. Total cost for full implementation of the comprehensive case management software program, including 7 years of annual maintenance is \$227,700.

a. 50% of the total cost is due at the time the contract is executed, and the remaining payment is due after implementation is completed.

b. Annual maintenance fees are due each year on the anniversary date of the execution of the contract.

Management Capabilities

I. The Office of the State's Attorney for Worcester County, Maryland is responsible for the prosecution of every criminal matter within Worcester County. This responsibility includes a commitment to community-oriented prosecution, the establishment of policies to hold offenders accountable and the ability to create diversionary programs for specific crime-initiatives to root out addiction and help vulnerable victims.

Project Director: Kris Heiser, State's Attorney for Worcester County

After receiving a Bachelor of Arts in Criminology and Criminal Justice from the University of Maryland – College Park, Ms. Heiser obtained her Juris Doctor from the University of Maryland School of Law. She was admitted to practice in December of 2007 and was soon thereafter appointed as an Assistant State's Attorney for Worcester County. She began handling a wide variety of cases and was assigned as liaison between the State's Attorney's Office and law enforcement agencies on policy matters. In 2011, she accepted a position as an ASA in Wicomico County, to gain a wider breadth of experience handling more difficult cases and managing the District Court Division. She was responsible for the hiring, training and supervision of all new prosecutors in Wicomico County until 2018, when she was successful in her bid to become the State's Attorney for Worcester County, Maryland. Ms. Heiser was sworn in as the first female State's Attorney for Worcester County on January 7, 2019 and is now responsible for performing such duties as defined by the Maryland Constitution. These duties include overseeing all divisions of the Office of The State's Attorney and ensuring that each case is handled with the attention and care that justice demands. State's Attorney Heiser serves on several committees (both community and law enforcement) including the Drug and Alcohol Council and the Opioid Awareness Task Force. Ms. Heiser is a key member of the steering committee for the Worcester County LEAD program, and recently accepted a Safe Stations initiative award on behalf of the State's Attorney's Office. The Safe Station program allows for individuals with addiction issues to immediately seek help 24 hours a day, seven days a week at an Ocean City, MD Fire Station.

Key Consultant (LEAD Program): Jennifer LaMade, Worcester County Health Department

Jennifer LaMade, MSW, LMSW is the Director of Planning, Quality, and Core Service at the Worcester County Health Department. She has been with the Health Department since 2000 serving in various capacities over the years, such as the Director of the Core Service Agency, Executive Director of the Local Management Board, and the Assistant Director of Case Management Services. Ms. LaMade has direct service expertise in serving children and adults with mental illness and co-occurring diagnoses, and she has strong skills in program development and planning. She is a licensed Social Worker and a graduate of Salisbury University with a Bachelor of Arts degree in Psychology, and a Masters Degree in Social Work. Jennifer has over 35 years' experience in behavioral health services in both residential and community settings. Jennifer is a Certified Mental Health First Aid (MHFA), Youth MHFA Instructor, Conflict Resolution Trainer, and is a Master Level Trainer for Crisis Intervention. Ms. LaMade has a passion for advocacy, and works diligently to assure that the citizens of Maryland and her jurisdiction have the services they need to achieve recovery from behavioral health disorders. A native of Baltimore City, Jennifer now lives in Ocean Pines, MD with her husband and two black labs.

Fiscal Officer: Kimberly Reynolds, Senior Budget Accountant, Worcester County

Received a Bachelor of Science in Business Administration with concentration in Accounting in 2000. Ms. Reynolds has worked in the accounting field since 2000 in the investment industry, home building industry and public accountancy before joining Worcester County Government in 2007. She is responsible for assisting with the administration of grants for all departments within Worcester County, ensures grant compliance by applying accounting methods in tracking, maintenance of fiscal records and submitting required follow up and final reports. Works with external auditors to ensure compliance and proper documentation flow for audit purposes. Assists the Budget Officer in all phases of grant administration and budget preparation.

Sustainability

I. The initial purchase of the comprehensive case management software program is a one-time cost. The only associated costs for sustainability of the program after grant funds are terminated is the annual maintenance fee of approximately \$16,000. The Office of the State's Attorney has identified a funding source and established additional funding sources for the payment of these ongoing yearly maintenance fees after the first 7 years of implementation and anticipates these fees to be fully funded at that point in time.

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$227,700.00	\$0.00	\$0.00	\$227,700.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$227,700.00	\$0.00	\$0.00	\$227,700.00

Category E - Equipment

Control Number:

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Case Management Software-23 licenses/installation/training	1	Grant Funds	23	\$9,900.00	\$227,700.00
						\$227,700.00

- Updated case management software is crucial as current software incompatible with the MDEC system now used by Maryland Courts. To help implement the LEAD program, new software is critical -it will also enhance overall collaboration with partnering agencies, allow for better data collection and increased productivity within the State's Attorney's Office.

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
2. Organization: Worcester County Board of County Commissioners
3. Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
4. Telephone Number: (410) 632-0090
5. Number of persons employed by the organization unit responsible for implementation of this grant: 13

Project Service Sites

Site 1

Service Site	Worcester County State's Attorney's Office
Apt. Suite, No. Street	The William G. Kerbin, Jr. Building 106 Franklin Street
City	Snow Hill
State & Zip	MD 21863-1076

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Purnell, Diana - President

Name and Title

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

Project Title: Data Driven Approaches to Enhance LEAD (Law Enforcement Assisted Diversion) Program
Federal ID Number: 52-6001064

Authorized Representative: Purnell, Diana - President

Signature: _____
Signature of Authorized Official Date

KATHRYN GORDON
Director
kgordon@co.worcester.md.us

100 Pearl Street Suite B
Snow Hill, Maryland 21863
Phone: 410-632-3112
Fax: 410-632-5631

LACHELLE SCARLATO
Deputy Director
lscarlato@co.worcester.md.us




11



DEPARTMENT OF
ECONOMIC DEVELOPMENT

Worcester County

**TO: Worcester County Commissioners
Harold Higgins, Chief Administrative Officer**

FROM: Kathryn Gordon, Director 

DATE: November 5, 2019

RE: Worcester County Economic Development 2020 STEM Program

.....

My office is preparing for the 2020 Worcester County Economic Development STEM Program. Attached is an updated copy of this year's budget as well as the Independent Contractor's Agreement for Fawn Mete of Sinepuxent Group LLC, Administrator of the program.

Since 2013, your investment into this program has provided 363 Worcester County students with opportunities for classroom studies to be applied to real life tasks and connected the local business community with the future workforce. Each year between 50 and 80 students are selected to participate in the program. With the approved FY20 budget and the additional funding from Tri County Council/Rural Maryland Council of \$10,000, we plan to continue to strengthen our NASA Wallops Flight Facility partnership, increase the number of students served, and recruitment of college interns approaching graduation.

I respectfully request Commissioner approval of the 2020 Independent Contractor's Agreement and the associated budget.

County Commissioners of Worcester County, Maryland
INDEPENDENT CONTRACTORS AGREEMENT
(For Contracts Under \$250,000.00)

THIS AGREEMENT, is made this ____ day of ____, 2019, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, hereinafter called "County" and Fawn Mete of Sinepuxent Group LLC, of 515 Dueling Way, Berlin MD 21811, hereinafter "Contractor."

1. **Services.** The County hereby contracts with Contractor to perform the following services as an Independent Contractor for the County:
 - Provide a Science, Technology, Engineering and Mathematics (STEM) oriented day camps for up to 40 students on the campus of University of Maryland Eastern Shore.
 - Provide up to 40 high school and university students that are residents in Worcester County the opportunity to explore a STEM related career via a part time eight week paid summer internship, full time ten week NASA WFF internship, or a paid leadership development program, co-sponsored by Worcester County and local business partners. The internship program runs from June 1 to July 31, 2020, the NASA WFF internship runs from mid-May to mid-August with flexible start and end dates, and the leadership development program runs from July 1 to July 31, 2020.
 - Provide a valuable economic investment in Worcester County by engaging student interns in a series of professional development activities and mentoring services to pique interest in local STEM career opportunities while fostering the personal, professional and social skills essential to their success in the 21st century workforce.

- Support local business initiatives in the science, technology, engineering and mathematics sectors of Worcester County's economy by sponsoring motivated students for subsidized employment positions.

- Contractor will subcontract to individuals to work as camp staff on an independent contractor basis. Interns are not employees or subcontractors of the County or the Contractor, they are employees of the business at which they are interning.

2. **Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be completed no later than August 30, 2020.
3. **Payment.** Contractor shall be paid periodically upon written invoices for completed work submitted and approved by the County. Total amount of the contract will not exceed \$100,000 (one hundred thousand and 00/100 dollars). Contractor shall be paid \$85/hour and work on the project for a total of 500 hours. County shall not be required to pay for incomplete work. At the time of any payment or upon request, Contractor shall provide complete and proper lien releases, in such form as County may require, from all entities or persons having any right to claim a lien on account of the work.
4. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services hereunder and shall devote such time as may be necessary to complete them within the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.
5. **County will Provide:** County will provide the following services, materials, space or support as follows:

- linkage to employers willing to undertake internships.
- linkages to transportation options for the program.

6. **Termination for Cause.** County may terminate this Agreement for any cause upon notice to Contractor. For the purposes hereof, "Cause" shall include, but not be limited to:

- A. Material breach of Contract
- B. Dishonesty, Fraud or Criminal Activity
- C. Incapability to perform
- D. Nonperformance
- E. Substandard performance
- F. Termination of any grant to the County which provides funding for this Contract.

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

7. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Kathryn Gordon, Director of Economic Development, who shall be the County Contract Official. Final decisions with respect to the Contract on behalf of the County will be made by the Worcester County Commissioners.
8. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Contract may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the County and may not be released to any other person or entity without the express written permission of the County.
9. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. County may,

from time to time, provide other employees to assist Contractor with performance of Contractor services or to perform related services required of Contractor hereunder. This Contract is not assignable and will be performed personally by Contractor as set forth in Contractor's proposal.

10. **Inducement.** Contractor has represented to County that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Contract and specifically that the services required of Contractor hereunder may be accomplished under this Contract for the compensation stated herein. Nothing herein shall require County to pay any overage or additional payment; the Contract price herein stated being firm. Any limitation on County's liability hereunder, shall not be a limitation on services required of the Contractor.
11. **Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims. If this contract is for professional services, contractor shall provide a minimum of \$1,000,000.00 (one million and 00/100 dollars) Errors and Omissions Insurance. At the option of the County, the Contractor may be required to add the County as an additional

insured to any insurance that is required hereunder.

12. **Illegality of Performance.** If for any reason this Agreement or its execution by County Commissioners is determined to be illegal, ultra-vires or not in accordance with the law by County Commissioners, then County Commissioners may in their sole discretion and in good faith, declare it null and void.
13. **Immunity/limitation on Actions Against County Commissioners.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any action relating hereto. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. County Commissioners' liability under or arising out of this agreement shall be subject to annual budget appropriation and strictly conditioned thereon. The non-waiver and the limitation of liability to County Commissioners hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.
14. **Hold Harmless - Indemnification.** The Contractor shall defend, indemnify and

hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney=s fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contact. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

15. **Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to County. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
16. **Bonds.** Contractor shall provide such bonds as required by the bid specifications. Contractor hereby binds Contractor to pay and satisfy to the extent legally required all suppliers, subcontractors or others having any right to a claim or action under the Maryland Little Miller Act and hereby pledges any amounts paid or due hereunder as payment security to provide for such payments or satisfactions. Contractor shall provide all lien releases required by County. Where lien releases satisfactory to County are not provided, County may withhold payment to Contractor to the extent determined by County to be reasonably necessary to adequately provide for such claim or action.
17. **Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by the County.

18. **Equal Opportunity Employer.** The Contractor represents to County that Contractor is an Equal Opportunity Employer.
19. **Notice of Political Contributions.** The Contractor shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article, Maryland Annotated Code, to which the contractor may be subject.
20. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for the County Commissioners, shall be addressed to it, to the attention of its President, at Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, or at such other address of which the County provided, and if intended for the Contractor, shall be addressed to its attention at The Red Doors Community Center at St. Paul's By The Sea, 302 North Baltimore Avenue, Ocean City, MD, 21842, or at such other address of which the Contractor shall have given notice to the County in the manner herein provided.

ATTEST:

**COUNTY COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND**

Harold L. Higgins
Chief Administrative Officer

By: _____ (SEAL)
Diana Purnell, President

ATTEST:

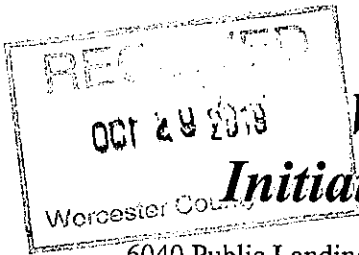
Sinepuxent Group LLC

By: _____ (SEAL)
Fawn Mete

**2020 Proposed STEP UP and Reach for the Stars STEM Program Budget- \$100K Worcester County
+\$10K from Tri County Council/Rural Maryland Development Fund**

	Quantity	Rate	Time	Unit	Proposed Total
NASA-WFF Internships					
Undergraduate Internship Full Stipends	3	\$7,300	1 stipend		\$21,900.00
High School Internship Full Stipend	1	\$2,600	1 stipend		\$2,600.00
Total NASA-WFF Internships					\$24,500.00
Student Stipends: Worcester STEM Internship Program and Worcester STEM Leadership Cohort					
High School and College STEM Intern Stipends	12	\$16.00	60 hours		\$11,520.00
Worcester STEM Leadership Cohort	20	\$200	1 stipend		\$4,000.00
Supplemental Stipends to Northrop Grumman/NASA-WFF/MARS STEP UP Interns funded through outside sources	4	\$250	1 stipend		\$1,000.00
Total WSIP and WSLC Program					\$16,520.00
Human Resources					
Curriculum and Instruction Specialists for Engineering Camps Levels I and II and High School Leadership Cohort	6	\$2,500.00	1 week		\$15,000.00
Program Management	1	\$85.00	500 hours		\$42,500.00
Total Human Resources					\$57,500.00
Materials/Equipment					
Hardware Upgrades/ Technology					\$750.00
Software and Licensing					\$250.00
Design & Print (Color Brochures, Flyers, Copies)					\$600.00
Marketing/Advertising					\$1,500.00
Intern Professional Development Materials					\$100.00
Recognition Ceremony Materials					\$100.00
Office Supplies					\$330.00
First Aid Supplies					\$50.00
Camp Water/Snacks					\$100.00
Engineering camp supplies					\$100.00
Total Materials/Equipment					\$3,880.00
Facilities and Transportation					
Transportation - WCPS contractors	3		school buses	1 week	\$5,600.00
Guest Speaker Mileage	1	\$100.00	1 person	1 week	\$100.00
Gas reimbursements					\$300.00
Facility Fees	1	\$200.00	5 days		\$1,000.00
Insurance	1	\$600.00	1 annual		\$600.00
Total Facilities and Transportation					\$7,600.00
Total Estimated Cost					\$110,000.00
Total Proposed Budget					\$110,000.00
Total Requested County Funding					\$100,000.00
Tri-County Council Funding					\$10,000.00
Over / (Under)					\$0.00

8




Worcester County's Initiative to Preserve Families

6040 Public Landing Rd.
Post Office Box 129
Snow Hill, MD 21863

Telephone: 410-632-3648



TO: Harold Higgins, Chief Administrative Officer
FROM:  Jessica Sexauer, Director of the Local Management Board
DATE: October 29, 2019
SUBJECT: FY 2020 Request for Proposals

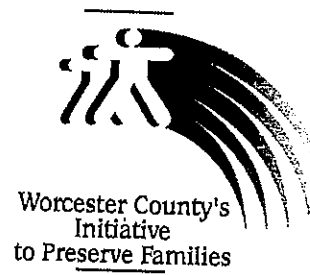
The Worcester County Local Management Board is requesting proposals for a family home visiting program to be developed and to begin implementation FY 2020. There is a possibility of an extension into FY 2021. During FY 2019, the Local Management Board staff worked collaboratively with a local consultant to identify needs and gaps in the community. Through the information and data collected during this process, the Board of Directors identified four (4) programs that would address concerns in the community. Proposals were submitted for three (3) of the programs. The Local Management Board is requesting proposals for the following program:

- Growing a Healthy Community- a home visiting program for pregnant mothers and mothers and children ages 0-6. The program will provide linkage to supportive services, including medical and mental health resources and age appropriate resources for the child

Enclosed is a copy of the Request for Proposals, including the evaluation criteria for the proposal, and a Vendor List. Thank you for your time and support in this matter. Should you have any questions, please feel free to contact me at 410-632-3648.

cc: Kelly Shannahan, Assistant Chief Administrative Officer

Enclosures (2)



Worcester County's Initiative to Preserve Families

The Local Management Board

FY 2020 Request for Proposals for
Growing a Healthy Community - Home Visiting Program

Release Date: November 5, 2019

Deadline for Submission: December 9, 2019

For questions contact the Worcester County Local Management Board: 410-632-3648

Table of Content

Introduction	2
Executive Summary	2
Priority Population	3
Proposal Specifics	3
Selection Schedule	5
Evaluation	5
Submission Details	6
Evaluation Criteria	8
Budget	9

Introduction

The Local Management Boards (LMBs) were established during the mid-1990s in an effort to change the way services were provided to children, youth and families in their communities. The LMBs were created by the Maryland Legislature to ensure that quality services were being provided in Maryland's 24 counties and jurisdictions. The LMBs function as a local authority, to plan, implement and monitor services for children, youth and families and bring together resources to be utilized to improve the overall wellbeing and outcomes of their communities.

In 2015, the Governor's Office for Children (GOC) and the Local Management Boards, adopted four strategic goals to improve child well-being in Maryland, aligning with Governor Hogan's goal of an economically secure Maryland. Additionally, in 2019, the GOC introduced three priorities in which local programs funded through the Local Management Boards were encouraged to address. These goals and priorities include:

1. Reducing the impact of parental incarceration
2. Improve outcomes for disconnected youth
3. Reducing childhood hunger
4. Reducing youth homelessness
5. Juvenile justice diversion
6. Trauma-informed care and reducing Adverse Childhood Experiences
7. Preventing out-of-State placements

For purposes of this Request for Proposal, Worcester County's Initiative to Preserve Families (Worcester County Local Management Board) and the Board of Directors are seeking proposals for Fiscal Year 2020 from providers able to develop and implement community-based **home-visiting program which will improve outcomes for children, youth, and families** in Worcester County. Funding is available to local 501-(c) not-for-profit organizations, faith based organizations, and government agencies who are in good standing.

Executive Summary

Worcester County's Initiative to Preserve Families' office is located in the central part of Worcester County in Snow Hill, Maryland. The Worcester County Local Management Board (LMB), Board of Directors is composed of five (5) ex officio members and four (4) at-large members; all of who are committed to improving the well-being and outcomes for children, youth and families in Worcester County.

Mission Statement: The mission of the Worcester County Local Management Board is to achieve a comprehensive system of education, health and human services that effectively and responsibly address the needs of Worcester County children and families through public and private interagency collaboration.

Vision Statement: The Worcester County Local Management Board envisions a caring, compassionate, inclusive community with leadership and government that fosters an environment which empowers all children, youth and families to thrive.

The LMB Board of Directors reviewed data available for **poverty, childhood hunger, infant mortality, as well as mental and substance abuse** in Worcester County. This led to the decision to fund a home-visiting program, impacting pregnant women and families with children from birth up to age six (6) in which children have emotional behavioral, or developmental challenges; or the family faces multiple environmental and psychosocial challenges that may lead to negative child outcomes (maternal depression, domestic violence, substance abuse, homelessness, or abuse and neglect).

Priority Population

Worcester County continues to have higher rates of child maltreatment, children living in poverty, and children experiencing food insecurity than the state of Maryland average. More than 40% of students enrolled in the public school system are eligible to receive Free and Reduced Meal Services (FARMS). Data collected in the 2019 Community Needs survey, focus groups, and key informant interviews shows there is a high area of concern regarding health related issues in the county including mental health and substance use/abuse. Data available from Maryland's Public Behavioral Health System shows the number of individuals accessing behavioral health services in Worcester County continues to increase over a three-year period. In 2016 the number of individuals, ages 13-65 and over, that accessed mental health services in Worcester County was 1,879, in 2018 it was 2,159. For substance use/abuse services, there was a reported 1,091 individuals in 2016 between the ages 13-65 and over, and 1,384 individuals in 2018. In addition, Worcester County faces a growing rate of infant mortality. Between 2013 and 2017 there were 24 reported deaths in the county. The trend is on an upward climb, thus presenting a growing concern.

Although the services offered in the public behavioral health system has grown over the past three years, there continues to be barriers with access to appropriate care. One of the barriers to accessing treatment is the limited number of providers available to serve individuals in need. Worcester County has been designated a health professional shortage area, which includes psychiatry, nursing, and social work/counseling services and professionals. Another barrier is limited and expensive transportation options available in the area. Worcester County residents without their own transportation rely heavily on the local bus services, taxi services and ride sharing apps (i.e. Uber). These services are often unaffordable to families living in or near poverty.

The consistent themes of mental health and substance use/abuse concerns reported through the planning process, challenges with access to care for services, workforce shortages, and transportation barriers have led to the Board's decision to implement a home visiting program in Worcester County.

Proposal Specifics

The Worcester County Local Management Board is asking that interested parties develop a robust, succinct and concise proposal for a **home-visiting program** that provides positive outcomes for children, youth and families in Worcester County through the program entitled Growing a Health Community. Areas that will be impacted by this program will be child maltreatment, poverty, childhood hunger, infant mortality and behavioral health in Worcester County. Interested parties are encouraged to utilize the nationally recognized, evidence based model, Child First as a reference for proposal development. (<https://www.childfirst.org/>)

Program implementation will be expected to begin January 21, 2020 and run through June 30, 2020 with \$65,559.00 available funding during this timeframe. The grant period for this funding is from the awarding of this grant through June 30, 2020, with the possibility of an additional year of funding

The LMB reserves the right to negotiate the proposed budget with the chosen vendor. Additionally, the LMB reserves the right to award a lesser amount than requested. If a lesser amount is awarded, the applicant will have the opportunity to adjust the scope of the proposal and/or decline funding.

ALL FUNDING IS CONTINGENT UPON AVAILABILITY OF FUNDS AND MAY BE AMENDED TO REFLECT CHANGES IN THE FINAL BUDGET APPROPRIATION BY THE GENERAL ASSEMBLY.

Proposals should consider the following:

- The program should be community based, family focused and strength based in philosophy, modality and design.

Growing a Healthy Community

- Proposals that make a commitment to utilizing the Child First, evidence based model, will be given priority.
- The target population should be:
 - Pregnant women
 - Families with children from birth to age six (6) in which:
 - children have emotional, behavioral, and/or developmental challenges;
 - families facing multiple environmental and psychosocial challenges (i.e. maternal depression, domestic violence, substance abuse, homelessness, or abuse and neglect).
- Proposals should incorporate:
 - master's level clinician who will perform onsite behavioral health assessments and implement appropriate strengths based interventions
 - community support worker who will connect families to appropriate resources
- Proposals should include a detailed description and programmatic outline and timeline of how the program will operate. This should include the Implementation Framework located here: <https://www.childfirst.org/our-work/home-based-intervention>
- Proposals must include a detailed and robust outreach and education plan to local partners and agencies, including but not limited to the following in Worcester County:
 - Local Care Team, Local Health Department, Department of Social Services, Infants and Toddlers, Head Start Programs, the Judy Center, elementary schools, early childhood daycare providers, primary care providers, and Obstetrics offices.
- Priority will be given to proposals that have a location within Worcester County; the selected vendor could potentially have a main office within a neighboring jurisdiction
- Proposals for specific individuals or families will not be considered.
- Proposals sent after the due date will not be considered.

The following are the anticipated performance measures developed for Growing a Healthy Community. These performance measures are subject to change.

Performance Measure	For Percentages, Indicate the Numerator and Denominator (NUM/DEM)
What/How Much We Do:	
# of families enrolled in the program	
# of families receiving home visits through the program	
# of outreach activities completed	
How Well We Do It:	
#/% of mothers enrolled in the program who are screened for depression using a validated tool within 3 months of enrollment	NUM: # of mothers enrolled in the program who are screened for depression within the first three months since enrollment
	DEN: # of mothers enrolled in the program for at least three months
#/% of children enrolled in the program that are scanned for behavioral problems within the first 3 visits	NUM: # of children enrolled in the program that are scanned for behavioral problems within the first 3 visits
	DEN: # of children enrolled in the program

Is Anyone Better Off?	
#/% of mothers reporting reduced depression on depression screening tool after six months of program (N/A for FY20)	NUM: # of mothers with reduced depressive symptoms
	DEN: # of mothers screened for depression
#/% of mothers that identified a decrease in child's behavioral problems after being enrolled in the program for 6 months via pre/post test (N/A for FY20)	NUM: # of mothers that identified a decrease in child's behavioral problems after being enrolled in the program for 6 months via pre/post test
	DEN: # mothers enrolled in the program that completed the pre/post test
#/% of mothers improving parent/child relationship after 6 months of program via pre/post test (N/A for FY20)	NUM: # of mothers improving parent/child relationship after 6 months of program via pre/post test
	DEN: # mothers enrolled in the program that completed the pre/post test

The LMB reserves the right to discontinue funding if the program is not meeting deliverables or is funding is withdrawn from the Children's Cabinet.

The LMB does not discriminate on the basis of race, color, sex, age, national origin, religion, disability or sexual orientation in matters affects employment or in providing access to programs.

Selection Schedule

County Commissioners meeting in which the RFP will be released: **November 5, 2019.**
 RFP Question and Answer Session by LMB Staff at the Worcester County Health Department: **November 20, 2019 at 2:30 p.m.**
 RFP due to the Worcester County Administration: **December 9, 2019 by 1:00 pm.**
 Evaluation Meeting: **December 13, 2019.**
 County Commissioners meeting to submit vendor(s) selected: **January 7, 2020.**
 Chosen vendor(s) will be contacted by: **Letter.**
 The vendor(s) chosen will be notified by LMB staff by **January 10, 2020.** A follow up meeting will then be scheduled. Vendors are expected to be ready for implementation by **January 21, 2020.**

Interested parties must submit one (1) original and five (5) copies of their proposal to the Worcester County Government by established deadline of **December 9, 2019 at 1:00 pm.** The Worcester County Government will ensure that all proposals received by the deadline are given to the LMB. Proposals should be addressed and mailed or hand carried to:

Office of the County Commissioners
ATTN: Mr. Kelly Shannahan, Assistant Chief Administrative Officer
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863

Evaluation

The LMB will utilize an Evaluation Committee to review and evaluate each proposal submitted by the guidelines established on the provided evaluation criteria. A total of five members will serve on the RFP panel. The panel will be assigned a facilitator who will assist the group through the process, but will not have a vote. Members of the RFP panel will receive all proposal once they have been received from the County Administrator. Agencies that are submitting a proposal cannot be part of the panel that reviews the proposals. This would prohibit past/present employees of the agency; persons with a current conflict of interest with an applying agency, and present/past board members of an applying agency. This will limit

Growing a Healthy Community

the amount of available volunteers in this small community. *Examples of persons/agencies we may draw from could include:*

- The Worcester Commission on Aging
- LMB Directors from other jurisdictions
- Clergy
- Representatives from civic groups
- Representatives from SU School of Social Work or professor(s) from WorWic and/or UMES
- Pediatricians
- Representatives from the United Way
- Representatives from the Eastern Shore Community Foundation

The top three (3) proposals (those receiving the highest scores) may be invited to be interviewed by a subset of the panel. This interview will be for the purpose of gathering additional information and negotiating terms of a potential agreement.

Following the rating and rankings and/or the interviews, the panel will meet to obtain consensus on the proposals submitted. Scoring details and notes regarding proposals will be forwarded to LMB staff.

The LMB staff will present the proposals to the Board of Directors for final discussion and considerations to move forward with presenting the selected proposal to the Worcester County Commissioners. Board members can call a motion to recommend changes for the program vendor to consider, but any such change would require a unanimous vote of support by the full Board.

After the LMB Board of Directors has voted to support the selected program vendor, the LMB will then move to follow the Worcester County procurement policy where the selected vendor information will be presented to the Commissioners of Worcester County for approval.

Agencies wanting to appeal a decision reached for this RFP may do so in writing to the LMB Executive Committee within one week of the panel priorities being announced. The Executive Committee will either deny the appeal and inform the petitioner, or forward the appeal for consideration by the full Board. To reverse an earlier decision concerning the RFP made by the panel it will require a unanimously vote by the full Board.

Once the Board of Directors and County Commissioners have approved the selected proposal, the LMB staff will notify all vendors of their status with the proposal. The LMB will contact the selected vendor to meet and prepare program plans and implementation strategies.

Submission Details

All proposals are limited to no more than 15 pages, double spaced, not including title page, abstract, budget, and/or appendices. All proposals should contain the following components:

1. Title Page
 - a. The title of the proposal;
 - b. The Strategic Goal Population(s) which will be served
 - c. The name of the organization(s) submitting the proposal
 - d. The name title, and phone number of the contact individual for the proposal
 - e. The name and title of the person overseeing the grant (if different from above)
 - f. The name and title of the person who will manage the fiscal aspects of the grant (if different from above)
2. Abstract
 - a. Will summarize the proposal in one paragraph and should not exceed 500 words. Abstract must clearly identify which Strategic Goal Population(s) that the grantee intends to serve.

3. Organizations Capacity
 - a. History of the applicant's operation (specific to the proposed project), and demonstrated experience in developing and implementing projects of a similar nature.
4. Discussion of Need
 - a. Proposals must clearly identify and define the problem(s). Applications submitted for funding must clearly address the identified Strategic Goal population and explain the need in Worcester County.
 - b. All proposals must clearly indicate that all activities will directly impact Worcester County.
5. Narrative
 - a. Proposals must propose a solution to the problem or need based on an evidence based or best practices model.
 - b. Proposals should indicate how the project aligns with the proposed population
 - c. Timetable for implementation, and set expectations all funds will be exhausted by June 30, 2020.
 - d. Clearly indicate what partners are involved in making this program successful.
 - e. Clearly describe a robust and comprehensive outreach plan.
 - f. Proposals are required to clearly define plans for sustainability. Include how the ongoing project will be funded after the grant expires and include in the proposal documentation of the ongoing financial commitment.
6. Race Equity:
 - a. Include a discussion of how a focus on racial equity will inform the implementation and outcomes of the program/strategy.
 - b. Include a discussion of the local data with citations.
 - c. Include a discussion of how demographic data will be collected, disaggregated, and utilize to inform future programmatic strategies, including outreach and education.
7. Two-Generation:
 - a. The program/strategy should propose a clearly-articulated and well-constructed two-generation approach, with simultaneous interventions directed at both the parent(s) and their child(ren)/youth; demonstrate a clear effort to remove silos and/or create new strategies that involve collaboration and communication between agencies serving different members of the family.
8. Budget
 - a. Proposals must include projected expenses for a program beginning January 21, 2020 running through June 30, 2020. These expenses should include those that are ordinary, necessary and reasonable to the implementation of the award. All other revenue or in-kind support must be explained. Please include budget line items such as personnel costs, operating expenses associated with daily functions, equipment/supplies, staff support and training.
 - b. Complete and accurate budget forms that include a detailed budget narrative for each proposed line item must be included. The budget narrative must include a description of the cost and show the calculation of how the cost was derived.
 - c. Please refer to the Policies and Procedures Manual for Local Management Boards, Section V for unallowable costs:
<https://goc.maryland.gov/wp-content/uploads/sites/8/2018/03/LMB-Manual-01-01-2018.pdf>
 - d. Cost(s) incurred prior to the award of the grant will not be funded.
 - e. Two (2) extra points will be assigned by the evaluation committee if the budget for the program/strategy demonstrates a cash match of 25% or more of the total funding request for the program/strategy. Eligible cash match does not include in-kind support or funds that are paid/awarded to the program vendor or another third party in support of the program/strategy.

<u>Evaluation Criteria Categories</u>	Maximum Score
<p>Organizations Capacity: Has the organization clearly articulated their capacity and history of developing, implementing and operating projects of a similar nature?</p>	2
<p>Discussion of Need: Is the problem clearly defined? Is the need clearly identified? Is the population of addressed? Will this program directly impact the children, youth and families in Worcester County?</p>	8
<p>Narrative: Is there clear discussion on how the program will utilize the Child First, evidence based model? Is there a clear indication of how the program will impact pregnant women and/or children and families with varying levels of need in Worcester County? Is there a detailed and comprehensive programmatic plan, spanning from intake to discharge? Is there a robust and comprehensive outreach plan? Are partners identified? Is there an obtainable timeline for implementation, including usage of funds? Are sustainability plans discussed?</p>	14
<p>Worcester: Is the agency located within Worcester County? Is there clear discussion on how the agency will provide services to all areas of Worcester County?</p>	4
<p>Race Equity: Is there a commitment to providing an equitable program across all races, genders and demographics? Is there a clear discussion of how a focus on racial equity will inform implementation and outcomes based upon local data?</p>	4
<p>Two-Generation: Does the program clearly articulate how the program/strategy will provide an interventions directed at both the parent(s) and their child(ren)/youth? Does the program demonstrate a clear effort to remove silos and/or create new strategies that involve collaboration and communication between agencies serving different members of the family?</p>	4
<p>Budget: Does the budget include projected expenses? Is there a budget narrative that includes a description of the cost and the calculation of how the cost was derived? Cash Match?</p>	6
<p>Total</p>	42

Budget

A maximum award of **\$65,559.00** is available for the Growing a Healthy Community program.

Proposals must include projected expenses for a program beginning January 21, 2020 running through June 30, 2020. The grant period for this funding is from the awarding of this grant through June 30, 2020, with the possibility of an additional year of funding. Monies not expended or committed by the end of the funding period will not be transferable to other line items and will be subject to return to the LMB.

Proposals must include a detailed budget narrative with description of the cost and show the calculation of how the cost was derived. An example of a detailed budget narrative:

- Salaries: \$15,000 (Coordinator 40hrs a week, at \$7.20 an hr. for 52 weeks (40hr x \$7.20 x 52 weeks))
- Utilities: \$6,000 (Telephones \$203 a month (12 x 203) Electricity \$297 a month (12 x 297))

The LMB reserves the right to negotiate the proposed budget with the chosen vendor. Additionally, the LMB reserves the right to award a lesser amount than requested. If a lesser amount is awarded, the applicant will have the opportunity to adjust the scope of the proposal and/or decline funding.

Two (2) extra points will be assigned by the evaluation committee if the budget for the program/strategy demonstrates a cash match of 25% or more of the total funding request for the program/strategy. Eligible cash match does not include in-kind support or funds that are paid/awarded to the program vendor or another third party in support of the program/strategy.

ALL FUNDING IS CONTINGENT UPON AVAILABILITY OF FUNDS AND MAY BE AMENDED TO REFLECT CHANGES IN THE FINAL BUDGET APPROPRIATION BY THE GENERAL ASSEMBLY.

FY20 Proposed Budget

DESCRIPTION	FY20 Project Budget			
	LMB Budget	Non-LMB funds that Directly Support the Project (Cash Only)	Total	Detailed Budget Narrative - Show Calculations that Support How Expenses Were Derived
Budget for FY20 Grant: Growing a Healthy Community				
Salaries				
Fringe Costs			\$0	
Communications			\$0	
Postage			\$0	
Business Travel			\$0	
Training			\$0	
Conferences/Conventions			\$0	
Utilities			\$0	
Advertising			\$0	
Accounting/Auditing			\$0	
Legal			\$0	
Consultant (other than Legal & Accounting/Auditing)			\$0	
Supplies			\$0	
Equipment			\$0	
Insurance			\$0	
Rent/Mortgage			\$0	
Printing/Duplication			\$0	
Professional Dues/Publications/Subscriptions			\$0	
IT Systems/Repairs/Maintenance			\$0	
Vehicle Operating (other than Insurance)			\$0	
TOTAL Budget	\$150,000	\$0	\$0	

LMB Prospective Vendor Directory

Donna Nordstrom
Atlantic General Hospital
9733 Healthway Drive
Berlin, MD 21811

Dimitrios Cavathas
Go-Getters, Inc.
7033 Worcester Highway
Newark, MD 21841

Steve Taylor
Worcester Youth and Family Counseling
Services
124 N. Main Street, Suite C
Berlin, MD 21811

Roberta Baldwin
Department of Social Services
299 Commerce Street
Snow Hill, MD 21863

Spencer Tracy
Department of Juvenile Services
203 River Street
Snow Hill, MD 21863

Diakonia
12747 Old Bridge Rd
Ocean City, MD 21842

Shelly Daniels
Samaritan Shelter
814 Forth Street
Pocomoke, MD 21851

Dr. Duffy
Lighthouse Counseling
1504 Market Street
Pocomoke, MD 21851

Seaside Counseling and Wellness Center
Grays Corner Professional Center
10776 Grays Corner Rd. Unit #2
Berlin, MD 21811

Assateague Island National Seashore
7206 National Seashore Ln.
Berlin, MD 21811

Rebecca Jones
Snow Hill Health Department
6040 Public Landing Rd
Snow Hill, MD 21863

Eric Gray
Worcester County Health Department
6040 Public Landing Rd
Snow Hill MD, 21863

Mimi Dean
Worcester County Health Department
6040 Public Landing Rd
Snow Hill MD, 21863

Louis Taylor
Worcester County Board of Education
Attn: All Schools
6270 Worcester Highway
Newark, MD 21841

Jennifer Rank
Worcester County Libraries
Attn: All Branches
307 North Washington Street
Snow Hill, MD
21841

Anne Turner
Worcester County Courts
Court House, Room 101
One West Market Street
Snow Hill, MD 21863

**Worcester County Parks and Recreation
Center
6030 Public Landing Rd
Snow Hill, MD 21863**

**Shawn Johnson
Youth Care Center
3917 Market St.
Snow Hill, MD 21863**

**Orville Penn
Shore UP! Inc.
520 Snow Hill Rd.
Salisbury, MD 21804**

**Jennifer Shahan
Telemon
31901 Tri County Way, Suite 112
Salisbury, MD 21804**

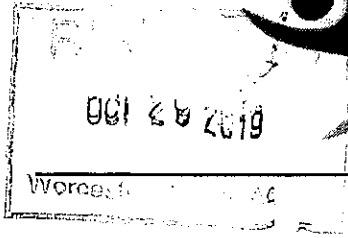
**Robert McClure
Big Brothers Big Sisters of the Eastern
Shore, Inc.
200 W. Main Street, Salisbury, MD 21801**




WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

Working together for healthier communities!

13



TO: Harold Higgins, Chief Administrative Officer
FROM:  Jessica Sexauer, Director of the Local Behavioral Health Authority
DATE: October 29, 2019
SUBJECT: Mental Health Case Management: Care Coordination for Children and Youth Request for Proposals

The Worcester County Local Behavioral Health Authority is requesting proposals from qualified organizations to implement Mental Health Case Management: Care Coordination services for eligible youth, which includes youth under the age of 18, young adults up to age 22, and their families residing in Worcester County.

Please note that no grant funds will be awarded through this procurement. All services will be paid for by accessing reimbursement through Maryland's Public Behavioral Health System's Administrative Services Organization (ASO).

Enclosed is a copy of the Request for Proposal, including the evaluation criteria for the proposal (pg. 22), and a vendor list. Thank you for your time and support in this matter. Should you have any questions, please feel free to contact me at 410-632-3366.

cc: Kelly Shannahan, Assistant Chief Administrative Officer

Enclosures (2)

WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

REQUEST FOR PROPOSALS (RFP):
Mental Health Case Management: Care Coordination for Children and Youth

Release Date: November 5, 2019

Proposal Due Date: December 9, 2019

RFP Overview

A. Proposal Timeline and Specifications

1. TIMELINE:

RFP Release Date	November 5, 2019
Pre-Proposal Conference	November 20, 2019
Proposal Due Date	December 9, 2019
Anticipated Awarded Notification Date	January 10, 2020
Anticipated Contract Signed Start Date	January 21, 2020

2. Response Due Date, Time, and Location: Proposals are due no later than **1:00pm Eastern Standard Time on December 9, 2019**. Late submissions will not be considered. One (1) original, and five (5) hardcopies must be submitted to:

Worcester County Administration
ATTN: **Kelly Shannahan** Assistant Chief Administrative Officer
Room 1103 Government Center
One West Market Street
Snow Hill, MD 21863-1195
410-632-1194

3. Pre-Proposal Conference:

Date: November 20, 2019

Time: 1:00pm

Location: Worcester County Health Department
6040Landing Road Snow Hill, MD 21863

Attendance by interested applicants is highly recommended but not mandatory. Questions received prior to the pre-proposal conference must be received by November 18, 2019 at 1:00pm.

- Providers interested in reviewing this RFP may request an electronic copy from Jessica.Sexuaer@maryland.gov
- **The anticipated contract term has the ability to renew annually for up to five years. After five years the program will go through a Request for Proposal process. Based on this information here is the anticipated contract award timeline:**
Year 1: January 21, 2020 – June 30, 2020

Year 2: July 1, 2020-June 30, 2021
Year 3: July 1, 2021-June 30, 2022
Year 4: July 1, 2022-June 30, 2023
Year 5: July 1, 2023-June 30, 2024

B. Purpose

The Worcester County Local Behavioral Health Authority (WCLBHA) is the Core Service Agency for Worcester County. The role of WCLBHA is to provide oversight, support, resources, and management of behavioral health services funded by the public behavioral health sector pursuant to Title 10- Section 1201-3 of the Annotated Code of Maryland. It is the goal of WCLBHA that the Care Coordination Organization (CCO) of Worcester County provide quality consumer and family driven services for those with substance abuse, mental health, intellectual disabilities, or any combination thereof. Services will be provided in a welcoming and holistic manner based on the unique strengths, needs, abilities and desires of all individuals across the lifespan and in an environment that ensures and respects privacy.

The purpose of this Request for Proposals (RFP) is to select a Mental Health Case Management (MHCM)/Care Coordination Organization (CCO) to assist youth in gaining access to needed medical, mental health, social, educational and other services in accordance with the Code of Maryland Annotated Regulations (COMAR) 10.09.89-90. State regulation requires Core Service Agencies (CSAs) Local Behavioral Health Authorities to procure MHCM services for their respective jurisdictions at least once every five years. In order to comply with this mandate, WCLBHA is moving forward with this RFP that will also incorporate the State's design of MHCM for youth using a multi-level care coordination model. The provider authorized to offer case management/care coordination in Worcester County via this procurement process will be required to serve all levels of care outlined in detail below. Only one provider selected through this RFP process will be authorized to provide case management/care coordination services for Worcester County.

The Maryland Department of Health (MDH) has enacted a 1915(i) State Plan Amendment (SPA) with the Centers for Medicare & Medicaid Services (CMS) to serve youth in the community who meet or are just below the residential treatment center level of care. The 1915(i) SPA will utilize intensive care coordination provided through the service delivery model via a CCO. The 1915(i) SPA for children and youth with serious behavioral health challenges makes available additional home- and community-based services. Care coordination for children and adolescents will be provided through a Care Coordination Organization (CCO) that is also approved under COMAR 10.09.89-90 Mental Health Case Management: Care Coordination for Children and Youth.

MDH has designed three levels of care coordination, including Level 3: Intensive Care Coordination. Level 3 is a benefit available to any Medicaid-enrolled child or youth who meets the medical necessity criteria for the 1915(i) SPA. If the youth is not financially eligible for the 1915(i) SPA, despite being a Medicaid enrollee, he or she still will be able to access the Level 3 Intensive Care Coordination, even though he or she will not be eligible for the other 1915(i) SPA benefits due to federal Medicaid restrictions. Two additional lower levels of intensity are also available within the care coordination array: General and Moderate.

MDH has adopted COMAR 10.09.89-90 Mental Health Case Management: Care Coordination for Children and Youth to address the service model and rate structure for care coordination. This new multi-level continuum of care coordination will provide care coordination to children and youth to support a transition, remain in their home or current living environment, move to a lower intensity of services or restrictiveness of placement, avoid psychiatric hospitalization, or otherwise maintain and improve functioning and well-being.

- Level 1: **General Care Coordination** - eligible children and youth who need a basic level of care coordination and support. This level incorporates values and principles of Systems of Care and includes a strengths-based, individualized, culturally responsive, and comprehensive plan of care. COMAR 10.09.90.05
- Level 2: **Moderate Care Coordination** - eligible children and youth who need a moderate level of care coordination and support. This level further incorporates principles and elements of Systems of Care including developing a collaborative, strength-based, culturally responsive, comprehensive and individualized plan of care utilizing a Child and Family Team (CFT) process. COMAR 10.09.90.06
- Level 3: **Intensive Care Coordination** - eligible children and youth who need an intensive level of care coordination and support. This level also includes youth eligible for the 1915(i) service array. COMAR 10.09.90.07

Providers selected through this procurement will commit to providing MHCM/Care Coordination to eligible participants in Worcester County in accordance with COMAR 10.09.89-90. The selected provider also commits to closely collaborating with LBHA in the ongoing development and implementation of the services.

Throughout this document, COMAR is cited as the primary reference for regulations pertaining to Mental Health Case Management Care Coordination for Children and Youth. The selected applicant via this RFP process will be required to maintain compliance with current and future COMAR regulations, including protocols on accreditation, if applicable.

Preference will be given to applicants who demonstrate history of and ability to effectively serve children and youth up to age 21 years old with serious behavioral health needs and their families, safely and effectively in the community using Systems of Care (SOC) values and principles.

C. Applicant Qualifications

Applicants must meet all of the below-listed criteria to be considered:

1. Be eligible for approval as a Mental Health Case Management: Care Coordination provider pursuant to conditions set forth in COMAR 10.09.36.03 and any additional applicable provisions set forth in COMAR 10.09.45 regarding conditions for provider participation in Mental Health Case Management: Care Coordination.
2. Be licensed and accredited under COMAR 10.63.03.04 (Mobile Treatment Service Program), 10.63.03.05 (Outpatient Mental Health Center), or 10.63.03.10 (Psychiatric Rehabilitation Program for Minors), OR have three years of documented experience as a mental health case management: care coordination provider under COMAR 10.09.89-90 by December 31, 2019.
3. Have a Medicaid provider agreement in effect or have submitted an application for a provider agreement at the time of application.
4. Demonstrate knowledge of content evidence-based practices for children's mental health policy and program development.
5. Demonstrate organizational capacity to participate in the fee-for-service reimbursement system. Demonstrate a commitment to providing high quality services that are responsive to the diverse communities throughout Worcester Counties.
6. Comply with provider qualifications within issued for all care coordination and 1915(i) providers, including, but not limited to, compliance with:
 - Title 5, Subtitle 5, Part VI, of the Family Law Article of COMAR, which requires employees of facilities and other individuals that care for or supervise children to have a national and state criminal history check at a designated law enforcement office in Maryland. Any staff person employed under this project will be required to pass a criminal history check as outlined above, as well as a Child Protective Services clearance;
 - Youth care coordination staff or other equivalent training and certification, as required by MDH;

- Having all plans of care supervised by a licensed mental health professional with a minimum of a master's degree and who is licensed and legally authorized to practice under the Health Occupations Article, Annotated Code of Maryland, and who is licensed under Maryland Practice Boards in the profession of: Social Work, Professional Counseling, Psychology, Nursing, or Medicine.

D. Maryland's Systems of Care (SOC) for Children and Adolescents

Maryland is actively implementing SOC for children and youth with behavioral health needs. SOC has been defined as a spectrum of effective, community-based services and supplies for children and youth with, or at-risk for, behavioral health or other challenges and their families, that is

- organized into a **coordinated network**,
- builds meaningful **partnerships** with families and youth, and
- addresses their **cultural and linguistic needs**,

In order to help them to function better at home, in school, in the community, and throughout life.

SOC embodies the fundamental principle that children and youth have the greatest opportunity for normal, healthy development when ties to the community and family are maintained. Maryland's Children's Cabinet and child and family serving agencies seek to support children and youth with emotional and/or behavioral challenges and needs, and their family/caregivers by providing them with behavioral healthcare services and complementary services and supports appropriate to their needs, at the appropriate level of service and for the appropriate length of time. Children, youth and families should have access to necessary services and supplies in the least restrictive, most appropriate, and most effective environment possible. Therefore, through organized SOC, Maryland is committed to providing services and supports that are:

- Individualized, reflecting a continuum of services and/or supports, both formal and informal, based on the unique strengths of each child or youth and their family/caregivers;
- Provided in the least restrictive, most natural setting appropriate to meet the needs of the child, youth and family;
- Family-driven and youth-guided, with families and youth engaged as active participants at all levels of planning, organization and service delivery;
- Community-based, coordinated and integrated with the focus of services, management and decision-making responsibility resting at the community

level;

- Culturally and linguistically competent, with agencies, programs, services and supports that are responsive to the cultural, racial and ethnic differences of the populations they serve;
- Protective of the rights of children or youth and their family/caregivers; and,
- Collaborative across child- and family-serving systems, involving behavioral health, child welfare, juvenile services, education, substance abuse, developmental disabilities, somatic health and other system partners who are responsible for providing services and supports to the target population.

E. Requirements of Delivery Services

1. Provider selected through this process will be required to align service delivery with SOC values and principles and ensure that care coordination is grounded in a strengths perspective, driven by underlying needs, supported by effective CFT process and determined by families.
2. Provider selected through this process will be required to maintain written documentation in the individual's personnel file that the director and all direct service provider staff including, but not limited to, volunteers, interns, and students, are in compliance with required criminal background checks and check for abuse or neglect as required by Title 5, Subtitle 5, Part V, of the Family Law Article of COMAR and COMAR 14.31.06.05.
3. Care coordinator supervisors and care coordinators will be required to participate in training related to standardized tools, as required by BHA or its designee.
4. Provider selected through this process must have a Medicaid provider agreement in effect, to include adherence to quality assurance, auditing, and monitoring policies and procedures.
5. Provider selected through this process must maintain general liability insurance, and provide proof of this insurance.
6. Provider selected through this process must make available to WCLBHA, BHA, the State Medicaid Authority, and federal funding agents all records, including but not limited to personnel files for each individual employed and financial, treatment, and service records for inspection and copying.
7. Provider selected through this process will be required to provide detail on

behavioral health services provided by their organization as well as any relationship their organization has with any provider/provider entity and the structure/process or firewall they will use to avoid conflicts of interest, self-referrals and the appearance of impropriety. The selected contractor will be subject to a continuing requirement to disclose should any such relationship develop or materially change at any time while serving as a /CCO.

8. Provider selected through this process will be required to be physically located in Somerset, Wicomico, or Worcester Counties.
9. Provider selected through this process will be expected to participate in all quality assurance, monitoring, and evaluation processes implemented by MDH, WCLBHA, or their contracted partners, and will provide data requested in a timely and comprehensive manner for all levels of care coordination.
10. Provider selected through this process will be expected to follow systems required by Medicaid, WCLBHA, or the Administrative Service Organization (ASO) for billing, utilization management, and quality assurance purposes.
11. Develop a network of community based resources to address youth, family and individual needs.
12. Conduct yearly satisfaction surveys with youth, families, individuals, and community miners for continuous quality improvement (CQI) purposes.
13. Develop and implement an outreach plan to emergency departments, other PBHS levels of care and other community partners to ensure that providers can refer for services.
14. Attend trainings as specified by WCLBHA or BHA.
15. Maintain compliance with required staffing per COMAR 10.09.89-90.
16. Attend local meetings as identified by WCLBHA, which could include but is not exclusive to, provider councils, steering committees, etc.

F. Overview of the Project and Deliverables

1. Scope of Service

Target Population: CCO will serve individuals that have the most significant needs. This service is an effective resource to keep children and adolescents in the community in the least restrictive living environmental, or with family, and out of local emergency departments, local detention facilities, and assist with linkages necessary to obtain and maintain school, employment, housing, benefits and entitlements.

2. Proposed Levels of Care Coordination

Children and Adolescents: Care is a foundational element of Maryland's SOC that help youth and their family's connect with much-needed resources within their communities. The selected applicant is expected to adopt the core principles of SOC and apply them to all levels of service.

The selected applicant will implement all levels of care coordination in order to connect youth with serious emotional disorders or co-occurring disorders and their families with behavioral health and somatic care, shelter, food, and income. It is expected that CCOs play an active role in transitioning youth out of higher levels of care, such as RTC and inpatient hospitalizations. Care coordination will also act as a preventative service by helping families to acquire and maintain stability in the community, thus reducing the number of inpatient services utilized.

Prospective applicants should refer to the current COMAR section 10.09.90.16 G for a detailed description of the service provision for the levels of care. Care coordination is based on a 15-minute per unit structure. Billing units and fee-for-service rates are established in COMAR 10.09.90.16 G (1)(2)(3)(4).

3. Care Coordination Organizations in Maryland

A CCO is "an organizational entity that serves as a centralized accountable hub to coordinate all care for youth with complex behavioral health challenges who are involved in multiple systems, and their families." In Maryland, a CCO provides:

1. A youth-guided and family-driven, strengths-based approach that is coordinated across agencies and providers;
2. Three levels of care coordination; and, home- and community-based services and peer supports as alternatives to costly residential and hospital care for children and adolescents with severe behavioral health challenges.

Level 3 Intensive Care Coordination for 1915(i) and non-1915(i) participants will be implemented by CCOs according to standards set forth in the CMS approved State Plan Amendments for this program. Maryland utilizes CCOs to advance its SOC and, as such, there are additional principles, values, and guidelines that must be reflected in the work of the CCO:

- a. The delivered services must be coordinated with physical health care, substance abuse treatment and developmental disability treatment needs;
- b. The delivered services must be collaborative across the child- and

family-serving systems, involving mental health, child welfare, juvenile justice, education, substance abuse, developmental disabilities, somatic health, and other system partners who are responsible for providing services and supports to the target population;

- c. Resources should be maximized to the greatest possible extent, including using services that are available without charge, covered by applicable insurance (private or public) and leveraging federal funds;
- d. Evidence-Based Practices should be incorporated and supported to the extent that they are appropriate to meet the child's and family individualized plan of care;
- e. Both the quality and the cost of care must be recognized as important and inter-related.

The Table below lists common CCO functions along with structure and responsibility for each function during 1915(i) implementation.

CCO Functions	Structure/Responsibility
Care Coordination	<ul style="list-style-type: none"> • CCO/MHCM Provider performs.
Access to Family and Youth Peer Supports and	<ul style="list-style-type: none"> • CCO/MHCM Provider assists participant and family in accessing family and youth support
Advocacy	<p>to include:</p> <ul style="list-style-type: none"> o Use of peer support available through State and local contracts; and , o Use of peer supports as a billable service under the 1915(i) implementation; o Use of natural supports as identified by the Child and Family Team.
Access to Crisis Supports	<ul style="list-style-type: none"> • Use crisis supports contracted by the State and/or BHA. • Use the crisis response and stabilization as a billable service under the 1915(i) implementation.

Utilization Management	<ul style="list-style-type: none"> • Formal responsibility lies with statewide ASO and the State Medicaid Authority. • CCO Provider assists BHA, ASO and Medicaid Authority in monitoring utilization at the child/family level and ensures care plans meet quality and cost goals.
Quality Improvement and Outcomes Management	<ul style="list-style-type: none"> • Responsibility is shared by the CCO Providers, BHA, the CSA and the ASO, with the CCO playing a critical role at the child/family level.

4. Quality Assurance

The MHCM/CCO shall have a written quality assurance (QA) plan. The QA plan shall address, at minimum, the following:

1. Health, safety and welfare protocols, including critical incident and crisis service management protocols;
2. Child/youth, family and individual satisfaction;
3. Complaints and grievances processes; and
4. Utilization and outcomes management.

The QA plan must describe how key stakeholders (*e.g.*, families and children/youth, providers, State purchasers) will be engaged in QA processes. At the direction of WCLBHA and BHA, the CCO may be required to amend and/or adjust the QA plan as the care coordination model evolves.

Deliverables

Program-wide Deliverables

- a. Submit required data and reports to WCLBHA
- b. Submit quarterly programmatic reports to WCLBHA
- c. Submit reportable events to WCLBHA and BHA according to policy.
- d. Develop a network of community-based resources to address youth/family
- e. Track linkages to community-based resources by resource type (*e.g.* housing,

- food, recreation, mental health, substance abuse, somatic)
- f. Track number of youth stepped up from a lower level of MHCM
- g. Track number of youth stepped down from a higher level of MHCM
- h. Track number of youth stepped up to higher level of care through inpatient hospitalization and/or Residential Treatment Center (RTC) placement
- i. Communicate eligibility determinations with family and individuals as per regulation
- j. Conduct consumer satisfaction surveys with youth/families and individuals for continuous quality improvement (CQI) purposes
- k. Develop and implement an outreach plan to RTC's, ER's and other PBHS levels of care to ensure that providers can refer participants and participants have access to additional treatment options
- l. Attend trainings specified by WCLBHA and BHA and other trainings as appropriate
- m. Report on compliance with required staffing pattern and training

Levels 1 and 2

- a. Submit client-level demographics, clinical information and encounter information into the ASO consumer registration and authorization system; as determined by BHA.
- b. Track number of unduplicated youth enrolled
- c. Track number of youth with developed Plan of Care
- d. Track youth/families connected with care during service period (e.g. entitlements, housing, health, behavioral health, somatic, insurance, employment)
- e. Report service area needs identified at enrollment, including, mental health, housing, employment, insurance, entitlements
- f. Report services/benefits attained by clients in the aforementioned categories
- g. Report number of discharges
- h. Report all outcomes on a quarterly basis as required
- i. Add or modify data points for collection and reporting as required

Level 3 and 1915(i)

- a. Screen youth for eligibility based on criteria for Level 3 and 1915 (i) and notify family of eligibility status within 72 hours of determination
- b. Contact caregiver of eligible youth within 72 hours of determination to schedule first face-to-face meeting
- c. Provide individualized CANS scores for each youth enrolled every 90 days and conduct other assessments as prescribed by WCLBHA
- d. Submit required documentation to WCLBHA for authorization for Level 3/1915(i)

- e. Create Plan of Care along with crisis plan for each youth within specified timeframes
- f. Conduct CFT meetings as needed and at a minimum of every 45 days
- g. Track number of unduplicated youth referred for Level 3 or 1915(i)
- h. Track number of unduplicated youth who were referred that are eligible for Level 3 or 1915(i)
- i. Track number of unduplicated youth who enrolled after being deemed eligible for Level 3 or 1915(i)
- j. Track number of unduplicated youth deemed ineligible for Level 3 or 1915(i)
- k. Refer those deemed ineligible to appropriate resources (track those resources)
- l. Track number of youth stepped down from RTC or other Inpatient level of care who were referred for Level 3/1915(i) (by agency)
- m. Track number of youth that go into inpatient hospitalization or RTC placement while enrolled in Level 3/1915(i)
- n. Track the number of discharges
- o. Track reasons for discharge
- p. For youth who turn age 22, track what services they are linked to as they transition to the adult service system
- q. Report client and program outcomes quarterly as negotiated with WCLBHA

Staffing Requirements

The applicants should refer to COMAR 10.09.89-90 for the staffing requirements for Mental Health Case Management: Care Coordination, including Care Coordinators and Care Coordinator Supervisors. It is important to highlight the one (1) to eight (8) staffing ratio for Independently Licensed Mental Health Clinicians (typically in the role of Care Coordinator Supervisors) to Care Coordinators per COMAR. If the Care Coordinator Supervisor is not an Independently Licensed Mental Health Clinician, they must be supervised by an Independently Licensed Mental Health Clinician who will maintain the 1 Full Time Equivalent (FTE) to 8 FTE ratio.

Employing qualified, highly trained, and experienced staff is a critical component of Care Coordination due to the diverse needs of individuals served. In addition to the requirements set forth in COMAR, programs selected through this procurement will be expected to have robust staff training plans that include at least the following: obtaining and maintaining entitlements, cultural and linguistic competence, person centered planning, strengths-based case management, and motivational interviewing. Training for the Care Coordination model is available through the University of Maryland, School of Medicine.⁴ All Care Coordinators and Care Coordinator Supervisors are required to complete this training series per the Behavioral Health Administration's prescribed

timelines. Annual certification related to the CANS assessment tool is also required for all Care Coordinators and their Supervisors and is available at no cost through Northwestern University.

Staff should be provided with suitable supervision using methods of support and accountability that are tailored for staff who spend most of their time in the field.

Reporting

The selected applicant will be expected to report client-level data to WCLBHA and its partners. Quarterly program reporting may be required on key indicators that are assessed throughout the clients' tenure with the program. WCLBHA will collaborate with the selected provider on the data points and method of data submission. The selected contractor will use their organizational electronic health record to record the relevant information for reporting activities.

The CCO will also be required to follow the Reportable Events policy and procedure to be defined under the 1915(i). For definitions of Reportable Events and a sample policy used for the 1915(i).

Outcomes

Children and Families

WCLBHA in conjunction with BHA and Children's Cabinet systems partners, manages a SOC that is responsible for concrete outcomes that reflect the State's commitment to maintaining ties among youth, their families, and communities while delivering effective clinical care and social support services to youth with emotional and behavioral challenges.

For 1915(i) youth, there are specific data points that are mandated by State Medicaid and BHA based on the approved State Plan Amendment (SPA). The SPA indicates that the following data is to be collected by CCOs and report to local and state authorities:

- % of youth with a CFT meeting within the last 45 days;
- % of participants whose plan of care (POC) was updated to include change in progress, services or other areas within five (10) days of the team meeting;
- % of participants whose POC indicates they were afforded choice in the selection of services and providers;

- % of youth who are dis-enrolled as a result of moving to a setting that is not authorized in this SPA.
- % of youth who reside within approved living situations or who is in a result of moving to a setting that is not authorized in this SPA; and
- % of replicable events involving abuse, neglect, and/or unexplained deaths reported according to policy.

Additions or changes to the 1915(i) data requirements may be modified at the discretion of State Medicaid or BHA.

G. Format and Content of Proposal

Instructions: Applicants should provide all required information in the format below.

The proposal should be submitted in Times New Roman 12-point font, single-spaced with page numbers, and printed single-sided on 8 ½" x 11" papers.

One original and **five duplicates** of the full proposal along with a Cover Letter must be placed into an envelope labeled with the following information:

- Applicant organizational name(s) and address(es)
- Title of this RFP
- Applicant's contact person's name, email address and telephone number
- Electronic submission will be requested after the deadline date.

Cover Letter

The cover letter should be completed, signed and dated by an authorized representative of each applicant organization. The cover letter must include the full legal name of the applicant organization.

Program Proposal

The proposal should be a clear, concise narrative that is organized by and responsive to each of the below sections and criteria.

A. Table of Contents

B. Understanding of and Commitment to System of Care and Person-Centered Care Practice (15 Points)

1. Demonstrate understanding of System of Care practice and principles delivery model.

2. Demonstrate understanding of Person-Centered Care.
3. Describe efforts your organization has and/or intends to make to reflect System of Care principles, Service delivery model, and Person-Centered Care within administration, operations and practice to include, as applicable, Board of Directors membership, organization culture, service delivery, and partnerships.

C. Organizational Capacity & Expertise (25 Points)

1. Provide documentation of your organization's capacity to be approved as a Mental Health Case Management provider under COMAR 10.09.89-90 and meet the criteria to be considered for funding as detailed in the Applicant Qualifications Section of this RFP.
2. Provide a brief statement of your organization's history and experience in delivering mental health services to children and youth with serious behavioral health challenges makes available additional home- and community-based services.
3. Describe your agency's vision and philosophy for strengthening and supporting families who have children with intensive needs that require cross-agency and cross-discipline interventions to keep them in their homes/communities.
4. Provide a brief statement describing your organization's three strongest assets in the provision of behavioral health services.
5. Provide a brief description of your organization's history of forming partnerships with other community based organizations. Include description of any partnerships or collaborations with public agencies, private service providers, businesses, religious organizations, law enforcement agencies, or other community-based organizations that have helped you to deliver your services to families and individuals.
6. Describe your experience operating similar services to those in this RFP's Scope of Work and Deliverables within the past four years, including the ability to function as a provider and CCO, provide service delivery, and adhere to SOC practice and principles. Include numbers of families served, race/ethnicity and languages spoken, strengths and needs of families, specific program services, and any data collected to measure the results of the program and what that data show regarding your effectiveness.
7. Provide a brief statement of how your organization's current practices ensure

that services are delivered in a culturally competent manner, responsive to the diverse communities served, including languages, histories, traditions, beliefs and values.

8. Describe how your organization will assess and work with individuals who have limited English proficiency, including the procedures in place to address service access for these individuals along with your agency's process for addressing cultural competency, in general. More specifically, describe your agency's process for addressing cultural competency in the context of developing plans of care and conducting Child and Family team meetings for individuals/families with limited English proficiency.
9. Provide information demonstrating your organization's capacity to be successful in implementing assessment instruments and data management systems.
10. Describe your organization's history for meeting program goals, achieving positive outcomes for children, families, and meeting targets for the submission of required data on service delivery and activities.
11. Describe your organization's capacity to access reimbursement through the Public Behavioral Health System for mental health treatment services.
12. Describe the location of the office where the care coordinator staff and case files will be housed and how it promotes access to families.
13. Include *two* letters of support as attachments that demonstrate strong collaboration efforts of your work within a multi-systemic framework.
14. Provide a timeline for hiring, recruiting and training of all staff responsible for the services in this RFP.

D. Approach (35Points)

Program Plan

1. Describe how the applicant would implement the Scope of Service and demonstrate how the approach would fulfill the values of WCLBHA. This section should be as detailed as possible and *must* include an Implementation *timeline*.
2. Describe how many total unduplicated youth applicant plans to serve program-wide through care coordination (including a breakout by level of care);
3. Proposed caseload ratios for each level;

4. Plan for meeting the needs of transitional aged youth;
5. Plan to handle future increases in demand for services and capacity;
6. A work plan should accompany the timeline to outlines roles and key milestones in the core implementation areas, to include:
 - i. Policies and procedures to address the program model, crisis response, reportable events, and consumer complaints
 - ii. Human resources development - recruitment/hiring, staff performance review and feedback, training and professional development, and supervision
 - iii. Continuous quality control improvement for internal organization processes and client-driven outcomes. Describe how you will reach out to engage families and individuals upon referral, ensure that the Plans of Care are family- youth or adult-driven, and retain active family, youth or adult participation thought out the service time frame.
7. Describe how you will keep track of the required timeframes for assignment of Care Coordinators Plan of Care.
8. Describe how the organization will handle communication with families and individuals of approvals or denials for services.
9. Describe how you will manage enrollment processes for Level 3 and 1915(i) youth, accounting for the additional Certificate of need documentation and financial eligibility screening. Please indicate how your organization anticipates serving a family denied the highest level of intensity of care coordination (Level 3/1915(i)), as well as what other services may be available in the local community.
10. Describe your plan for marketing and communicating the care coordination any of services to local partners and families.
11. Describe how you will enhance your current relationship with other child, and adult- serving and community based organization, businesses, religious organizations, law enforcement agencies, or other community-based organizations in order to facilitate appropriate linkages and services to families and adults to meet needs identified in the Plans of Care by the Child and Family Teams.
12. Describe how you will incorporate families and community members into ongoing resources/services/ strength identification and evaluation process.

13. Describe how you will identify and engage informal and natural supports for each family
14. Describe how you will ensure that continual assessment of child and family
15. Describe your policies and procedures for handling critical incidents.
16. Describe your plan to ensure that qualified staff is available 24 hours per day, 7 days per week to address crises and prevent disruptions of service. The CCO must ensure that staff maintains flexible work hours to ensure that they are available at times when the families and individuals are available, which may include early morning, evening, and weekend hours.
17. Provide examples of how you intend to involve families, youth, and agency stakeholders in the policymaking and operations.
18. Provide detail on behavioral health services provided by your organization as well as any relationship your organization has with any provider/provider entity and the structure/process or firewall you will use to avoid conflicts of interest, self-referrals and the appearance of impropriety.

Data Collection and Record-Keeping

1. Describe your format for record-keeping (paper and/or electronic) and how you will keep Case Record Files up-to-date, accounting for timelines required for Plans of Care, crisis plans, etc. Describe your internal review process for quality control of records.
2. Describe how you will keep Case Record Files and other data entry confidential.
3. Describe how the case information will be entered into your organization's electronic health record in a timely manner.
4. Describe how you will collect and maintain information so that you can respond to reporting requirements.
5. Describe protocols and policies in place to protect confidentiality and client information and records as per the Health Insurance Portability and Accountability Act.

Evaluation and Continuous Quality Improvement

1. Provide your organization's Quality Assurance Plan.
2. Describe how you will design your service delivery to ensure

achievement of the identified program performance measures.

3. Describe how you will use the data collected for reporting and evaluation purposes to maintain and strengthen your service's success in impacting families and meeting the program performance measures. Describe the processes your organization intends to employ to assure that behavioral health service delivery is monitored and leads to continuous quality improvement efforts.

E. Budget and Budget Narrative (10 Points)

SEPARATE FROM/ THE REST OF THE PROPOSAL.

Please provide a line-item budget using the budget form 432B. (Attachment B) Please refer to content MHCM regulation for actual rates. The budget should be developed based on all available information at the time this proposal is issued.

A Budget Narrative is also required. The Budget Narrative should provide justification of each line item expense related to the funds requested in your proposal. The budget and budget narrative should include the following:

- Anticipated fee-for-service revenue;
- The total projected actual program cost, including the identification of any additional revenue sources that support this proposal (e.g. matching grant or local government funding);
- Line item operational costs detailing all expenses related to the program's costs;
- Line item staff costs including detailed fulltime equivalents;
- Outline which services associated with this project will be billed through third party payers, such as fee-for-service revenue;
- A clear description in the narrative of the fee-for-service fund uses and historical collection rates;

F. Staffing Plan (10 points)

Describe the educational background and experience of licensed mental health professional staff to be assigned to this project. Include a copy of all licenses and professional certifications of current staff. If the applicant plans to bring on new hires, copies of relevant licensure and background checks must be sent to WCLBHA within 2 weeks of date of hire. Those working with children may not be hired until criminal background checks have been complete and results received. Please describe the recruitment process to appropriately staff MHCM/Care Coordination. In addition, explain how your organization would handle any staff vacancies, should they occur.

Indicate any relevant trainings your agency will make available to staff and/or skills staff possesses to maximize successful implementation of the scope of work as outlined in this RFP.

- a. Provide an organizational chart and staffing plan for the proposed position(s) as an attachment.
- b. Indicate your plan for recruitment, retention, and supervision of staff to assure implementation of mental health services as described in this RFP. In addition, explain how your organization would handle any staff vacancies, should they occur. Indicate any relevant trainings and/or skills staff possesses to maximize outcomes and implementation of the Scope of Service outlined in this RFP.
- c. Describe the staffing pattern you will use to deliver the proposed services which will ensure the required availability to families during traditional and non-- traditional hours.
- d. Describe recruitment, retention and supervision practices that your agency plans to employ to retain and supplies licensed mental health professionals.
- e. Describe organizational management (i.e., staff supervision and accountability, and how this approach will ensure the project's goals and objectives are met), including the flexibility to dedicate staff to these efforts during the period of the contract.
- f. Provide the names and titles of the key management personnel directly involved with supervising the services rendered under the contract.
- g. Describe administrative services and oversight; include how administrative oversight would be provided and how the approach would be responsive to and supportive of the goals and objectives of the project.

G. Supporting Documents (Appendices for Submission)

All proposals must contain the following as appendices:

- a. Current or most recent state approval letters or licenses that document experience providing mental health services in Maryland 19 under COMAR 10.21.19 (Mobile Treatment Services), 10.21.20 (Outpatient Mental Health Center), or 10.21.21 (Psychiatric Rehabilitation Program) or 10.09.89-90 (Mental Health Case Management: Care Coordination).
- b. Agency organizational chart.
- c. Program organizational chart.
- d. Two letters of support that demonstrate strong collaboration efforts with youth and family

service programs, entities, agencies, etc.

- e. Your most recent Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies
- f. Certificate of Good Standing status with the Maryland State Department of Assessments and Taxation
- g. Most recent Financial Audit and Management Letter (if applicable)
- h. Most recent Financial Audit and Management Letter (if applicable)

H. Evaluation and Conditions

All proposals accepted by the Worcester County Local Behavioral Health Authority will be reviewed to determine whether they are satisfactorily responsive to this RFP. Proposals that are determined to lack satisfactory responsiveness will not be reviewed or rated. An evaluation committee will evaluate and rate all responsive proposals based on the evaluation criteria listed below.

Rating Criteria:

Grantees will be selected, and funds awarded based on the following:

<i>Understanding of and Commitment to System of Care Practice</i>	15 points
<ul style="list-style-type: none">• Based upon adequacy of response to listed criteria.	
<i>Organization Capacity & Experience</i>	25 point
<ul style="list-style-type: none">• Based upon adequacy of response to listed criteria.	
<i>Approach</i>	35 points
<ul style="list-style-type: none">• Based upon adequacy of response to listed criteria.	
<i>Budget and Budget Narrative</i>	10 points
<ul style="list-style-type: none">• Based upon adequacy of response to listed criteria.	
<i>Staffing Pattern</i>	10 points
<ul style="list-style-type: none">• Based upon adequacy of response to listed criteria.	
<i>Completeness of the Application</i>	5 points

- The Evaluation Committee will consider the completeness of the application and the clarity of the statements within the proposal, including availability and accuracy of supporting documentation.

Maximum Points=100

Basis for Contract Award

A contract award will be made to applicants whose proposals are determined to be the most advantageous to achieving the goals and objectives, taking into consideration the budget, budget narrative and such other factors or criteria set forth in the RFP. The contract award shall be subject to: the timely completion of contract negotiations between the WCLBHA and the selected applicant, and demonstration that, as of the contract start date, the contractor has sufficient administrative and management capabilities to operate the program.

Applicant Cost

Applicants will not be reimbursed for any costs incurred to prepare proposals.

Attachments:

- A. Code of Maryland Regulations (COMAR)
- B. DHMH Form 432B

Attachment A

Code of Maryland Regulations (COMAR)

The below list references the policies and procedures from COMAR that regulate MHCM in Maryland. For mental health providers that are seeking approval as a MHCM provider in the PBHS, an application must be developed based on these guidelines. An entity that wishes to become a MHCM provider in Worcester County will contact WCLBHA for technical assistance in the application process. WCLBHA provides support letters contingent upon completion of a satisfactory and comprehensive application. Completed applications are forwarded by the applicant to BHA for final approval.

10.09.90.02	Definitions
10.09.90.03	Participant Eligibility
10.09.90.04	Participant Eligibility- Levels of Intensity
10.09.90.05	Level I -General Care Coordination
10.09.90.06	Level II -Moderate Care Coordination.
10.09.90.07	Level III — Intensive Care Coordination
10.09.90.08	Conditions for Provider Participation A. Selection of CCOs
10.09.90.09	Conditions for Provider Participation — Eligibility
10.09.90.10	Mental Health Case Management Care Coordination Provider Staff
10.09.90.11	Covered Services
10.09.90.12	Plan of Care
10.09.90.13	Child and Family Team Meetings
10.09.90.14	Referral and Related Activities
10.09.90.15	Monitoring and Follow-Up Activities
10.09.90.16	Limitations

10.09.90.17.	Preauthorization
10.09.90.18	Payment Procedures
10.09.90.19	Recovery and Reimbursement
10.09.90.20	Cause for Suspension or Removal and Imposition of Sanctions Cause
10.09.90.21	Appeal Procedures
10.09.90.22	Interpretive Regulation
10.09.45.04 E (12)	Compliance with fiscal reporting requirements.
10.09.45.06 C	The provision of ongoing case management. Comprehensive Assessment and Periodic Reassessment.
10.21.17.09 C (1) (f)	Requirement for a criminal background check for an employee who has access to minors.
10.21.17.09 C (1) (i) (ii)	Requirement for an annual driver's license report.

PROGRAM BUDGET

PROGRAM ADMINISTRATION:

GRANT NUMBER: _____ DATE SUBMITTED: _____
 CONTRACT PERIOD: _____ FISCAL YEAR: _____
 ORGANIZATION: _____ PHONE #: _____
 STREET ADDRESS: _____
 CITY, STATE, COUNTY: _____ ZIP: _____
 PROGRAM TITLE: _____
 CHARGEABLE SERVICES (Y/N) _____ DHMH PROVIDES 50% OR MORE OF FUNDING (Y/N) _____
 FOR DHMH USE ONLY

LINE ITEMS MAY NOT BE CHANGED	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	FED./STATE LOCAL & GOV'T	OTHER DIRECT FUNDING		PROGRAM BUDGET
				ALL OTHER AGENCY	TOTAL OTHER FUNDING	
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES						
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE						
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						
INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING						

DHMH 432B (Rev. Feb. 1997)

Care Coordination Organization Providers

Children's Choice

Attention: Leslie Allen
1813 Sweet Bay Drive, Suite 1A
Salisbury, MD 21801

Community Behavioral Health

2013 Northwood Drive, Suite 1
Salisbury, MD 21801

Eastern Shore Psychological Services

1113 Healthway Drive
Salisbury, MD 21804

Go-Getters, Inc.

Attention: Dimitrios Cavathas
7033 Worcester Highway
Newark, MD 21841

Maple Shade Youth and Family Services

23704 Ocean Gateway
Mardela Springs, MD 21837

Worcester County Health Department

Attention: Sandy Kerrigan
6040 Public Landing Road
Snow Hill, MD 21863

Worcester Youth and Family Counseling Services

ATTN: Steve Taylor
124 N. Main Street, Suite C
Berlin, MD 21811

Lighthouse Counseling

ATTN: Dr. Duffy
1504 Market Street
Pocomoke, MD 21851

Seaside Counseling and Wellness Center

Grays Corner Professional Center
10776 Grays Corner Rd. Unit #2
Berlin, MD 21811

Youth Care Center
ATTN: Shawn Johnson
3917 Market St.
Snow Hill, MD 21863

Wraparound Maryland, Inc
ATTN: Kim Cook
314 Civic Avenue
Salisbury, MD 21804
Email: info@wraparoundmd.com



14

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS
Director

Subject: Assateague Farms, LLC
Allocation Extension Request

Date: October 28, 2019

The County received an email dated October 2, 2019, concerning a request by Mr. Carlotta for a sixty (60) day extension for completion of Condition #1 included within the allocation approval letter to complete and record a subdivision plat for his property. The County has previously granted an extension, dated August 8, 2019, to complete this plat. As mentioned in his email, we have worked through additional concerns and covered those in a recent meeting held on 9/24/19, at which Ed Tudor and I went through remaining issues with Mr. Carlotta. Part of the conversation concerned drawing lot lines to assist with our mapping of the sewer planning area classification change from S-3 to S-1, which would be part of Condition # 10 in the allocation approval letter that has a two-year timeframe limit to complete.

The sixty (60) day extension request will give the applicant additional time to complete Condition #1, and both Ed Tudor and I are in agreement that the extension request is warranted. Environmental Programs will be taking the *Water and Sewerage Plan* amendment to the Planning Commission in November for the planning area classification change.

As always, I am available at any time for the presentation of this item to the County Commissioners, and have copied Ed Tudor so that he would also be in a position to answer questions on the matter as well.

Attachments:

1. Extension request by Mr. Carlotta, dated October 2, 2019.
2. County Extension Letter, dated August 8, 2019
3. Original Approval Letter, dated January 25, 2019

cc: David Bradford
Ed Tudor

Robert Mitchell

From: paul@berlinorganics.com
Sent: Wednesday, October 2, 2019 10:06 AM
To: Harold Higgins
Cc: Mark Cropper; Ed Tudor; Robert Mitchell
Subject: Extension for allocation of 6 EDUs

Mr. Harold Higgins
Chief Administration Officer
Worcester County Commissioners

RE: Extension for allocation of 6 EDUs for Assateagu
e Island Farm LLC
Tax Map 33, Parcel 29 Stephen Decatur Hwy

Mr. Higgins,

I am writing you today to formally request an additional 60-day extension for Condition #1 . On September 24th, myself along with Mark Cropper and Russell Hammond met with Ed Tudor and Bob Mitchell to address additional concerns regarding subdivision. Bob will be forwarding revised subdivision plat to the state for approval. He estimated it could take two weeks for approval. I am requesting a 60-day extension to make sure we have enough time to get the new plat recorded. Please let me know if there is anything further I need to do regarding this matter.

Thank you,

Paul Carlotta
410.430.1518

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

August 8, 2019

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

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

Paul Carlotta
Assateague Island Farm, LLC
8746 Stephen Decatur Highway
Berlin, Maryland 21811

RE: Extension for Allocation of Six Sewer EDUs to a portion of Tax Map 33, Parcel 29 on Stephen Decatur Highway

Dear Mr. Carlotta:

Please be advised that at their meeting of August 6, 2019, the Worcester County Commissioners reviewed and approved your request for a 60-day extension for completion of Condition #1 to complete and record a subdivision plat as specified in the Commissioners' approval of your request to allocate six sewer EDUs to your property on Stephen Decatur Highway as identified on Worcester County Tax Map 33 as Parcel 29 in accordance with the approval letter dated January 25, 2019 (copy attached). Please continue to work with County staff in the departments of Development Review & Permitting, Environmental Programs and Public Works regarding the subdivision plat and other conditions of your approval.

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

Sincerely,

Kelly Shannahan
Assistant Chief Administrative Officer

KS
cf: Worcester County Sewer Committee
CC 122/Carlotta-Extension



TEL: 410-832-0688
FAX: 410-832-3003

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1106
P.O. Box 248
SNOW HILL, MARYLAND
21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

January 25, 2019

Assateague Island Farm, LLC
8746 Stephen Decatur Hwy
Berlin, MD 21811

RE: Allocation of Six Sewer EDUs to a portion of Tax Map 33 Parcel 29 on Stephen Decatur Highway

Dear Assateague Island Farm, LLC:

Please be advised that at their meeting on January 22, 2019, the Worcester County Commissioners reviewed and approved your request for the allocation of six (6) equivalent dwelling units (EDUs) of sewer service from the Mystic Harbour Sanitary Service Area to serve a portion of your property with an existing roadside stand and a proposed restaurant associated with a proposed farm brewery (not the brewery itself) on the subject property located on the east side of Stephen Decatur Highway (MD Route 611) south of the Ocean City Airport. The subject property is identified on Tax Map 33 as Parcel 29.

This approval is contingent upon purchase of water EDUs and the following conditions:

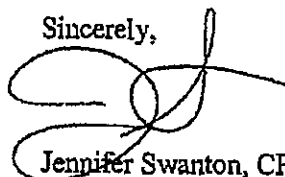
1. Owner shall complete and record a subdivision plat to separate the proposed brewery and its wastewater holding tank, well and wastewater disposal areas from the roadside stand, proposed restaurant and all other uses to be served by these EDUs. Said subdivision plat shall be approved and recorded within 6 months of EDU allocation approval and before any other approvals are granted for the project or the EDU allocation approval shall be null and void.
2. Owner shall be required to receive approval of an exemption from the MDE for the land application of food processing wastewater. To secure this exemption they need to submit a sample of the processing wastewater to the State chemist at MDA for analysis and approval to use the material as a soil amendment. This could not be done until brewing actually starts, so storage, pump-out, and disposal of generated waste will need to be done until they secure approval for the exemption from MDE to irrigate utilizing this material.

3. Adequate storage shall be provided in a holding tank that would meet regulatory storage requirements and permitted by Worcester County Environmental Programs. The owner shall also secure agreements to have a licensed wastewater hauler take any unused wastewater to a permitted disposal facility in the winter when land application of nutrients is not permitted.
4. Composting, if considered, shall meet State and local regulatory and code requirements.
5. A properly-sized grease trap for restaurant waste shall be installed.
6. Separate plumbing shall be required for the domestic public water and sewer service to the restaurant and roadside stand which is separate from the brewery and irrigation supply plumbing served by well and holding tank. This shall include a drawing for the plumbing plans that will be field verified and inspected by County.
7. An approved nutrient management plan for the farm shall be finalized and implemented once approval from the State chemist for the brewery waste to be utilized on the farm is secured. Continued compliance with MDA's nutrient management regulations for a soil conditioner shall be required.
8. A sampling station or equivalent access to raw effluent from the restaurant sewer lateral to the force main on Rt 611 shall be provided to the County to access for confirmation of the strength and composition of wastewater delivered to the Mystic Harbour collection system.
9. An engineering report shall be prepared for County review to confirm that the above arrangements can be completed and that the recently installed Rt 611 force main can accept the requested volume of wastewater from this proposed connection.
10. Application and approval of an amendment to the Water and Sewer Plan (the Plan) by both the County and the State reclassifying the subject property from S-3 to S-1 which indicates an area of existing or planned sewer service to be built within 2-years.
11. Conditions 2 through 10 above shall be met on or before December 31, 2020 or the EDU allocation approval shall be null and void.

Please contact me as you satisfy these conditions to make arrangements for payment of the remaining balance for purchase of these EDUs as well as to review other pertinent conditions with respect to your connection to the Mystic Harbour Sewerage System.

Thank you for your purchase of these EDUs. We look forward to having you as a new sewer customer of the Mystic Harbour Service Area.

Sincerely,



Jennifer Swanton, CPA
On behalf of Jessica R. Wilson, CPA
Enterprise Fund Controller

JS/KS:dd
cc: Worcester County Sewer Committee




15

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Coastal Bays Rural Legacy Area Easement Agreement of Sale
Pilchard Property
Girdletree, Maryland
Tax Map 71, Parcel 181
54 Acres

Date: October 28, 2019

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the Commissioners. Two before/after appraisals were conducted by two independent appraisers. The easement totals \$2,557.00/acre, this price was derived by the calculated mean of value of the two appraised values of \$2,815 and \$2,296 per acre. The final price was negotiated with the landowner and MD DNR. The funding, provided by FY17 Coastal Bays Rural Legacy Funds, will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 54 +/- acres located on the north side of Onley Road (#5615), west of Girdletree, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

With respect to this particular property, the land is within the Coastal Bays watershed, is adjacent to protected state forest land to the north, and protection of the land will contribute towards efforts

Citizens and Government Working Together

to protect water quality and the scenic viewshed for the surrounding neighborhood. The property has the potential for full subdivision rights, depending on soil percolation results. There are currently no structures on the property, the owner is surrendering all subdivision and development rights save one (1) residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Purnell, Mr. Higgins, and Ms. Howarth.

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

Enclosures

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: Coastal Bays Rural Legacy Area—Pilchard—TM 79, Parcel 181

DATE: October 28, 2019

This project is to be funded by FY17 Coastal Bays Rural Legacy Area funds.

An aerial map of the property is attached, as well as a map showing the location of the property in the RLA.

This 54 +/- -acre property has full subdivision rights available. Adjacent to the village of Girdletree, it connects to a contiguous block that includes 700 acres of land protected with Rural Legacy Easements, connecting to the Pocomoke State Forest (see map). The property contains 35 +/- acres of cropland and 19 +/- acres of woodland. Approximately 12 acres are prime agricultural soils. Protection of this property will contribute to protection of water quality in the Pocomoke River and Chesapeake Bay, protection of farmland and forest resources, and the scenic view from Dukes and Onley Roads.

Agricultural activities will be allowed but a CAFO will not be allowed; impervious surface will be strictly limited. There are currently no structures on the property; one home and limited agricultural buildings will be allowed.

Two appraisals of the before and after value were conducted by two independent appraisers. The easement values were:

McCain: **\$152,000; \$2,815 per acre**

Lefort: \$124,000; \$2,296 per acre

The summary sheets of these two appraisals are attached. The landowners were offered the mean value of the two appraised values.

Attached please find the Agreement of Sale signed by the property owners (please note that Mr. Pilchard has power of attorney for his mother). In addition, please note that Jeffrey Pilchard has no ownership interest in the property (confirmed by legal documents Maureen Howarth has reviewed).

I have indicated on the contracts where signature is required.

Please let me know of any questions you have.

Attachments

<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>	
REPORT TYPE:	Appraisal Report File No. CC14848
REPORT DATE:	August 26, 2019
LOCATION:	5615 Onley Road Girdletree, MD 21829 Map 79 Parcel 181
OWNER OF RECORD:	Shirley & Gary Pilchard & Jefferey Pilchard, Trustees
LAND AREA BEFORE/AFTER:	54.00 +/- Acres 54.00 +/- Acres
IMPROVEMENTS:	No improvements
ZONING:	A-1
CENSUS TRACT:	9514.00
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0360H, July 16, 2015
FLOOD ZONE COMMENTS	The subject is not in a flood zone.
HIGHEST AND BEST USE BEFORE:	Agriculture / Residential
HIGHEST AND BEST USE AFTER:	Agriculture
PROPERTY RIGHTS APPRAISED:	Fee Simple
BEFORE VALUE	\$314,000
AFTER VALUE	\$162,000
VALUE OF EASEMENT/DIFFERENCE:	\$152,000
EFFECTIVE DATE	June 5, 2019
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 54.00 +/- Acres Agricultural Farm
North Side Onley Road (#5615) @ South Side Dukes Road
West of Girdletree, Worcester Co, Maryland 21829

CENSUS TRACT: 9514

OWNERSHIP & TAX REFERENCE:

Ownership: Shirley W. Pilchard, Gary Pilchard & Jeffrey Pilchard, Trustees

Tax Parcel		Deed Reference		Date of Record	Land Area
Map	Parcel	Liber	Folio		
79	181	630	/ 23	June 30, 1978	54.000 ac.
Estate Distribution		1707	/ 238	December 28, 1990	
<i>(Client) Acres per Assessment Data:</i>					54.00 Acres

SITE SIZE: **54.00 +/- Acres (Per Deed and Assessment Data)**
36.8 +/- Acres Tillable/Cleared (68.1%)
17.2 +/- Acres residual Woodlands (31.9%)

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Five (5) minor subdivision rights
RETAINED RIGHTS: One (1) Primary Residence right

FLOOD PLAIN MAP: FEMA Community Map #24047C-0360-H; date July 16, 2015,
Property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Cedartown-Rosedale complex; Hammonton loamy sand; Klej
loamy sand; Woodstown sandy loam; Runclint loamy sand;
Mullica-Berryland complex; and Fallsington sandy loam

HIGHEST AND BEST USE:
(Before Easement): Agricultural and Recreational with Minor Residential
Development Potential in the Future
(After Easement): Agricultural and Recreational Use with One Primary
Residence allowed (including poultry house restriction)

EFFECTIVE DATE: August 12, 2019
DATE OF REPORT: September 2, 2019

VALUE CONCLUSIONS:

“AS IS” MARKET VALUE (BEFORE) -	\$5,500 per Acre	\$ 297,000
VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER)		\$ 173,000
<i>(Estimate of Unit Value)</i>	<i>- \$3,200 per Acre</i>	
DIFFERENCE (Concluded Value to Easement):		\$ 124,000
<i>(Extracted Unit Value Conclusion)</i>	<i>~ \$2,296 per Acre</i>	

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2019 is made by and between SHIRLEY W. PILCHARD and GARY PILCHARD, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Eighth tax district of Worcester County, Maryland; which is one (1) parcel, 54 acres total, more or less, and located at 5615 Onley Road, Girdletree, Maryland 21829, having tax ID number of 08-002363.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Five Hundred Fifty-Seven Dollars (\$2,557.00) per acre, of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before December 31, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

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

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

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

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

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

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

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

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 54.0 acres. The purchase price of the easement shall be \$2,557.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 54.0 acres, updated appraisals will be required and a new per acre purchase price may be determined, in which case a new Agreement will be required based

upon the updated purchase price, and this Agreement will be void. In the event the Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Sellers, extend settlement a period of 120 days to permit Sellers to contest any survey results.

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

Witness/Attest:

Katherine S. Munson

Katherine S. Munson

SELLERS

By: Shirley Pilchard by Gary Pilchard POA (Seal)
Shirley W. Pilchard

By: Gary Pilchard (Seal)
Gary Pilchard

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: Diana Purnell (Seal)
Diana Purnell
President

Approved as to legal form and sufficiency.

Maureen Howarth
Worcester County Attorney

Exhibit A. Agreement of Sale by and between SHIRLEY W. PILCHARD and GARY PILCHARD, ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

All that parcel of land, situate, lying and being situate in the Eighth Election District of Worcester County, Maryland, located at the address of 5615 Onley Road, Girdletree, MD 21829, containing 54 acres more or less, being the same property conveyed by deed dated December 28, 1990, recorded among the Land Records of Worcester County, Maryland in Liber RHO, No. 1707 Folio 238, et seq..

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20__, by and between SHIRLEY W. PILCHARD and GARY PILCHARD, having an address at 3203 Betheden Church Road; Pocomoke City, MD 21851 ("Grantors") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantors own in fee simple 54 acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by Shirley W. Pilchard, Personal Representative of the Estate of Mark O. Pilchard, dated December 28, 1990 and recorded among the Land Records of Worcester County, Maryland in Liber 1707, Folio 238 (the "Property"). The address of the Property is 5615 Onley Road; Girdletree, MD 21829. The Property is identified on tax map 79, parcel 181.

WHEREAS, the Property includes --- acres of agricultural land, --- acres of restored wetland and 1 acre of woodland; and scenic value of significant public benefit on Snow Hill Road.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of --Dollars (\$--.00) to Grantors as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of -- Dollars (\$--.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grants and conveys unto Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantee and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, historical, archeological, woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: 1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (2) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit.

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantee in writing before undertaking such activity.

B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors’ mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantee’s approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantors, into derivatives thereof.

(5) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantors; or (ii) derivatives produced pursuant to III.C.(4) above;

(6) Commercial services related to Agriculture limited to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built,

or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit ("Primary Dwelling Unit"). The permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantee. The relocation of the Primary Dwelling Unit, or the conversion of any previously non-residential Structure to the Primary Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below. The Primary Dwelling Unit may not exceed a gross floor area of four thousand (4,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

The total number of all Dwelling Units on the Property shall never exceed one (1). The location of any new Structure containing a Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below.

(2) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving the Primary Dwelling Unit (for example: detached garage; well house; boat house; pool house; swimming pool; pier; Structures related to hunting such as deer stands or waterfowl blinds);

(3) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(4) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantee's approval in accordance with the provisions of Article V below; and

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out

activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed one percent (1%) of the Property, or ___ acres. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt, excluding however, reasonable means of access to the Dwelling Unit, so long as such access does not exceed an average of twenty (20) feet in width.

F. Utilities. Grantors may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of Grantee, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. If in the future, the existing agricultural ditches on the Property are restored or maintained as nontidal intermittent or perennial streams, Grantors shall allow the buffer strip along each side of all restored or maintained streams to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. A fifty (50) foot vegetative buffer strip shall be required along such future streams. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require

water access, subject to Grantee's approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below); wildlife habitat or water quality. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management.

Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of Woodland to non-Woodland permitted in the Woodland Areas.

Clear-cutting may be permitted in order to regenerate a forest pursuant to a Forest Stewardship Plan.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantor or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantor or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantor shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantor or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Q. Authorization. Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantor's Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantor retains the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantor retains the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantor hereby grants to Grantee all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantor can take certain actions Grantee must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing a Dwelling Unit, as per Article III.E(1) and (2);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1) and (2);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1) and (2);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(5);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(5); and

- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantee, Grantors shall submit to Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee shall evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantee deems the submission complete ("Request"), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement.

If Grantors, with the support of a state or local government, is seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantee shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantee;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantee for Grantee's actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation

Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Dwelling Unit, all owners who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

C. Grantee shall provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an approval by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantee of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantee, in their sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantee or the RLB or the OAG ("Enforcers"), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantors at their last known address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (3) and III.E (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of

Grantors. Before instituting such suit, Enforcers shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantors are complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the "Baseline Documentation") reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof.

Exhibit C consists of one (1) page.

D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of x color digital images and () pages.

E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the Worcester County Department of Environmental Programs and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantee under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The Grantors who signed this Conservation Easement on the date set forth above ("Original Grantor") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. In the event Grantee did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any costs of a judicial proceeding allocated by a court to Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee

shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantee recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, and subject to approval by the Rural Legacy Board, Grantors and Grantee have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantee may agree to an amendment in lieu of engaging in full

condemnation proceedings; provided that Grantee determines that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and uses compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantors, comply with said law and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantors at any time owns the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantee shall record this instrument in a timely fashion among the Land Records of Worcester County, Maryland, and may re-record it at any time as may be required to

preserve their rights under this Conservation Easement.

H. Notice to Grantee. Any notices by Grantors to Grantee pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

County Commissioners of Worcester County, Maryland
Worcester County Government Center, Room 1103
1 West Market Street
Snow Hill, MD 21863

or to such other addresses as Grantee may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantee.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the County Commissioners of Worcester County, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

_____(SEAL)
SHIRLEY W. PILCHARD

_____(SEAL)
GARY PILCHARD

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Shirley W. Pilchard, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Gary Pilchard, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

County Commissioners of Worcester County, Maryland

By: _____ (SEAL)
Diana Purnell, President

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of
_____, an attorney admitted to practice by the Court of Appeals of
Maryland

Exhibit A
Boundary Description and Property Reference
Page 1 of 2

TO BE COMPLETED

Exhibit A

Boundary Description and Property Reference; Page 2 of 2

Exhibit B: Summary of Conservation Values

Deed of Conservation Easement

Page 1 of 1

1. The Property is within the Coastal Bays Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural, natural resource and water quality protection values, and scenic value from Dukes Road and Onley Road.
3. The property is part of an ____ acre block of contiguous protected land, contributing to the agricultural and natural resource vitality and scenic nature of the area.
4. Minimization of impervious surface contributes to water quality of the Poocomoke River.
5. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2012 Worcester County Land Preservation and Recreation Plan.

Exhibit B: Agreement of sale between Shirley W. Pilchard and Gary Pilchard and County Commissioners of Worcester County, MD

Exhibit C

Inventory of Existing Structures

Page 1 of 1

Exhibit D
Color Digital Images
Page 1 of 1

These images are kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 10 color images and 2 pages.

Index Number	Image Taken From	Image Description
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Exhibit E

Aerial/Satellite Image

Page 1 of 1

This image is kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one page.

Exhibit B: Agreement of sale between Shirley W. Pilchard and Gary Pilchard and County Commissioners of Worcester County, MD

Exhibit F
Tax Map Showing Approximate Location of Property
Page 1 of 1

LAW OFFICES
COATES, COATES & COATES, P.A.
204 WEST GREEN STREET
P.O. BOX 293
SNOW HILL, MARYLAND 21863

RAYMOND D. COATES, JR.
B. RANDALL COATES
THOMAS K. COATES
LINDSEY A. WEST
RYAN T. WEST

(410) 632-3090
FAX: (410) 632-3093

OCEAN CITY OFFICE:
6200 COASTAL HWY., STE. 300
OCEAN CITY, MD 21842
(410) 723-6000
FAX: (410) 723-6107

RAYMOND D. COATES, SR. (1928-2008)

October 29, 2019

Maureen F.L. Howarth
County Attorney for Worcester County, MD
Worcester County Government Center
One W. Market St., Room 1103
Snow Hill, MD 21863

Re: 5615 Onley Rd., Girdletree
Owned by Shirley W. Pilchard and
The Family Farm Trust (Estate of
Mark O. Pilchard)

Dear Maureen

This is to certify that the title to the 54 acre farm located at 5615 Onley Road, Girdletree, Maryland (Worcester County Tax ID 08-002363) (the "Property") is held by Shirley W. Pilchard [an undivided one-half (1/2) interest] and The Family Trust under the Last Will and Testament of Mark O. Pilchard [the remaining undivided one-half (1/2) interest]. According to the records of the Family Trust, Gary Pilchard is the sole Trustee of the Family Trust (Gary Pilchard having succeeded Shirley Pilchard as Trustee upon her incompetency). The Trustee has no individual ownership right or claims to the property by virtue of being trustee.















I have reviewed the Last Will and Testament of Mark O. Pilchard dated January 23, 1982 probated in the Orphans' Court for Worcester County (Estate No. 7839), the Resignation of Trustee dated March 2, 1993; the Appointment of co-Trustees dated December 28, 1990 and the Indemnification Letter of William C. Hudson dated October 23, 2019.

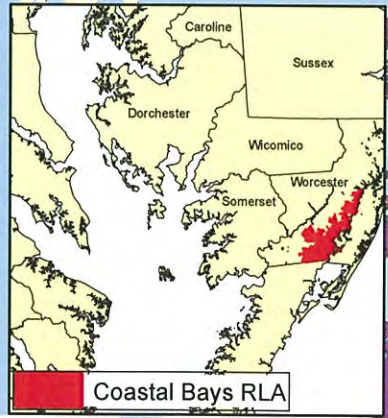
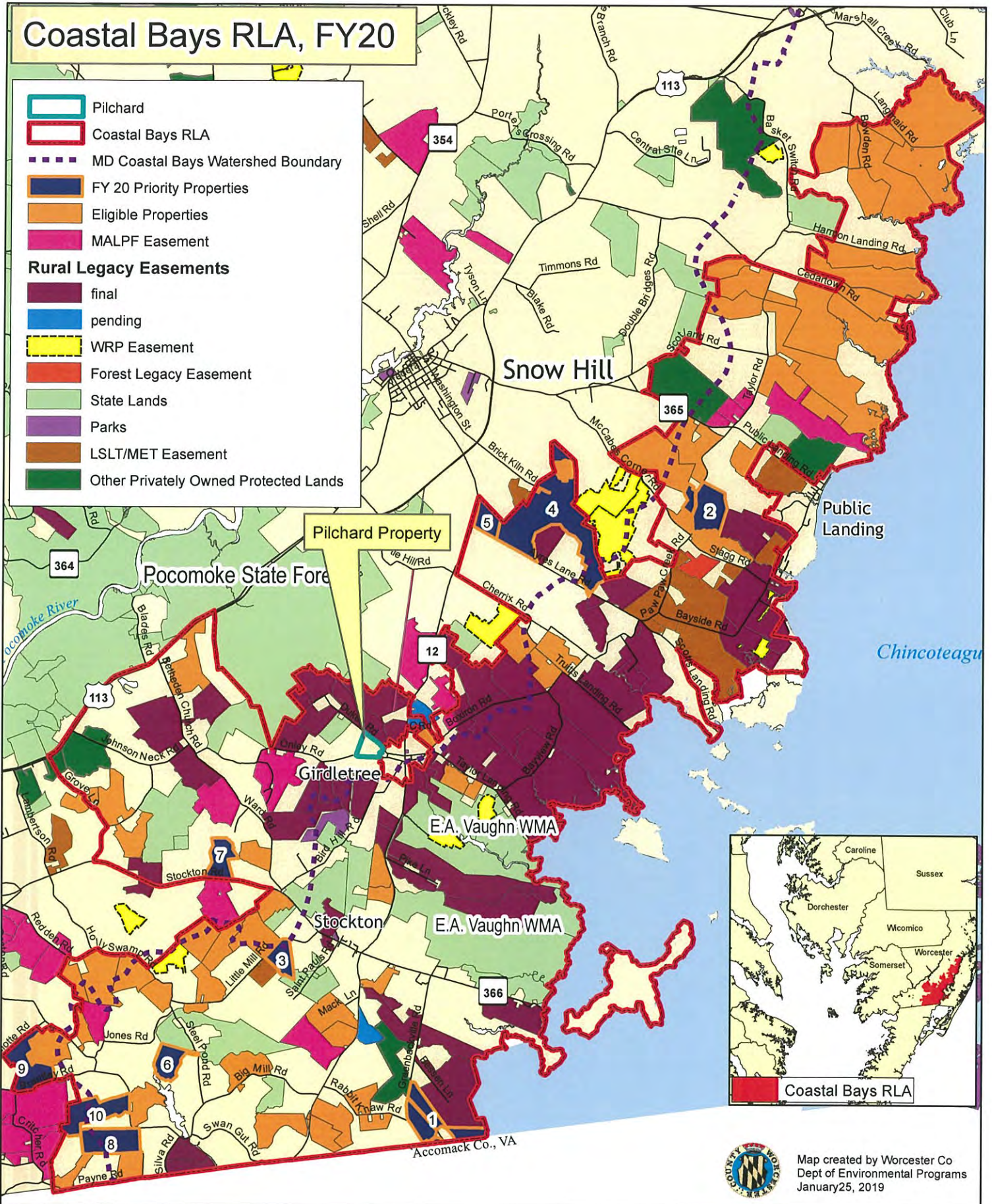
Accordingly, this will certify that upon execution and recordation of the Conservation Easement by Shirley W. Pilchard, individually (by her Power of Attorney, Gary Pilchard), and by Gary Pilchard as Trustee of the Family Trust, Ocean Investments Title Corporation will fully insure title to the Conservation Easement regarding the authority of the Trustee to act on behalf of the Family Trust.

Very truly yours,


B. Randall Coates, Attorney

Coastal Bays RLA, FY20

-  Pilchard
-  Coastal Bays RLA
-  MD Coastal Bays Watershed Boundary
-  FY 20 Priority Properties
-  Eligible Properties
-  MALPF Easement
- Rural Legacy Easements**
-  final
-  pending
-  WRP Easement
-  Forest Legacy Easement
-  State Lands
-  Parks
-  LSLT/MET Easement
-  Other Privately Owned Protected Lands



Map created by Worcester Co
 Dept of Environmental Programs
 January 25, 2019



Map 79, Parcel 181
Owner: Pilchard
54 acres



October 2019
(Aerial image: 2016)



16

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Coastal Bays Rural Legacy Area Easement Agreement of Sale
Stevens, et al, Property
Stockton, Maryland
Tax Map 86, Parcel 127
86.4 Acres

Date: October 28, 2019

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the Commissioners. Two before/after appraisals were conducted by two independent appraisers. The easement totals \$2,154.00/acre, this price was derived by the calculated mean of value of the two appraised values of \$2,407 and \$1,898 per acre. The final price was negotiated with the landowner and MD DNR. The funding, provided by FY17 Coastal Bays Rural Legacy Funds, will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 86.4 +/- acres located on the southern side of Stockton Road (MD Route 366), west of Stockton, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

With respect to this particular property, the land is within the Coastal Bays watershed, is adjacent to protected state forest land to the east, and connects to an adjoining block of protected land

Citizens and Government Working Together

totaling thousands of acres to the north and east of the property. The property has the potential for minor subdivision rights for 4 lots, depending on soil percolation results. There are currently no structures on the property, the owner is surrendering all subdivision and development rights save one (1) residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Purnell, Mr. Higgins, and Ms. Howarth.

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

Enclosures

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: Coastal Bays Rural Legacy Area—Stevens et al—TM 86, Parcel 127

DATE: October 25, 2019

This project is to be funded by FY17 Coastal Bays Rural Legacy Area funds.

An aerial map of the property is attached, as well as a map showing the location of the property in the RLA.

The 86.4 +/- property has been identified as a priority for protection. It can subdivide into four parcels (the adjacent forested property to the east, owned by the State of Maryland, is the only subdivision of this property). It connects to a contiguous block of thousands of acres of protected land, extending east and north into the Coastal Bays watershed (see location map). The property contains 39 acres of cropland and 47 acres of woodland. Over 60 acres are prime agricultural soils. Protection of this property will contribute to protection of water quality in the Pocomoke River and Chesapeake Bay, protection of farmland and forest resources, and the scenic view from Stockton Road.

Agricultural activities will be allowed but a CAFO will not be allowed; impervious surface will be strictly limited. There are currently no structures on the property; one home and limited agricultural buildings will be allowed.

Two appraisals of the before and after value were conducted by two independent appraisers. The easement values were:

McCain: \$208,000; \$2,407 per acre

Lefort: \$164,000; \$1,898 per acre

The summary sheets of these two appraisals are attached. The landowners were offered the mean value of the two appraised values.

Attached please find the Agreement of Sale signed by the property owners. I have indicated on the contracts where signature is required.

Please let me know of any questions you have.

Attachments

<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>		
REPORT TYPE:	Appraisal Report File No. CC14759	
REPORT DATE:	May 9, 2019	
LOCATION:	Stockton Road Stockton, MD 21864 Map 86 Parcel 127	
OWNER OF RECORD:	Andrea S. Bryan, George E. Stevens & Natalie S. Soepnel	
LAND AREA BEFORE/AFTER:	86.36 +/- Acres	86.36+/- Acres
IMPROVEMENTS:	none	
ZONING:	A-1	
CENSUS TRACT:	9514.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0360H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Residential / Agriculture	
HIGHEST AND BEST USE AFTER:	Dwelling with Agriculture	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE		\$415,000
AFTER VALUE		\$207,000
VALUE OF EASEMENT/DIFFERENCE:		\$208,000
EFFECTIVE DATE	April 30, 2019	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 86.355 +/- Acres Agricultural Farm
 South Side Stockton Road (MD Route 366)
 (Across from Bird Hill Road)
 West of Stockton, Worcester Co, Maryland 21864

CENSUS TRACT: 9514

OWNERSHIP & TAX REFERENCE:

Ownership: Andrea S. Bryan, George E. Stevens & Natalie S. Soepnel

Tax Parcel		Deed Reference		Date of Record	Land Area
Map	Parcel	Liber	Folio		
86	127	6346	/ 105	March 5, 2014	86.355 ac.

(Client) Acres per Assessment Data: 86.355 Acres

SITE SIZE: **86.355 +/- Acres (Per Assessment Data)**
 40.0 +/- Acres Tillable/Cleared (46.3%)
 46.4 +/- Acres residual Woodlands (53.7%)

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Four (5) minor subdivision rights
 RETAINED RIGHTS: One (1) Primary Residence right

FLOOD PLAIN MAP: FEMA Community Map #24047C-0360-H; date July 16, 2015,
 Property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Woodstown sandy loam; Askecksy loamy sand; Fallsington
 sandy loam; Mullica-Berryland complex; Rosedale loamy
 sand; and Zekiah sandy loam (wetland branch)

HIGHEST AND BEST USE:
 (Before Easement): Agricultural and Recreational with Minor Residential
 Development Potential in the Future
 (After Easement): Agricultural and Recreational Use with One Primary
 Residence allowed (including poultry house restriction)

EFFECTIVE DATE: August 12, 2019
 DATE OF REPORT: September 2, 2019

VALUE CONCLUSIONS:

“AS IS” MARKET VALUE (BEFORE) - \$4,700 per Acre \$ 406,000

VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER) \$ 242,000
 (Estimate of Unit Value) - \$2,800 per Acre

DIFFERENCE (Concluded Value to Easement): \$ 164,000
 (Extracted Unit Value Conclusion) ~ \$1,899 per Acre

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2019 is made by and between ANDREA S. BRYAN, NATALIE S. SOEPNEL AND GEORGE E. STEVENS, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Eighth tax district of Worcester County, Maryland; which is one (1) parcel, 86.3552 acres total, more or less, and located on the West side of Stockton Road, having tax ID number of 08-005230.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand One Hundred Fifty-Four Dollars (\$2,154.00) per acre, of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before December 31, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those

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

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

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

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

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

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

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

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

SECTION 12. SURVEY PROVISION

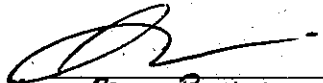
12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 86.3552 acres. The purchase price of the easement shall be \$2,154.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 86.3552 acres, updated appraisals will be required and a new per acre purchase price may be determined, in which case a new Agreement will be required based

upon the updated purchase price, and this Agreement will be void. In the event the Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers shall reimburse Buyer for Buyer's out of pocket costs for the survey.


12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Sellers, extend settlement a period of 120 days to permit Sellers to contest any survey results.

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


Witness/Attest:



PAUL MORAN

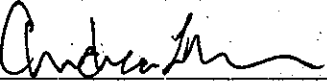


Michael Soepnel

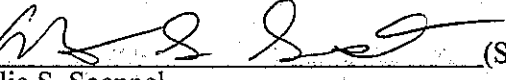


Kelly Stevens


SELLERS

By: 

Andrea S. Bryan (Seal)

By: 

Natalie S. Soepnel (Seal)

By: 

George E. Stevens (Seal)

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Diana Purnell
President

Approved as to legal form and sufficiency.

Maureen Howarth
Worcester County Attorney

Exhibit A. Agreement of Sale by and between ANDREA S. BRYAN, NATALIE S. SOEPNEL and GEORGE STEVENS, ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

All that parcel of land, situate, lying and being situate in the Eighth Election District of Worcester County, Maryland, on the southwest side of Stockton Road, containing 86.3552 acres more or less, being the same property conveyed by deed dated March 5, 2014, recorded among the Land Records of Worcester County, Maryland in Liber SRB, No. 6346 Folio 105, et seq..

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DRAFT DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20____, by and between ANDREA S. BRYAN, NATALIE S. SOEPNEL AND GEORGE E. STEVENS, having an address at 2836 Sheephouse Road; Pocomoke City, MD 21851 ("Grantors") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantors own in fee simple ___ acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by Stevens Children Irrevocable Trust by Deed dated April 3, 2014 and recorded among the Land Records of Worcester County, Maryland in Liber 6346, Folio 105 (the "Property"). The address of the Property is Stockton Road; Pocomoke City, MD 21851. The Property is identified on tax map 86, parcel 127.

WHEREAS, the Property includes --- acres of agricultural land ___ acre of woodland; and scenic value of significant public benefit on Stockton Road.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of --Dollars (\$--.00) to Grantors as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of -- Dollars (\$--00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grants and conveys unto Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantee and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, historical, archeological, woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: 1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (2) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit.

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and

to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantee in writing before undertaking such activity.

B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors’ mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantee’s approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantors, into derivatives thereof.

(5) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantors; or (ii) derivatives produced pursuant to III.C.(4) above;

(6) Commercial services related to Agriculture limited to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and

parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit ("Primary Dwelling Unit"). The permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantee. The relocation of the Primary Dwelling Unit, or the conversion of any previously non-residential Structure to the Primary Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below. The Primary Dwelling Unit may not exceed a gross floor area of four thousand (4,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

The total number of all Dwelling Units on the Property shall never exceed one (1). The location of any new Structure containing a Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below.

(2) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving the Primary Dwelling Unit (for example: detached garage; well house; boat house; pool house; swimming pool; pier; Structures related to hunting such as deer stands or waterfowl blinds);

(3) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(4) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantee's approval in accordance with the provisions of Article V below; and

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed one percent (1%) of the Property, or ___ acres. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops,

concrete, and asphalt, excluding however, reasonable means of access to the Dwelling Unit, so long as such access does not exceed an average of twenty (20) feet in width.

F. Utilities. Grantors may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of Grantee, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. If in the future, the existing agricultural ditches on the Property are restored or maintained as nontidal intermittent or perennial streams, Grantors shall allow the buffer strip along each side of all restored or maintained streams to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. A fifty (50) foot vegetative buffer strip shall be required along such future streams. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantee's approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality. Grantors

shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management.

Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of Woodland to non-Woodland permitted in the Woodland Areas. Clear-cutting may be permitted in order to regenerate a forest pursuant to a Forest Stewardship Plan.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantor or third parties. Soil, rock,

other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantor or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantor shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantor or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Q. Authorization. Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantor's Soil

Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantor retains the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantor retains the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantor hereby grants to Grantee all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantor can take certain actions Grantee must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing a Dwelling Unit, as per Article III.E(1) and (2);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1) and (2);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1) and (2);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(5);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(5); and
- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantee, Grantors shall submit to Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee shall

evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantee deems the submission complete ("Request"), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement.

If Grantors, with the support of a state or local government, is seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantee shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantee;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantee for Grantee's actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Dwelling Unit, all owners who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

C. Grantee shall provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an approval by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantee of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantee, in their sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantee or the RLB or the OAG (“Enforcers”), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantors at their last known address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (3) and III.E (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantors. Before instituting such suit, Enforcers shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers’ remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantors are found to have breached any of Grantors’ obligations under this Conservation Easement, Grantors shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys’ fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this

Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantors are complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the “Baseline Documentation”) reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of x color digital images and 0 pages.
- E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the Worcester County Department of Environmental Programs and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantee under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The Grantors who signed this Conservation Easement on the date set forth above ("Original Grantor") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantors warrants that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. In the event Grantee did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any costs of a judicial proceeding allocated by a court to Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantee recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To

this end, and subject to approval by the Rural Legacy Board, Grantors and Grantee have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantee may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantee determines that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and uses compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantors, comply with said law and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to

comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantors at any time owns the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantee shall record this instrument in a timely fashion among the Land Records of Worcester County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantee. Any notices by Grantors to Grantee pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

County Commissioners of Worcester County, Maryland
Worcester County Government Center, Room 1103
1 West Market Street
Snow Hill, MD 21863

or to such other addresses as Grantee may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantee.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of

any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the County Commissioners of Worcester County, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

_____(SEAL)
ANDREA S. BRYAN

_____(SEAL)
NATALIE S. SOEPNEL

_____(SEAL)
GEORGE E. STEVENS

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Andrea S. Bryan, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Natalie S. Soepnel, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared George E. Stevens, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

County Commissioners of Worcester County, Maryland

By: _____ (SEAL)
Diana Purnell, President

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of _____, an attorney admitted to practice by the Court of Appeals of Maryland

Exhibit A
Boundary Description and Property Reference
Page 1 of 2

TO BE COMPLETED

Exhibit A

Boundary Description and Property Reference; Page 2 of 2

Exhibit B: Summary of Conservation Values

Deed of Conservation Easement

Page 1 of 1

1. The Property is within the Coastal Bays Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural, natural resource and water quality protection values, and scenic value from Stockton Road.
3. The property is part of an ___ acre block of contiguous protected land, contributing to the agricultural and natural resource vitality and scenic nature of the area.
4. Minimization of impervious surface contributes to water quality of the Pocomoke River.
5. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2012 Worcester County Land Preservation and Recreation Plan.

Exhibit C

Inventory of Existing Structures

Page 1 of 1

Exhibit D
Color Digital Images
Page 1 of 1

These images are kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 10 color images and 2 pages.

Index Number	Image Taken From	Image Description
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Exhibit E

Aerial/Satellite Image

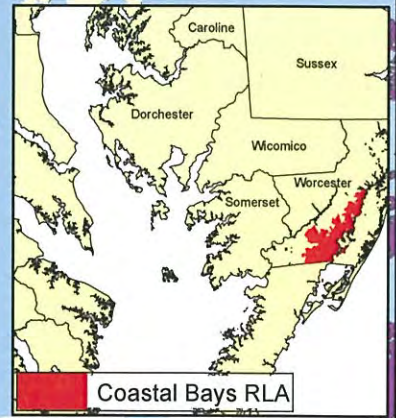
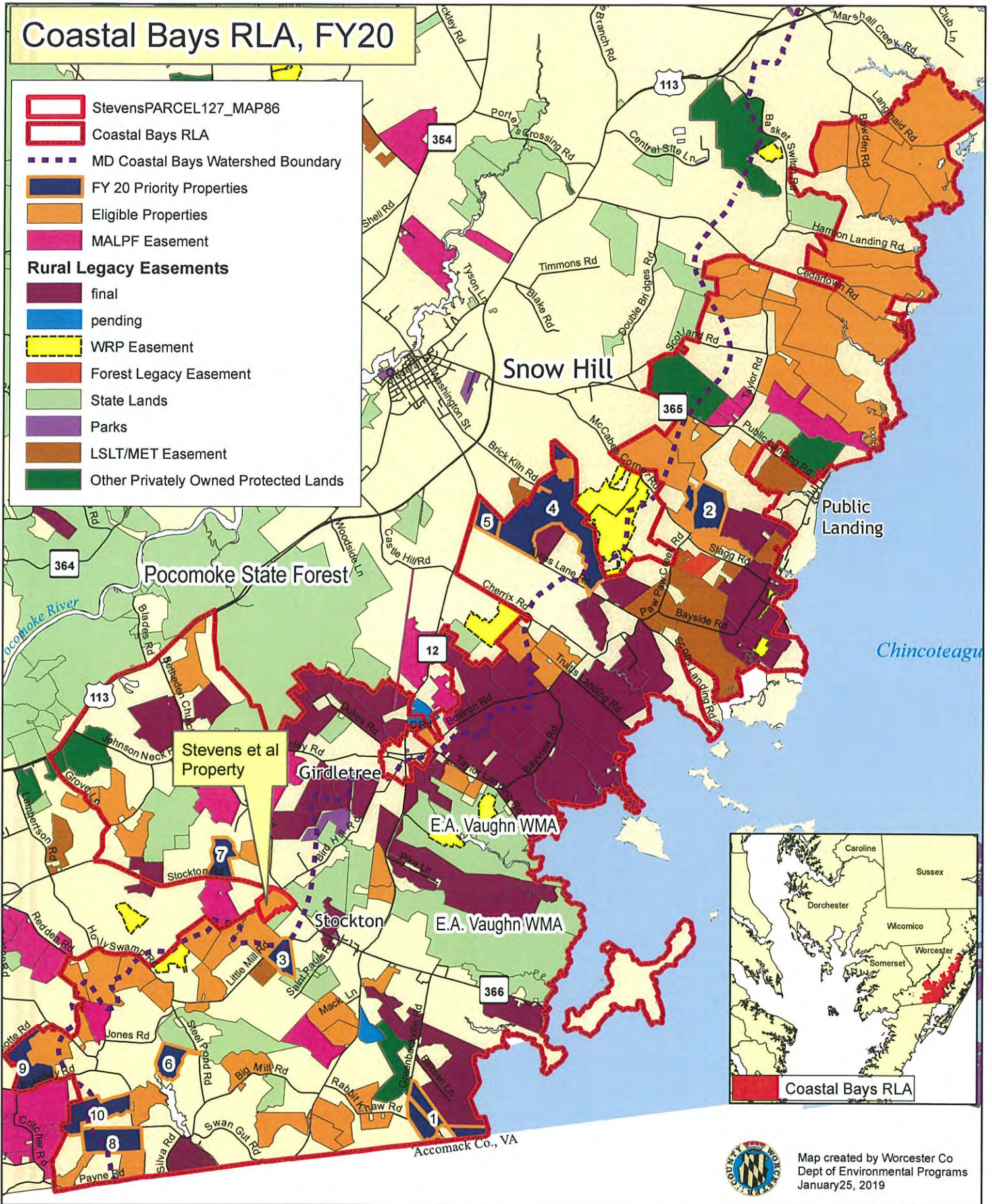
Page 1 of 1

This image is kept on file at the principal office of the Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one page.

Exhibit F
Tax Map Showing Approximate Location of Property
Page 1 of 1

Coastal Bays RLA, FY20

-  StevensPARCEL127_MAP86
-  Coastal Bays RLA
-  MD Coastal Bays Watershed Boundary
-  FY 20 Priority Properties
-  Eligible Properties
-  MALPF Easement
- Rural Legacy Easements**
-  final
-  pending
-  WRP Easement
-  Forest Legacy Easement
-  State Lands
-  Parks
-  LSLT/MET Easement
-  Other Privately Owned Protected Lands



Map created by Worcester Co
 Dept of Environmental Programs
 January 25, 2019

2.5 1.25 0 2.5 Miles



40

Owners: Andrea Bryan, George Stevens, Natalie Soepnel
Map 86, Parcel 127
86.3552 +/- acres



0.1 0.05 0 0.1 Miles

41




17

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Dividing Creek Rural Legacy Area Easement Agreement of Sale**
Barnes, Properties
Pocomoke, Maryland
Tax Map 77, Parcels 8, 121, 124
711.20 Acres Paid Easement
26.58 Acres Unpaid Easements

Date: October 28, 2019

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Dividing Creek Rural Legacy Area (RLA) for approval by the Commissioners. Two before/after appraisals were conducted by two independent appraisers. The easement totals \$1,204/acre, this price was derived by the calculated mean of value of the two appraised values of \$1,299 and \$1,108 per acre. The final price was negotiated with the landowner and MD DNR. The funding, provided by FY19 Dividing Creek Rural Legacy Funds, will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 711.20 +/- acres located on the southeastern side of Dividing Creek Road at Fleming Mill Road, northeast of Pocomoke City, Maryland. An additional 26.58 acres which includes Parcels 122, and 124, will be protected from further subdivision by unpaid conservation easements. These are included within this packet.

P.8
P.16
and 23

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

Citizens and Government Working Together

With respect to this particular property, the land is within the Dividing Creek watershed, is the largest remaining property in the lower Dividing Creek Watershed, it occupies a landscape position that include large portions of waterfront property area for both Dividing Creek and the Pocomoke River, and is adjacent to three large farms protected under MALPF agricultural easements. Protecting this property would truly contribute to the preservation of water quality and scenic benefits in this particular area of Worcester County.

There are currently no structures on the main (paid) easement property, the owner is surrendering all further subdivision and development rights save construction of one (1) residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings. As stated previously, the 26.58 acres included in Parcels 122, and 124, will be protected from further subdivision by unpaid conservation easements

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Purnell, Mr. Higgins, and Ms. Howarth.

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

Enclosures

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: Dividing Creek Rural Legacy Area—Barnes Properties—Tax Map 77, Parcels 8, 121, 124

DATE: October 23, 2019

This project to be funded by FY19 Dividing Creek Rural Legacy Area funds.

An aerial map of the properties is attached, as well as a map showing the location of the properties in the RLA.

Parcel 8 is the largest parcel remaining in the lower Dividing Creek watershed (711.20 +/- acres). It is located at the confluence of Dividing Creek and the Pocomoke River. It borders 2.5 +/- miles of Dividing Creek and has over 1.5 miles of Pocomoke River waterfront. The property contains 110 +/- acres of prime agricultural soils and is adjacent to three farms protected by MALPF (327 +/- acres total). The woodland contains sensitive plant habitat. Protection of this property will contribute to protection of water quality in the Pocomoke River and Chesapeake Bay, protection of farmland and forest resources, and the scenic view from Dividing Creek Road and from the Pocomoke River.

The property has been owned by the Barnes family since 1990. Parcel 121 (21.58 acres) and parcel 124 (5 acres), also owned by family members, were subdivided from the property. These parcels will be protected from further subdivision by unpaid conservation easements.

Parcel 8, on which the paid conservation easement will be placed, will also be restricted from subdivision. One residence will be allowed on the property. Agricultural activities will be allowed but CAFOs will not be allowed on any of the parcels; impervious surface will be strictly limited.

Charlotte Barnes and her brother Charles Barnes have agreed to an easement payment of \$1,204.00 per acre for this property which is 711.20 +/- acres. A survey will determine the exact acreage which will determine the purchase price.

Two appraisals of the before and after value were conducted by two independent appraisers. The easement values were:

McCain: \$924,000; \$1,299 per acre

Lefort: \$788,000; \$1,108 per acre

The summary sheets of these two appraisals are attached. The landowners were offered the mean value of the two appraised values.

Attached please find three (3) Agreements of Sale signed by the property owners. I have indicated on the contracts where signature is required.

Please let me know of any questions you have.

Attachments

<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>	
REPORT TYPE:	Appraisal Report File No. CC14509
REPORT DATE:	February 1, 2019
LOCATION:	Dividing Creek Road Pocomoke, MD 21851 Map 77 Parcel 8
OWNER OF RECORD:	Charlotte L. Barnes & Charles D. Barnes Jr.
LAND AREA BEFORE/AFTER:	711.20 +/- Acres 711.20 +/- Acres
IMPROVEMENTS:	No improvements
ZONING:	A-1/RC
CENSUS TRACT:	9514
FLOOD MAP STATUS:	Zone AE - The subject is located within the Flood Hazard Area. Panel 24047C0335H, July 16, 2015
FLOOD ZONE COMMENTS	The subject is located within the Flood Hazard Area.
HIGHEST AND BEST USE BEFORE:	Agriculture
HIGHEST AND BEST USE AFTER:	Agriculture
PROPERTY RIGHTS APPRAISED:	Fee Simple
BEFORE VALUE	\$3,058,000
AFTER VALUE	\$2,134,000
VALUE OF EASEMENT/DIFFERENCE:	\$924,000
EFFECTIVE DATE	January 23, 2019
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 716.20 +/- Acres Waterfront Agricultural Farm
 Southeast Side Dividing Creek Road (*Adjacent to #1904*)
 @ Fleming Mill Road – South of McMaster Road
 Fronting on the Pocomoke River
 Northeast of Pocomoke City, Worcester Co, Maryland 21851

CENSUS TRACT: 9514

OWNERSHIP AND TAX REFERENCE:

Tax Parcel	Deed Reference	Date of Acquisition	Boundary Survey
Ownership: Charlotte L. Barnes & Charles David Barnes, Jr.			
<u>Map</u>	<u>Parcel</u>	<u>Liber</u> <u>Folio</u>	<u>Land Area</u>
77	8	7226 / 294	711.200 ac.
Previous Subdivison (P. 121)		April 19, 2018 Plat 155, Folio 44	<i>Excluded</i>
Subsequent 5.0 +/- Acre Subdivided Lot		Plat 247, Folio 16	5.000
per Assessment Data			716.200 acres

COMPOSITION: **716.20 +/- Acres (Per Deed and Assessment Data)**
 210 +/- Acres – Tillable/Cleared (29%)
 127 +/- Acres – Woodlands (18%)
 379 +/- Acres – Wetlands (53% - Buffer Woodlands)

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District
 RP; Resource Protection District (Designated Critical Area)

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: 4 minor subdivision rights
 RETAINED RIGHTS: Two (2) Primary Residence rights

FLOOD PLAIN MAP: FEMA Community Map #24047C-0335-H; dated July 16, 2015, majority of upland lies within Zone X (Area of Minimal Flooding). The waterfront and wetland areas of the site fall within Zone AE, defined as areas exhibiting greater than .01 chance (100-year flood).

SOIL CLASSIFICATIONS: - Uplands predominantly Hambrook sandy loam; Hammonton loamy sand; Sassafras sandy loam; Klej loamy sand. Additional pockets present as presented in Soils Description.
 - Wetland acreage concentrated in Chicone mucky silt loam; Puckum muck and Manahawkin muck.

- (Continued on Following Page) -

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (Continued)

EFFECTIVE DATE: January 23, 2019
DATE OF REPORT: March 27, 2019
HIGHEST AND BEST USE:
(Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
(After Easement): Agricultural (Timber) and Recreational Use with Two Primary Residences allowed

VALUE CONCLUSIONS:

“AS IS” MARKET VALUE (BEFORE) -	\$3,200 per Acre	\$2,292,000
VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER)	\$1,504,000	
<i>(Estimate of Unit Value)</i>	<i>- \$2,100 per Acre</i>	
DIFFERENCE (Concluded Value to Easement):		\$ 788,000
<i>(Extracted Unit Value Conclusion)</i>	<i>~ \$ 1,100 per Acre</i>	

The per acre unit value conclusion is considered reliable within a deviation range not to exceed 10 % variance, more or less, to the presented unit size within this appraisal report.

It is noted that a current title commitment was not provided for this assignment. I researched a deed and other information related to the property being appraised, but it is uncertain if this information encompasses all outstanding rights or reservations currently found on the subject property. It is assumed that there is clear uniform title to the property and that there are no additional encumbrances or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or reappraisal of the property so that the estate appraised matches the estate to be transferred.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 201____ is made by and between Charlotte L. Barnes and Charles David Barnes, Jr., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 711.20 +/- acres total, more or less, and located on the southeast side of Dividing Creek Road in Pocomoke City, Maryland, having tax ID number of 07-006322.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a description of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be One Thousand Two Hundred and Four Dollars (\$1,204.00) per acre, of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before June 30, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

Agreement of Sale between Charlotte L. Barnes and Charles David Barnes, Jr and County Commissioners of Worcester County.

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

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

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

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

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

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

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

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 711.20 acres. The purchase price of the easement shall be \$1,204.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 711.20 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based upon the

updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

SECTION 13. ACCOMPANYING AGREEMENTS OF SALE AND DEED OF EASEMENTS

The purchase of this conservation easement is contingent upon the recordation of conservation easements restricting subdivision and commercial uses on additional properties:

- i) property located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 21.58 +/- acres total, more or less, and located at 1904 Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-008430. Plat recorded August 26, 1998 at RHO 155/44, Deed 5194/225.
- ii) property located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 5 +/- acres total, more or less, and located on the Southeast side Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-769126; plat recorded December 7, 2018 at SRB 247/16, Deed 7355/0459.

This Agreement of Sale can be terminated by Buyer without penalty if the agreements of sale are not executed and the deeds of conservation easements are not recorded on the properties listed in Section 13 (i) and (ii).

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

Witness/Attest:

SELLERS

Nora Roman

By: Charlotte L. Barnes (Seal)
Charlotte L. Barnes

Nora Roman

By: Charles David Barnes, Jr. (Seal)
Charles David Barnes, Jr.

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Diana Purnell
President

Approved as to legal form and sufficiency.

Agreement of Sale between Charlotte L. Barnes and Charles David Barnes, Jr and County Commissioners of Worcester County

Maureen Howarth
Worcester County Attorney

Exhibit A. Agreement of Sale by and between CHARLES DAVID BARNES, JR., AND CHARLOTTE L. BARNES (“Sellers”) and the County Commissioners of Worcester County, Maryland (“Buyer”).

All that lot or parcels of land, situate, lying and being situate in the Seventh Tax District of Worcester County, Maryland, located on the south side of Dividing Creek Road, containing 711.20 acres more or less, being “Parcel 8” conveyed to the Seller by PNC Bank, N.A., by Deed dated April 19, 2018 and recorded among the Land Records of Worcester County, Maryland in Liber 7226, Folio 294.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 201_ is made by and between Dylan Tyler Barnes, ("Seller"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Seller is the owner of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 5 +/- acres total, more or less, and located on the Southeast side Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-769126
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be One Dollar (\$1.00).

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before June 30, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works for the easement related to tax ID number 07-006322.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Seller shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those

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

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

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

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

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

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

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

7.2. Seller represents and warrants that:

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

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

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve the purchase of a conservation easement on the property with tax ID 07-0006322, the Buyer, at its sole option, may terminate this Agreement by written notice to Seller, and the parties shall have no further obligation to each other.

SECTION 12. ACCOMPANYING AGREEMENTS OF SALE AND DEED OF EASEMENTS

The signing of this Agreement of Sale and purchase of this conservation easement is contingent upon the signing of agreements of sale and recordation of conservation easements restricting subdivision and commercial uses on two properties:

- i) property located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 21.58 +/- acres total, more or less, and located at 1904 Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-008430. Plat recorded August 26, 1998 at RHO 155/44 Deed 5194/225.
- ii) property located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 711.20 acres total, more or less, and located on the Southeast side Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-00632, Deed 7226/294.

This Agreement of Sale can be terminated by Buyer without penalty if the agreements of sale are not executed and the deeds of conservation easements are not recorded on the properties listed in Section 12 (i) and (ii).

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

Witness/Attest:



SELLER

By: 
_____ (Seal)
Dylan Tyler Barnes

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Diana Purnell
President

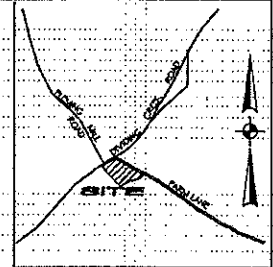
Approved as to legal form and sufficiency.

Maureen Howarth
Worcester County Attorney

Exhibit A: Agreement of Sale between Dylan Tyler Barnes and County Commissioners of Worcester County

SRD LIBER 247 FOLIO 16
RECORDED
DEC 07 2018

MINOR SUBDIVISION
OF THE LANDS OF
CHARLOTTE L. BARNES &
CHARLES DAVID BARNES, JR.
TAX MAP 77 GRID 15 W6 PARCEL 8 DEED: 7226/294
SEVENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND



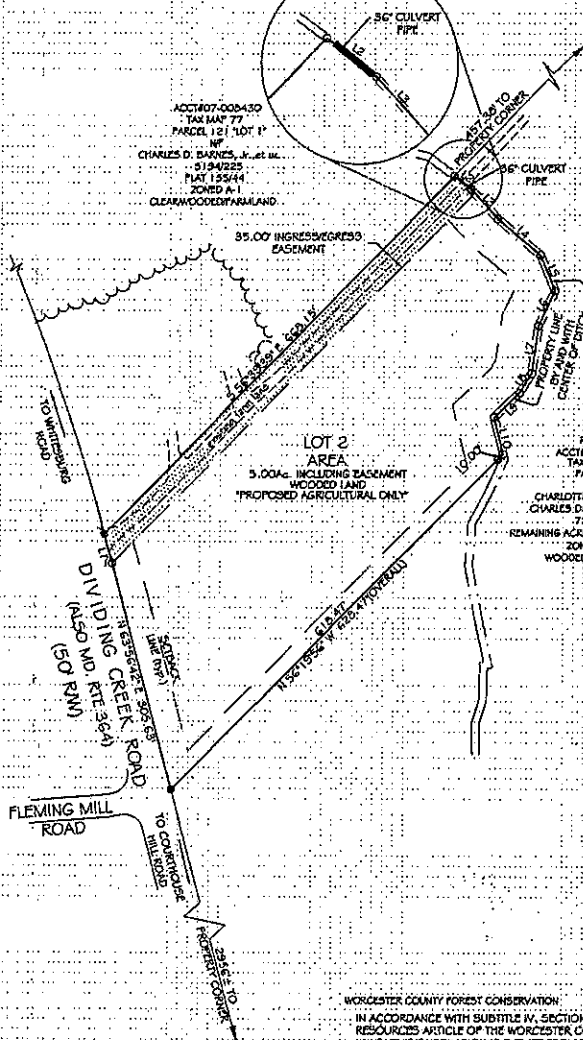
VICINITY MAP
SCALE: 1" = 1000'

LEGEND

- - IRON PIPE FOUND
- - IRON ROD FOUND
- - IRON ROD W/ CAP SET
- - PROPERTY CORNER
- - CONCRETE MONUMENT SET
- - CONCRETE MONUMENT FOUND
- ⊕ - POWER POLY UTILITY POLE

NOTES:

- 1) NO ABSTRACT TITLE WAS PROVIDED PRIOR TO THIS SURVEY.
- 2) NO UTILITIES WERE FOUND ON SITE AT THE TIME OF THIS SURVEY.
- 3) BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP 24047C 0355 H, DATED 07/16/15, THE LOT SHOWN IS LOCATED IN ZONES AE 4-X.
- 4) NO WATER OR SEWER WAS LOCATED FOR THIS LOT.
- 5) ZONING: A-1
SETBACKS: FRONT YARD- 35'
SIDE YARD- 20'
REAR YARD- 50'
- 6) THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE AN AGRICULTURAL LOT FROM PARCEL 8, TO BE KNOWN AS LOT 2, LEAVING APPROXIMATELY 711.20A± PER COUNTY RECORDS.
- 7) THERE ARE NO AGRICULTURAL STRUCTURES WITHIN 200' OF THESE PROPERTY LINES.
- 8) THIS SITE IS LOCATED IN THE DIVIDING CREEK SUBWATERSHED (2130204).
- 9) NO WETLANDS HAVE BEEN Delineated ON THIS PARCEL AT THE TIME OF SURVEY.



LINE	BEARING	DISTANCE
L1	N 63°27'27" E	44.80'
L2	S 26°00'53" W	27.99'
L3	S 36°27'51" W	53.34'
L4	S 29°27'12" W	74.64'
L5	S 56°22'17" W	52.63'
L6	N 75°27'13" W	51.56'
L7	S 89°14'51" W	64.51'
L8	N 89°21'39" W	30.11'
L9	N 54°34'29" W	46.71'
L10	S 65°03'29" W	56.23'

OWNER/DEVELOPERS CONSENT

THE SUBDIVISION OF LAND SHOWN ON THIS PLAN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS THEREOF. THE LAND SHOWN HEREON HAS BEEN Laid OUT AND PLAT HEREON PREPARED IN ACCORDANCE WITH THE PROVISIONS OF REAL PROPERTY ARTICLE 3-106 OF THE ANNOTATED CODE OF MARYLAND.

Charlotte L. Barnes
CHARLOTTE L. BARNES
P.O. BOX 716
FRUITLAND, MARYLAND 21026
DATE

Charles D. Barnes, Jr.
CHARLES D. BARNES, JR.
1804 DIVIDING CREEK ROAD
FOOCOMORE, MARYLAND 21051
DATE

WORCESTER COUNTY FOREST CONSERVATION

IN ACCORDANCE WITH SUBTITLE IV, SECTION 1-405(b)(1) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LOCAL LAWS, THIS SUBDIVISION IS EXEMPT FROM THE COUNTY'S FOREST CONSERVATION LAW SINCE THE SUBDIVISION IS FOR AGRICULTURAL PURPOSES ONLY. ANY FUTURE APPROVAL OF THE LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.

WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

THIS SUBDIVISION OF LANDS IS APPROVED FOR AGRICULTURAL PURPOSES ONLY. ANY FUTURE APPROVAL FOR WATER AND SEWERAGE SYSTEMS TO UTILIZE THIS LAND FOR BUILDING PURPOSES WILL BE SUBJECT TO THE REGULATIONS IN EFFECT AT THAT TIME. IN ORDER TO CONVERT SAID LOT(S) TO BUILDABLE STATUS, A REVISED SUBDIVISION PLAN IS REQUIRED TO BE APPROVED AND RECORDED IN THE LAND RECORDS OF WORCESTER COUNTY.

George E. Young, III
GEORGE E. YOUNG, III, LEWS
12-4-18
DATE

WORCESTER COUNTY PLANNING AND ZONING COMMISSION

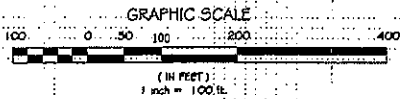
THE GRANT OF A PERMIT OR APPROVAL OF THIS SUBDIVISION SHALL NOT CONSTITUTE A REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND BY WORCESTER COUNTY OR BY ANY OFFICIAL OR EMPLOYEE THEREOF, OF THE PRACTICABILITY, DURABILITY OR SAFETY OR ANY PROPOSED USE, AND SHALL CREATE NO LIABILITY UPON THE COUNTY, ITS OFFICIALS OR EMPLOYEES. ANY APPROVAL BY THE WORCESTER COUNTY ENVIRONMENTAL PROGRAMS OF ANY POWER OR WATER SYSTEM OR SUITABILITY THEREFOR IS BASED UPON STATE AND COUNTY STANDARDS EXISTING AS OF THE DATE OF APPROVAL. SUCH STANDARDS ARE SUBJECT TO CHANGE AND A BUILDING PERMIT MAY BE DENIED IN THE FUTURE, IN THE EVENT CURRENT STANDARDS CANNOT BE MET AS OF THE DATE OF APPLICATION FOR SUCH PERMIT THE APPROVAL SHOWN HEREON IS NOT SUFFICIENT APPROVAL FOR A BUILDING PERMIT.

h.p.d.
PLANNING COMMISSION AUTHORITY
12-6-2018
DATE

SURVEYORS CERTIFICATE

I, GEORGE E. YOUNG, III, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO CERTIFY THE LAND SHOWN HEREON HAS BEEN Laid OUT AND PLAT HEREON PREPARED IN ACCORDANCE WITH THE PROVISIONS OF REAL PROPERTY ARTICLE 3-106 OF THE ANNOTATED CODE OF MARYLAND.

George E. Young, III
George E. Young, III
Professional Land Surveyor MD, No. 10854
DATE: 12-4-18
VAL. No. 1700
DE. No. 534



GEY
GEORGE E. YOUNG, III, P.C.

ENGINEERS & SURVEYORS
1008 MARKET STREET
FLOODCREEK, MARYLAND 21051
EMAIL: GYO@GEYPC.COM
PHONE: (410) 957-2149

TAXI: (410) 957-2826

SCALE: 1" = 100' (HORIZONTAL)
DATE: 12-4-18
DATE DRAWN: 12-20-18
DRAWN BY: GYO
CHECKED BY: GYO
DATE CHECKED: 12-20-18
SHEET: 1 OF 1

P229.204

MSA 51257-9187

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 201____, is made by and between Charles David Barnes, Jr. and Pamela G. Barnes, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owner of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 21.58 +/- acres total, more or less, and located on the Southeast side Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-008430
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a description of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be One Dollar (\$1.00).

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before December 31, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works, for the easement related to tax ID number 07-006322.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

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

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

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

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

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

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

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

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve the purchase of a conservation easement on the property with tax ID 07-006322, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

SECTION 12. ACCOMPANYING AGREEMENTS OF SALE AND DEED OF EASEMENTS


The signing of this Agreement of Sale and purchase of this conservation easement is contingent upon the signing of agreements of sale and recordation of conservation easements restricting subdivision and commercial uses on two adjacent properties:

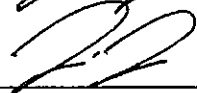
- i) property located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 5 +/- acres total, more or less, and located on the Southeast side Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-769126; plat recorded December 7, 2018 at SRB 247/16, Deed 7355/459.
- ii) property located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 711.20 acres total, more or less, and located on the Southeast side Dividing Creek Road, Pocomoke City, Maryland, 21851 having tax ID number of 07-006322, which was conveyed to the Grantors by PNC Bank, N.A. by Deed dated April 19, 2018 and recorded among the Land Records of Worcester County, Maryland in Deed 7226/294.

This Agreement of Sale can be terminated by Buyer without penalty if the agreements of sale are not executed and the deeds of conservation easements are not recorded on the properties listed in Section 12 (i) and (ii).

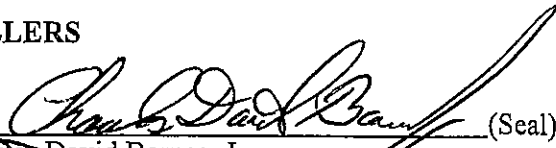
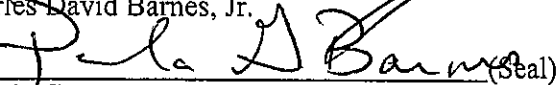
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:





SELLERS

By:  (Seal)
 Charles David Barnes, Jr.
 By:  (Seal)
 Pamela G. Barnes

BUYER

County Commissioners of Worcester County, Maryland

 Harold L. Higgins
 Chief Administrative Officer

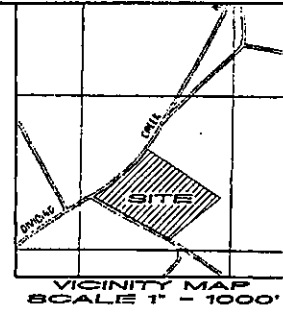
By: _____ (Seal)
 Diana Purnell
 President

Approved as to legal form and sufficiency.

 Maureen Howarth
 Worcester County Attorney

RHO 155/44

**MINOR SUBDIVISION
OF THE LANDS OF
ELLEN D. BARNES, et al.
TAX MAP 77 BLOCK 0 P/O PARCEL 8 DEED 1617/253
SEVENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND**

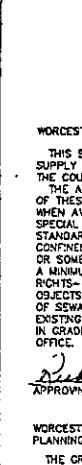


LINE	LENGTH	BEARING
L1	45.31	N63°52'21"E
L2	1.36	S50°30'00"W
L3	83.67	N52°33'49"W
L4	718.16	N54°35'35"W

LEGEND

- - IRON ROD FOUND
- - IRON ROD w/CAP SET
- - PROPERTY CORNER
- - CONCRETE MONUMENT SET
- - CONCRETE MONUMENT FOUND
- - POWER POLE/UTILITY POLE
- ⊙ - PROPOSED WELL
- △ - SEPTIC
- ⊕ - SOIL PROFILE

FILED
MAY 26 3 51 PM '98
RICHARD H. QUINTELL
CIVIL ENGINEER
#081601



WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

THIS SUBDIVISION IS APPROVED FOR INTERIM INDIVIDUAL WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS IN ACCORDANCE WITH THE COUNTY COMPREHENSIVE WATER AND SEWER PLAN. THE APPLICANT OR ANY FUTURE OWNER MUST DISCONTINUE USE OF THESE SYSTEMS AND CONNECT TO THE COMMUNITY SYSTEM(S) WHEN AVAILABLE. THE DISPOSAL SYSTEMS ARE RESTRICTED TO SPECIAL DESIGN MEETING CURRENT ENVIRONMENTAL PROGRAM'S STANDARDS. WATER SUPPLYING THE WELLS SHALL BE FROM A CONFINED AQUIFER (APPROX. 50 FT. BELOW THE GROUND LEVEL) OR SOME DEEPER CONFINED AQUIFER. (FOR EACH BUILDING UNIT, A MINIMUM OF 10,000 SQ. FT. EXCLUSIVE OF BUILDINGS, EASEMENTS RIGHTS-OF-WAY AND SUCH OTHER PERMANENT OR PHYSICAL OBJECTS, SHALL BE PROVIDED FOR THE SUBSURFACE DISPOSAL OF SEWAGE.) SOIL EVALUATIONS WERE COMPLETED BASED ON EXISTING ELEVATIONS. ANY ALTERATION OF ELEVATION OR CHANGE IN GRADE ARE PROHIBITED WITHOUT PRIOR APPROVAL OF THIS OFFICE.

Richard H. Quintell *Archie*
APPROVING AUTHORITY DATE

WORCESTER COUNTY PLANNING AND ZONING COMMISSION

THE GRANT OF A PERMIT OR APPROVAL OF THIS SUBDIVISION SHALL NOT CONSTITUTE A REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND BY WORCESTER COUNTY OR BY ANY OFFICIAL OR EMPLOYEE THEREOF, OF THE PRACTICABILITY, BUILDABILITY OR SAFETY OR ANY PROPOSED USE, AND SHALL CREATE NO LIABILITY UPON THE COUNTY, ITS OFFICIALS OR EMPLOYEES. ANY APPROVAL BY THE WORCESTER COUNTY ENVIRONMENTAL PROGRAMS OF ANY SEWER OR WATER SYSTEM OR SUITABILITY THEREFOR IS BASED UPON STATE AND COUNTY STANDARDS EXISTING AS OF THE DATE OF APPROVAL. SUCH STANDARDS ARE SUBJECT TO CHANGE AND A BUILDING PERMIT MAY BE DENIED IN THE FUTURE. IN THE EVENT CURRENT STANDARDS CANNOT BE MET AS OF THE DATE OF APPLICATION FOR SUCH PERMIT THE APPROVAL SHOWN HEREON IS NOT SUFFICIENT APPROVAL FOR A BUILDING PERMIT.

Richard H. Quintell *Archie*
PLANNING COMMISSION-AUTHORITY DATE

WORCESTER COUNTY FOREST CONSERVATION PROGRAM

IN ACCORDANCE WITH SUBTITLE IV, SECTION 1-403(b)(9) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LOCAL LAWS, THIS SUBDIVISION IS EXEMPT FROM THE COUNTY'S FOREST CONSERVATION LAW SINCE THE PARCEL IS BEING CREATED FOR THE PURPOSE OF CONSTRUCTING A DWELLING HOUSE INTENDED FOR THE USE OF THE OWNER OR IMMEDIATE FAMILY MEMBER OF THE OWNER PROVIDED THAT THE ACTIVITY DOES NOT RESULT IN THE CUTTING, CLEARING OR GRADING OF MORE THAN 40,000 SQUARE FEET OF FOREST; AND IS SUBJECT OF A DECLARATION OF INTENT FILED WITH THE COUNTY. THE DECLARATION OF INTENT - IMMEDIATE FAMILY TRANSFER SHALL REMAIN VALID FOR A PERIOD OF FIVE YEARS FROM THE DATE OF LOCAL AUTHORIZATION. FURTHERMORE, ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.

SEWAGE AREA COORDINATES

- SP1 - N-3969.3227
E 6109.2772
- SP2 - N-3811.0393
E 6074.4617
- SP3 - N-3928.6437
E 6179.4824
- SP4 - N-3000.8655
E 6232.578
- SP5 - N-3840.7357
E 6189.5815
- SP6 - N-3871.9519
E 6140.6842
- SRA1 - N-3973.7205
E 6114.0594
- SRA2 - N-3909.964
E 6074.6821
- SRA3 - N-3839.0128
E 6189.5338
- SRA4 - N-3002.8194
E 6228.9512

OWNER/DEVELOPER'S CONSENT

THE SUBDIVISION OF LAND SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS THEREOF. THE LAND SHOWN HEREON HAS BEEN LAID OUT AND PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF REAL PROPERTY ARTICLE 3-108 OF THE ANNOTATED CODE OF MARYLAND.

Ellen D. Barnes *Archie*
ELLEN D. BARNES DATE
3951 WHITESBURG ROAD
PODOMOKE, MARYLAND 21851

Isaac Hecht *Archie*
ISAAC HECHT DATE
315 N. CHARLES STREET
BALTIMORE, MARYLAND 21201-4325

Francis W. ... *Archie*
APPROVING AUTHORITY DATE
MERCANTILE SAFE DEPOSIT & TRUST Co.
P.O. BOX 2857
BALTIMORE, MARYLAND 21287

SURVEYOR'S CERTIFICATE

I, GEORGE E. YOUNG, III, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO CERTIFY THE LAND SHOWN HEREON HAS BEEN LAID OUT AND PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF REAL PROPERTY ARTICLE 3-108 OF THE ANNOTATED CODE OF MARYLAND.

George E. Young, III *Archie*
George E. Young, III DATE
Professional Land Surveyor No. 10854

CHEY

DESIGNERS & SURVEYORS
1504 MARKET STREET
PODOMOKE, MARYLAND 21851
PHONE: (410)-957-2148
(410)-832-2434
(410)-478-5498
(410)-967-2928

SCALE: 1" = 200' REVISIONS:
DATE: 07/22/98 7/23/98 PARL COMMENTS:
DATE: 07/22/98
DATE: 07/22/98
DATE: 07/22/98
DATE: 07/22/98

SHEET 1 OF 1

MSA 384 1a57-3354

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20____, by and between CHARLES DAVID BARNES, JR, and CHARLOTTE L. BARNES, having an address at 1904 Dividing Creek Road, Pocomoke City, Maryland 21851 (collectively, "Grantors") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantors own in fee simple ~~711.20 TBD~~ by survey acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by PNC Bank, N.A. by Deed dated April 19, 2018 and recorded among the Land Records of Worcester County, Maryland in Liber 7226, Folio 294 (the "Property"). The location of the Property is Southeast side of Dividing Creek Road, Pocomoke City, MD 21851. The Property is identified on tax map 77, parcel 8.

WHEREAS, the Property consists of ~~1.4~~ +/- acres of agricultural land and ~~0.4~~ +/- acres of woodland; and scenic value of significant public benefit on Creek Road.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property, as provided in this Conservation Easement for the purposes set forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of (payment to be determined by survey) to Grantors as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of (payment to be determined by survey) the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantee and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: (1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (2) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit.

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes ("Conservation Purpose"). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as

authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantee in writing before undertaking such activity.

B. Agricultural Uses and Activities. "Agriculture," or "Agricultural" as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

C. Commercial Uses and Activities. "Commercial" means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors' mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantee's approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantors, into derivatives thereof.

(5) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantors; or (ii) derivatives produced pursuant to III.C.(4) above;

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property. However, this paragraph shall not be construed as to prevent the Grantors from traversing their property in an ATV, ORV or OHV in a manner consistent with the provisions of this easement.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit ("Primary Dwelling Unit"). The permitted Primary Dwelling Unit may be constructed, remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantee. The location or relocation of the Primary Dwelling Unit, or the conversion of any previously non-residential Structure to the Primary Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V

below. The Primary Dwelling Unit may not exceed a gross floor area of four thousand (4,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

The total number of all Dwelling Units on the Property shall never exceed one (1). The location of any new Structure containing a Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below.

(2) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving the Primary Dwelling Unit (for example: detached garage; well house; boat house; pool house; swimming pool; pier; Structures related to hunting such as deer stands or waterfowl blinds);

(3) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(4) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantee's approval in accordance with the provisions of Article V below; and

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed one percent (1%) of the Property, or acres. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt, excluding however, reasonable means of access to the Primary Dwelling Unit, so long as such access does not exceed an average of twenty (20) feet in width.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property only and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use

of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of Grantee, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. A one-hundred (100) foot vegetative buffer strip along the Pocomoke River and each side of all perennial streams is required on the Property. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantee's approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan. Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan,

including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management. The Grantor shall implement a Forest Stewardship Plan ("the Plan") in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantor and a licensed, registered forester, as land use practices or management changes, however, Grantor shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantor shall provide a copy of the Plan and any revisions to the Plan to Grantee.

At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- (2) a vegetation map, a soils map and a topographic map;
- (3) an access plan for the Property, including all areas to be commercially managed;
- (4) erosion control measures, specifically addressing water bodies and wetland areas; and
- (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the "Guidelines"), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or

dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Q. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantors Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantors hereby grant to Grantee all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantors can take certain actions Grantee must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing a Dwelling Unit, as per Article III.E(1);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(4);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(4); and
- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantee, Grantors shall submit to Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee shall

evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantee deems the submission complete ("Request"), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement.

If Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantee shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantee;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantee for Grantee's actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Dwelling Unit, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

C. Grantee shall each provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed a denial by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantee of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantee, in their sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantee or the RLB or the OAG ("Enforcers"), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantors at their last known address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (2) and III.E (3) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantors. Before instituting such suit, Enforcers shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantors are found to have breached any of Grantors' obligations under this Conservation Easement, Grantors shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantors are complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the "Baseline Documentation") reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Property Boundary Survey is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of () color digital images and one (1) page.
- E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the Worcester County Department of Environmental Programs and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.
- F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantee as an aid for locating the Property. It is not a plat

or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantee under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The grantors who signed this Conservation Easement on the date set forth above ("Original Grantors") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the

current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by the Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. The granting of this Conservation Easement gives rise to a property right, immediately vested in Grantees, with a fair market value of the Property on the effective date of this Conservation Easement. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions, terms and conditions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, the Grantors and the State of Maryland shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the then current fair market value of the relative proportionately valued real estate interests of the Grantors and the Grantees. Grantees acknowledge and agree that such proceeds from any condemnation award attributed to this Conservation Easement shall be payable exclusively to the State of Maryland which has provided the necessary funding for acquisition of this Conservation Easement.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantee recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, and subject to approval by the Rural Legacy Board, Grantors and Grantee have the right to agree to amendments to this Conservation Easement; provided, however, that:

- (1) The amendment must be approved in writing by the Rural Legacy Board, and such

approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantee may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantee determines that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantee shall record this instrument in a timely fashion among the Land Records of Worcester County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantee. Any notices by Grantors to Grantee pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

County Commissioners of Worcester County, Maryland
Worcester County Government Center, Room 1103
1 West Market Street
Snow Hill, MD 21863

and to

Rural Legacy Program
Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD. 21401

or to such other addresses as Grantee may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantee.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart

shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto County Commissioners of Worcester County, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

Charlotte L. Barnes (SEAL)
CHARLOTTE L. BARNES

Charles David Barnes, Jr. (SEAL)
CHARLES DAVID BARNES, JR.

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY; that on this 14 day of Oct, 2019 before me the subscriber, a Notary Public of the State aforesaid, personally appeared Charlotte L. Barnes, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

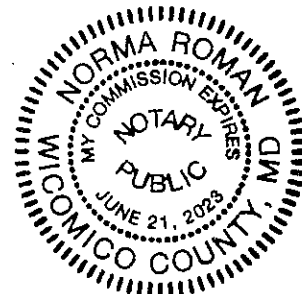
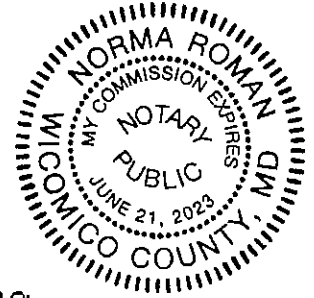


Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Norm Roman
Notary Public
My Commission Expires: 6/21/23



STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this 14 day of Oct, 2019 before me the subscriber, a Notary Public of the State aforesaid, personally appeared Charles David Barnes, Jr., known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

County Commissioners of Worcester County, Maryland

By: _____ (SEAL)
Diana Purnell, President

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of _____, an attorney admitted to practice by the Court of Appeals of Maryland.

Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit A
Boundary Description and Property Reference
Page 1 of 1

All that certain lot or parcel of land lying and being situate in the Seventh Tax District of Worcester County, Maryland being more particularly designated and described on a Plat entitled "" made by and said to contain acres of land more or less and recorded among the Land Records of Worcester County, Maryland in SVH Book, Page .

Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit A

Boundary Description and Property Reference; Page 2 of 2

Exhibit B: Summary of Conservation Values

Deed of Conservation Easement

Clarke

Page One of One

1. The Property is within the Dividing Creek Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural and natural resource and water quality protection values, and scenic value from Dividing Creek Road.
3. The property boundary on the south is the Pocomoke River, a tributary of the Chesapeake Bays, with high conservation value.
4. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2012 Worcester County Land Preservation and Recreation Plan.

Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit C

Inventory of Existing Structures

Page 1 of 1

No structures

Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR. ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit D
Color Digital Images
Page 1 of 1

These images are kept on file at the principal office of the Worcester County Environmental Programs Department and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 6 color images and 1 page.

Index Number	Image Taken From	Image Description
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Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit E

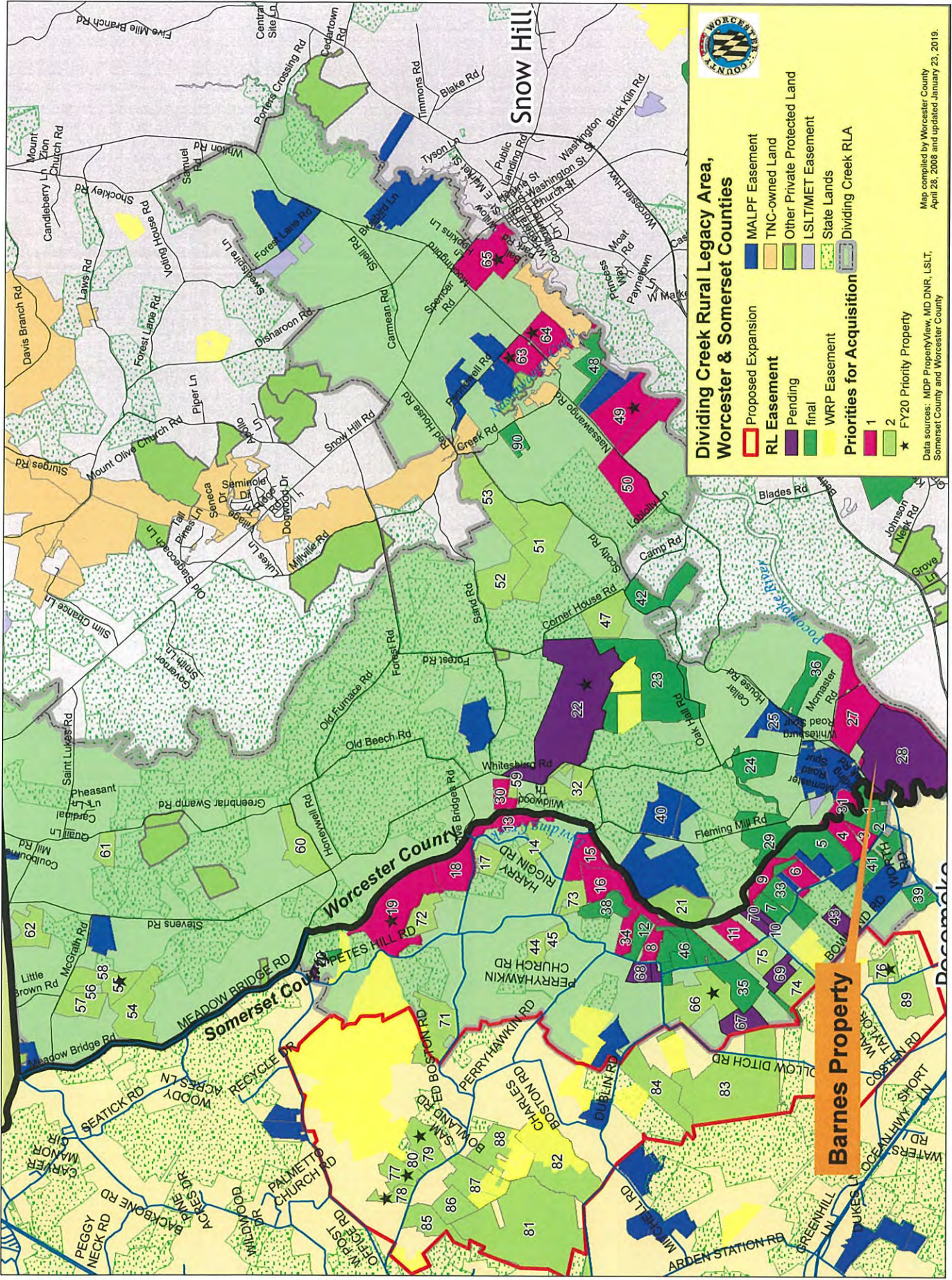
Aerial/Satellite Image

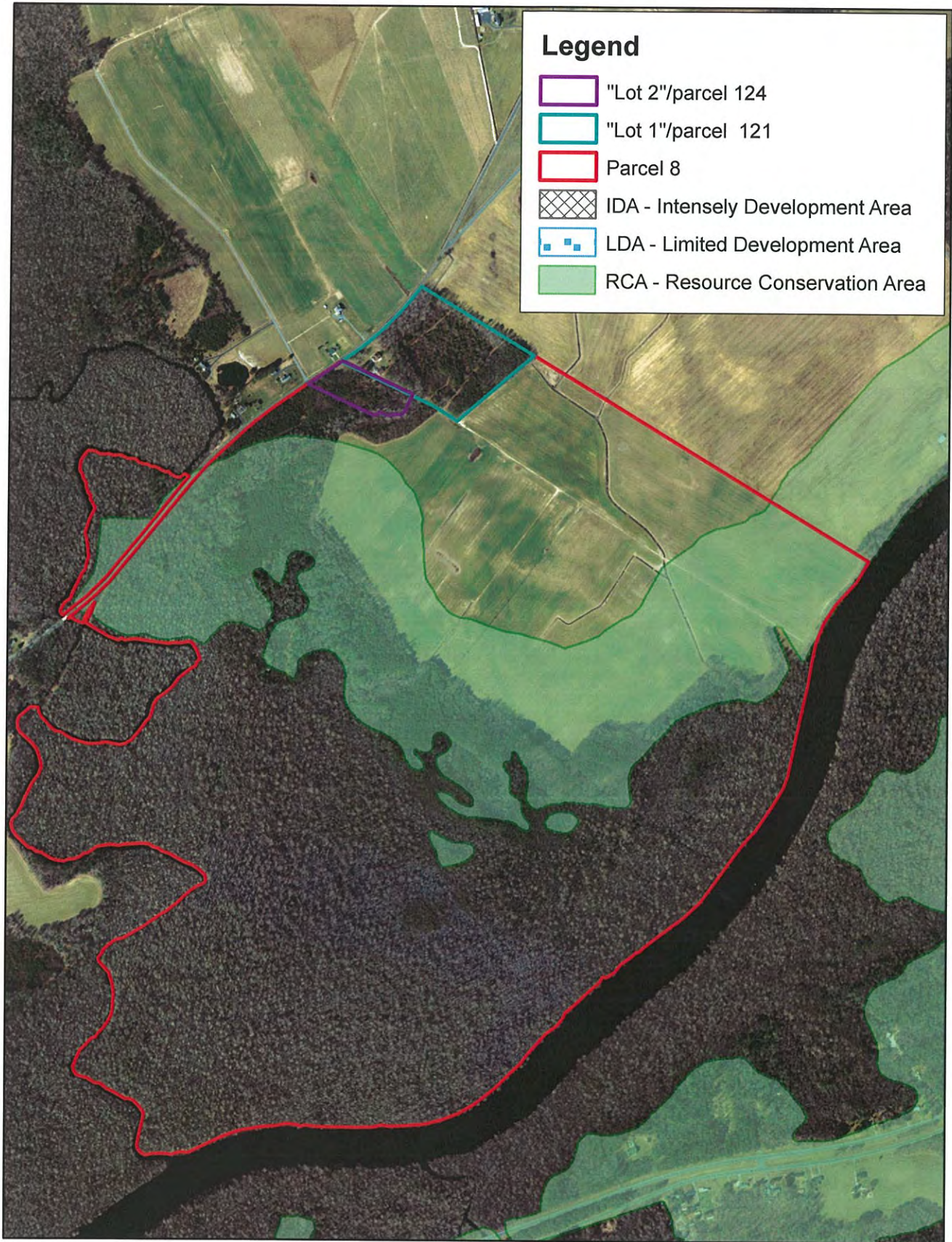
Page 1 of 1

This image is kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one page.

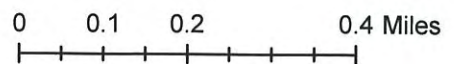
Exhibit B. Agreement of Sale by and between CHARLOTTE L. BARNES AND CHARLES DAVID BARNES, JR., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit F
Tax Map Showing Approximate Location of Property





Barnes Property
 TM 77, Parcel 8; 716.20 acres
 TM 77, Parcel 121 ("Lot 1"); 21.58 acres
 TM 77, Parcel 124 ("Lot 2"); 5.00 acres





18

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation & Parks
DATE: October 23, 2019
SUBJECT: Bid Proposal –Utility Tractor with Front-End Loader

I have enclosed for your review and approval a compact tractor with front-end loader bid proposal for the Worcester County Recreation & Parks Department. The utility tractor with front-end loader is to be used throughout the County for a variety of projects and duties at the parks and recreational areas. The funding for this capital equipment, \$32,000, is included in the Recreation and Parks Department FY2019-20 operating budget within the capital equipment account # 100.1602.500.9010.070

Thank you, in advance, for your consideration of this bid proposal request. Approval to bid was received June 28, 2019. Please list Bill Rodriguez, 443.614.2152, as the contact person for the bid proposal. Please feel free to call me at 410.632.2144, extension 2505, if I can be of assistance or if you have any questions.

Attachments

cc: William Rodriguez
Darcy Billetdeaux

**WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
UTILITY TRACTOR W/FRONT-END LOADER**

INSTRUCTIONS TO BIDDERS

TAXES

- The County is exempt from all Federal and State taxes. Bidder's prices should reflect same.

SCOPE OF WORK

- Supply and deliver one (1) new compact tractor with front-end loader as described in specifications to:

John Walter Smith Park
6022 Public Landing Road
Snow Hill, MD 21863

SPECIFICATIONS

TRACTOR

- Engine: Diesel type -Minimum 57 net engine horsepower.
Minimum 61 gross horsepower
- Drive train: Four-wheel drive
- Cooling System: Liquid
- Cylinders: 4
- Lubrication Type: Full pressure with integral automotive type spin-on type filter
- Fuel System: Injector pump with shut off solenoid and glow-plug warm up
- Electrical System: 45amp minimum, regulated alternator
12-volt charging system with key-start and stop switch
Operator presence system for operator safety
- Air cleaner: Dry type with air restriction indicator
- Dash Controls: Hour meter
Oil pressure and low oil gauge
Glow plug light
Parking Break Indicator
Fuel Gauge
Coolant Temperature Gauge
Electrical Charge Warning Indicator
Turn Signal/ Hazard Indicator
Master System Warning Indicator
Regeneration Indicator
Engine RPM Increase Indicator
Parked Regeneration Indicator
Engine Warning Indicator
Emissions Indicator

- Brakes: Tachometer
Left side brake pedals (HST)
Wet disc brakes
Service parking brake
- Transmission: Hydrostatic with 3- range transmission- Low/Medium/High
- PTO: Rear PTO, 540 RPM
Minimum 50 PTO horsepower
- 3-point hitch: Category I/II
Standard drawbar
Minimum 2,300 lbs. lift capacity @ 24" aft of hitch
- Hydraulics: Open Center – Gear type- Dual Pumps
Hydraulic pump, minimum total hydraulic flow of 14.4 GPM
Power steering pump, minimum flow of 4.9 GPM
Remote/3 pt. hitch, minimum flow 9.5 GPM
Dual mid selective control valve with quick couplers
Single rear selective control valve with quick couplers
- Tires: R3 Turf Tires
- Seat: Deluxe high-back suspension, safety seat with seat belt
- Steering: Hydrostatic Power Steering with automotive type steering wheel
- ASAE and OSHA approved roll-over protective structure (ROPS) required

Front-end Loader

- 72" minimum width heavy duty material bucket
- 42" Pallet forks
- Joystick loader controls
- Hood guard and bucket level indicator
- Lift capacity: minimum 2,250 lbs. to max height at pivot pin
- Lift capacity: minimum 1,675 lbs. @500 mm.
- Breakout force: minimum 3,100 lbs. at pivot pin
- Maximum lift height: minimum 105" to pivot pin

OTHER REQUIREMENTS

- Tractor and front-end loader shall be new and not used.
- **Twenty-four months, unlimited hours warranty.**
- **48-hour delivery on replacement parts.**
- Owner's manual shall be included.
- Service manual shall be included.
- Parts manual shall be included.
- Letter verifying warranty and service information.
- List of vendors for repairs and replacement parts.

TERMS AND CONDITIONS

- The County reserves the right to request clarification of information submitted and to request additional information from one or more bidders.
- If, through any cause, the contractor shall fail to fulfill in a timely and proper manner, the obligations agreed to, the County shall have the right to terminate its contract by specifying the date of termination in a written notice to the contractor at least thirty (30) calendar days before the termination date.

**WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
UTILITY TRACTOR WITH FRONT-END LOADER**

BID FORM

I/we have reviewed the specifications and provisions for furnishing one (1) new utility tractor with front-end loader. I/we propose to furnish one (1) new utility tractor with front-end loader according to specifications. The price quoted shall include all transportation charges fully prepaid and delivered to John Walter Smith Park, 6022 Public Landing Road, Snow Hill, MD 21863.

Specifications, warranty information, and verification of 48-hour replacement parts delivery must be attached or bid may be rejected. Any exceptions or deviations from the specifications must be clearly noted on bid form. Please attach manufacturer specifications.

Breakdown of tractor and front-end loader is as follows (or attach manufacturer's specifications):

Exceptions or deviations from the specifications are as follows:

Above described unit will be delivered and within ____ calendar days from receipt of written order.

TOTAL COST (including shipping and handling) \$ _____

BID MUST BE SIGNED TO BE CONSIDERED

Signature: _____
Date: _____
Name: _____
Firm: _____
Address: _____
Telephone: _____

**WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
UTILITY TRACTOR WITH FRONT-END LOADER VENDORS**

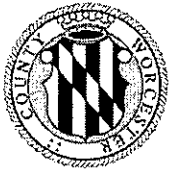
Burke Equipment Co.
11196 E. Snake Road
Delmar, Maryland 19940
Fax: 302-248-7075

Eastern Shore Tractor Company
22529 Lankford Highway
Accomac, Virginia 23301
Fax: 757-787-9293

Finch Services - Hunt Valley
11212 York Road
Cockeysville, MD 21157
Fax: 410-329-9794

Atlantic Tractor - Salisbury
31415 John Deere Drive
Salisbury, Maryland 21804
Fax: 410-860-1704

Hooper, Inc.
6367A Stein Highway
Seaford, DE 19973
Fax: 302-629-3775



19

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: October 28, 2019
SUBJECT: Request Permission to Bid Fence Repairs and Replacement at Various Parks

The Recreation and Parks Department is requesting permission to bid for the repair and replacement of Field Fencing at three (3) parks – Northern Worcester Athletic Complex Senior League and Utility Fields, John Walter Smith Little League Field and Showell Park Softball (Field 2). The fencing is in need of replacement and does not meet the standards of safe play. This upgrade will continue to improve our facilities for our current recreation programs and attract outside tournament usage. We have previously requested permission from the county commissioners on July, 2019 in a project update. We are requesting a pre-bid meeting December 5, 2019 with the appropriate bid opening later in December per Kelly’s direction.

Cost Summary:

FY2020 Allocation: \$ 65,000 approved in Parks Budget for Northern Worcester Athletic Complex
\$ 75,000 approved in Parks Budget for John Walter Smith Park
\$ 40,000 approved in Parks Budget for Showell Park

Account Number (s): 100.1602.540.6160.244, Northern Worcester Athletic Complex
100.1602.510.6160.256, John Walter Smith Park
100.1602.520.6160.244, Showell Park

Project Grant: *Program Open Space*. 90% Reimbursement 10% match will be performed via in-house labor (Parks). Once we review the bids we can determine if Parks can supply services to offset the required 10% match with in-kind labor etc.

Miscellaneous Details: Each Park does not have the correct height for a back stop or a hood to prevent exiting balls. Residential 4’ fence is used along the foul lines and needs to be changed to 6’ or 8’ along with the entire perimeter of the fields. We will attempt to save money by sleeving the fence posts and bidding both “black coated” and galvanized fence mesh.

Please find attached for your review and approval the Notice to Bidders, Bid Specifications, Bid Form and Vendor’s List. Should you have any questions, please feel free to contact me at your earliest convenience.

Attachments

cc: Bill Rodriguez
Darcy Billetdeaux
Kelly Rados

BID SPECIFICATIONS

A. SCOPE

1. The Worcester County Department of Recreation & Parks is seeking bids from qualified vendors to install fences on one (1) baseball field and three (3) utility fields at Northern Worcester Athletic Complex (NWAC) located at 9906 Brittingham Lane, Berlin, Maryland 21811, one (1) baseball field at John Walter Smith (JWS) located at 6022 Public Landing Road, Snow Hill, Maryland 21863, and one (1) baseball field at Showell Park located at 11281 Racetrack Road, Berlin, Maryland 21811 in accordance with the terms and conditions and specification set forth in this solicitation.

B. PRICING

1. Pricing must include all labor, materials, tools and equipment to perform work unless otherwise stated within.

C. SUMMARY

1. This project includes the supply and installation of the necessary fencing around three (3) baseball/softball fields along with fencing at ends of three (3) utility fields (locations-see above).
2. This project will include backstops, line fencing, homerun fence, gates, perimeter fencing, etc.
3. The projects are Northern Worcester Athletic Complex located at 9906 Brittingham Lane, Berlin, Maryland 21811, John Walter Smith located at 6022 Public Landing Road, Snow Hill Maryland 21863 and Showell Park located at 11281 Racetrack Road, Berlin, Maryland 21811.
4. A pre-bid conference has been set for **Thursday, December 5, 2019 at 10:00 a.m** at the **Northern Worcester Athletic Complex Pavilion located at 9906 Buckingham Lane, Berlin, Maryland 21811.**
5. Work Scope Diagrams have been attached providing the requested heights and estimated linear footage for each section of fencing and gate placement defining the anticipated scope of the project.

D. BACKSTOP and BACKSTOP WINGS – JWS FIELD

1. The backstop for the JWS field is to be twenty (20) foot wide and twenty-four (24) foot high. Both backstop wings are to be ten (10) foot wide and twenty-four (24) foot high. The backstop and backstop wings will have no canopy as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be No. 6 gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.

- b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) foot on center. Sleeving of existing posts is permitted where applicable.
 - d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the backstop and backstop wings are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
- a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every ten (10) feet.
 - c. The horizontal rails shall be placed every four (4) feet. This will require seven (7) rails to be installed on each backstop and backstop wing which includes the bottom rail in place of a bottom wire.
5. **Fittings and Fastening Devices**
- a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

E. BACKSTOP WING EXTENSIONS - JWS FIELD

1. Each backstop wing extension for the JWS field is to be 12' high extending from the backstop wing to edge of existing dugout as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be No. 6 gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) foot on center. Sleeving of existing posts are permitted where applicable.

- d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the backstop wing extensions are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
- a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every fifteen (15) feet. Couplings are to be outside sleeve type and at least six (6) inches long.
 - c. The horizontal rails shall be placed every five (5) feet. This will require seven (7) rails to be installed on each backstop.
 - d. There will be a bottom rail in place of the bottom wire.
5. **Fittings and Fastening Devices**
- a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

F. DUGOUT and BULLPEN FENCING - JWS FIELD

1. The dugout and bullpen fencing will be composed of a combination of twelve (12) foot high, eight (8) foot high and six (6) foot high sections. The twelve (12) foot high section will be placed per diagram at the spectator end of the bullpen to ensure adequate safety. The eight (8) foot high sections will be placed in front of the dugout. The remainder of the bullpen will be composed of six (6) foot high sections as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be six (6) gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) foot on center. Sleeving of existing posts are permitted where applicable.

- d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for these sections are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
- a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) feet. Couplings are to be outside sleeve type and at least six (6) inches long.
 - c. The twelve (12) and eight (8) foot high sections will require a bottom rail and the six (6) foot section will be secured with a bottom wire.
5. **Fittings and Fastening Devices**
- a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.
6. **Swinging Gates/Dugouts/Bullpen**
- a. Gates shall match installed new fencing (Refer to diagram for locations).
 - b. Gateposts shall be black coated pipe three (3) inch O.D. Schedule 40 or SS40.
 - c. The gates shall be constructed in a standard fashion to permit player field access.
 - d. Gate frames are to be made of 1 5/8" black coated pipe Schedule 40 or SS40.
 - e. Corner fittings shall be heavy pressed steel or steel malleable iron casting securely riveted.
 - f. The fabric is to match the fence and shall be installed in the frame by means of tension bars and hook bolts.
 - g. Each frame is to be equipped with 3/8" diameter adjustable truss rods. The bottom hinges are to be wrap around adjustable type.
 - h. All gates are to be equipped with positive-type latching devices with provisions for padlocking the gate.
 - i. The fabric shall be No. 9 gauge galvanized coated chain link woven in a two (2) inch mesh. Top and bottom salvages are to have a knuckle finish.

G. HOME RUN FENCE - JWS FIELD

- 1. The home run fence is to be six (6) foot high No. 9 gauge chain link fence.
- 2. **Fabric**
 - a. The fabric shall be No. 9 gauge black coated chain link woven in a two (2) inch mesh. Top and bottom salvages are to have a knuckle finish.

3. **Posts**
 - a. Line posts for fence shall be black coated 2" inch O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 2 ½" O.D. schedule 40 or SS40. No used, rolled or open seam material will be permitted.
 - c. The line posts shall be spaced no further than ten (10) foot on center.
 - d. Tops of all posts shall be securely fitted with black coated malleable cast iron or pressed steel tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the fences are to be thirty-six (36) inches into the ground in concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footing shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Fence post sleeves are permitted where applicable.
4. **Rails**
 - a. All rails shall be black coated and shall be 1 5/8" O.D. Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) foot. Couplings are to be outside sleeve-type and at least six (6) inches long.
 - c. The bottom wire should be No.9 black coated.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be black coated malleable cast iron or pressed steel.
 - b. The fabric is to be securely fastened to all terminal posts by ¼"x ¾" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire space approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge tie wire on twenty-four (24) inch centers.

H. SIDE FENCING - JWS FIELD

1. This fencing is the same on each side of the field and the length of fencing diagram is attached. This is broken down in the following sections. Each side shall have:
2. **Fabric**
 - a. Six (6) foot high No. 9 gauge black coated fabric. Located from end of dugout to homerun fence as indicated from site visit and plans. Top and bottom salvages are to have a knuckle finish.
3. **Post**
 - a. Line posts for fence shall be black coated 2" O.D. Schedule 40 or SS40.
 - b. The Terminal and corner post shall be black coated 2 ½ inch O.D. Schedule 40 or SS40. No used, rolled or open seam material will be permitted.
 - c. The line posts shall be spaced no further than ten (10) foot on center.

- d. Tops of all posts are to be securely fitted with black coated malleable cast iron or pressed steel tops. The base of the top is to carry the apron around the outside of the posts and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the fences are to be thirty-six (36) inches into the ground in concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Post sleeves are permitted.
4. **Rails**
- a. All rails shall be pipe and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) foot. Couplings are to be outside sleeve-type and at least six (6) inches long.
 - c. The bottom wire should be No. 9 gauge galvanized steel.
5. **Fittings and Fastening Devices**
- a. Fittings are to be malleable cast iron or pressed steel.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart. The Fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire tie on twenty-four (24) inch centers.
6. **Gates on Side Fence**
- a. The field should have a six (6) foot high by twelve (12) foot long swing gate, No. 9 gauge fabric located on the first base side. (See diagram for location).
 - b. Gateposts shall be black coated pipe three (3) inches O.D. Schedule 40 or SS40.
 - c. The gate shall be constructed to half two (2) sides that are equal in width and meet in middle to form a closed unit.
 - d. Gate frames are to be made of 1 5/8" pipe Schedule 40 or SS40,
 - e. Corner fittings shall be heavy pressed steel or steel malleable iron casting securely riveted.
 - f. The fabric to match the fence shall be installed in the frame by means of tension bars and hook bolts.
 - g. Each frame is to be equipped with 3/8" diameter adjustable truss rods. The bottom hinges are to be wrap around adjustable type.
 - h. All gates are to be equipped with a positive type latching device with provisions for padlocking the gate.
 - i. The fabric shall be No. 9 gauge coated chain link woven in a two (2) inch mesh

I. BACKSTOP and BACKSTOP WINGS – NWAC FIELD

- 1. The backstop for the NWAC field is to be forty (40) foot wide and thirty (30) foot high. Both backstop wings are to be forty (40) foot wide and thirty (30) foot high. The backstop and backstop wings will have no canopy as indicated on attached diagram or as determined by site inspection/pre-bid meeting.

2. **Fabric**
 - a. The fabric shall be No. 6 gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) feet on center. Sleeving of existing posts is permitted where applicable.
 - d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the backstop and backstop wings are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
 - a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every ten (10) feet. Couplings are to be outside sleeve type and at least six (6) inches long.
 - c. The horizontal rails shall be placed every five (5) feet. This will require seven (7) rails to be installed on each backstop and backstop wing which includes the bottom rail in place of a bottom wire.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

J. BACKSTOP WING EXTENSIONS - NWAC FIELD

1. Each backstop wing extension for the NWAC field is to be twelve (12) foot high extending from the backstop wing to edge of existing dugout as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be No. 6 gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.

3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) feet on center. Sleeving of existing posts are permitted where applicable.
 - d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the backstop wing extensions are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
 - a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) feet. Couplings are to be outside sleeve type and at least six (6) inches long.
 - c. The horizontal rails shall be placed every six (6) feet. This will require two (2) rails to be installed on each section which includes the bottom rail in place of a bottom wire.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

K. DUGOUT FENCING - NWAC FIELD

1. The dugout fencing is to be eight (8) foot high as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be six (6) gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.

- b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
- c. The line posts shall be spaced no further than ten (10) foot on center. Sleeving of existing posts are permitted where applicable.
- d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
- e. Posts for these sections are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.

4. **Rails**

- a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
- b. The top rail shall be one piece twenty (20) foot long.
- c. Horizontal rails shall be placed every four (4) feet.
- d. There will be a bottom rail in place of the bottom wire.

5. **Fittings and Fastening Devices**

- a. Fittings are to be black coated.
- b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
- c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

6. **Swinging Gates/Dugouts**

- a. Gates shall match installed new fencing (Refer to diagram for locations).
- b. Gateposts shall be black coated pipe three (3) inch O.D. Schedule 40 or SS40.
- c. The gates shall be constructed is a standard fashion to permit player field access.
- d. Gate frames are to be made of 1 5/8" black coated pipe Schedule 40 or SS40.
- e. Corner fittings shall be heavy pressed steel or steel malleable iron casting securely riveted.
- f. The fabric is to match the fence and shall be installed in the frame by means of tension bars and hook bolts.
- g. Each frame is to be equipped with 3/8" diameter adjustable truss rods. The bottom hinges are to be wrap around adjustable type.
- h. All gates are to be equipped with positive-type latching devices with provisions for padlocking the gate.
- i. The fabric shall be No. 9 gauge galvanized coated chain link woven in a two (2) inch mesh. Top and bottom salvages are to have a knuckle finish.

L. HOME RUN FENCE - NWAC FIELD

1. The home run fence is to be six (6) foot high No. 9 gauge chain link fence.
2. **Fabric**
 - a. The fabric shall be No. 9 gauge black coated chain link woven in a two (2) inch mesh. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fence shall be black coated two (2) inch O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 2 ½" O.D. schedule 40 or SS40. No used, rolled or open seam material will be permitted.
 - c. The line posts shall be spaced no further than ten (10) foot on center.
 - d. Tops of all posts shall be securely fitted with black coated malleable cast iron or pressed steel tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the fences are to be thirty-six (36) inches into the ground in concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footing shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Fence post sleeves are permitted where applicable.
4. **Rails**
 - a. All rails shall be black coated and shall be 1 5/8" O.D. Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) feet. Couplings are to be outside sleeve-type and at least six (6) inches long.
 - c. The bottom wire should be No.9 black coated.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be black coated malleable cast iron or pressed steel.
 - b. The fabric is to be securely fastened to all terminal posts by ¼"x ¾" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire space approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge tie wire on twenty-four (24) inch centers.

M. SIDE FENCING - NWAC FIELD

1. This fencing is the same on each side of the field and the length of fencing diagram is attached. This is broken down in the following sections. Each side shall have:
2. **Fabric**
 - a. Six (6) foot high No. 9 gauge black coated fabric. Located from end of dugout to homerun fence as indicated from site visit and plans. Top and bottom salvages are to have a knuckle finish.

3. **Post**
 - a. Line posts for fence shall be black coated two (2) inch O.D. Schedule 40 or SS40.
 - b. The Terminal and corner post shall be black coated 2 ½ inch O.D. Schedule 40 or SS40. No used, rolled or open seam material will be permitted.
 - c. The line posts shall be spaced no further than ten (10) foot on center.
 - d. Tops of all posts are to be securely fitted with black coated malleable cast iron or pressed steel tops. The base of the top is to carry the apron around the outside of the posts and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the fences are to be thirty-six (36) inches into the ground in concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Post sleeves are permitted.
4. **Rails**
 - a. All rails shall be pipe and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) foot. Couplings are to be outside sleeve-type and at least six (6) inches long.
 - c. The bottom wire should be No. 9 gauge galvanized steel.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be malleable cast iron or pressed steel.
 - b. The fabric is to be securely fastened to all terminal posts by ¼" x ¾" tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart. The Fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire tie on twenty-four (24) inch centers.
6. **Gates on Side Fence**
 - a. The field should have a six (6) foot high by twelve (12) foot long swing gate, No. 9 gauge fabric located on the first base side. (See diagram for location).
 - b. Gateposts shall be black coated pipe three (3) inches O.D. Schedule 40 or SS40.
 - c. The gate shall be constructed to half two (2) sides that are equal in width and meet in middle to form a closed unit.
 - d. Gate frames are to be made of 1 5/8" pipe Schedule 40 or SS40,
 - e. Corner fittings shall be heavy pressed steel or steel malleable iron casting securely riveted.
 - f. The fabric to match the fence shall be installed in the frame by means of tension bars and hook bolts.
 - g. Each frame is to be equipped with 3/8" diameter adjustable truss rods. The bottom hinges are to be wrap around adjustable type.
 - h. All gates are to be equipped with a positive type latching device with provisions for padlocking the gate.
 - i. The fabric shall be No. 9 gauge coated chain link woven in a two (2) inch mesh

N. UTILITY FIELD FENCING – NWAC

1. This fencing will be located on the south end of each of the three fields. This fencing is the same on each field and the length of fencing diagram is attached. This is broken down in the following sections. Each side shall have:
2. **Fabric**
 - a. Eight (8) foot high No. 9 gauge black coated fabric. Top and bottom salvages are to have a knuckle finish.
3. **Post**
 - a. Line posts for fence shall be black coated two (2) inch O.D. Schedule 40 or SS40.
 - b. The Terminal and corner post shall be black coated 2 ½ inch O.D. Schedule 40 or SS40. No used, rolled or open seam material will be permitted.
 - c. The line posts shall be spaced no further than ten (10) foot on center.
 - d. Tops of all posts are to be securely fitted with black coated malleable cast iron or pressed steel tops. The base of the top is to carry the apron around the outside of the posts and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the fences are to be thirty-six (36) inches into the ground in concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site.
4. **Rails**
 - a. All rails shall be pipe and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) foot. Couplings are to be outside sleeve-type and at least six (6) inches long.
 - c. The bottom wire should be No. 9 gauge galvanized steel.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be malleable cast iron or pressed steel.
 - b. The fabric is to be securely fastened to all terminal posts by ¼" x ¾" tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart. The Fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire tie on twenty-four (24) inch centers.

O. BACKSTOP and BACKSTOP WINGS – SHOWELL FIELD

1. The backstop for the SHOWELL field is to be twenty (20) foot wide and thirty (30) foot high. Both backstop wings are to be ten (10) foot wide and thirty (30) foot high. The backstop and backstop wings will have no canopy as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be No. 6 gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.

3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.
 - b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) foot on center. Sleeving of existing posts is permitted where applicable.
 - d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the backstop and backstop wings are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
 - a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every ten (10) feet.
 - c. The horizontal rails shall be placed every five (5) feet. This will require seven (7) rails to be installed on each backstop and backstop wing which includes the bottom rail in place of a bottom wire.
5. **Fittings and Fastening Devices**
 - a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
 - c. The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

P. BACKSTOP WING EXTENSIONS - SHOWELL FIELD

1. Each backstop wing extension for the SHOWELL field is to be 18' high extending from the backstop wing to edge of existing dugout as indicated on attached diagram or as determined by site inspection/pre-bid meeting.
2. **Fabric**
 - a. The fabric shall be No. 6 gauge black coated chain link woven in a two (2) inch mesh.
 - b. Top and bottom salvages are to have a knuckle finish.
3. **Posts**
 - a. Line posts for fences shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted in posts or rails.

- b. The terminal posts shall be black coated 4" O.D. Schedule 40 or SS40. No used, rolled or open seamed material will be permitted. The terminal posts shall include the needed tension rods and bands.
 - c. The line posts shall be spaced no further than ten (10) foot on center. Sleeving of existing posts are permitted where applicable.
 - d. Tops of all posts are to be securely fitted with black coated tops. The base of the top is to carry the apron around the outside of the post and is to be designed to exclude moisture from the interior of the posts.
 - e. Posts for the backstop wing extensions are to be set at a depth consistent with post sizing with concrete footings of proper size and shape so as to furnish a foundation and support sufficient to withstand any strain or shock ordinarily brought to bear onto a fence of this character. Concrete for these footings shall be no less than twelve (12) inches in diameter and shall contain no less than six (6) bags of Portland cement per cubic yard of concrete. Excess concrete shall be removed from the site. Sleeving of posts is permitted where applicable.
4. **Rails**
- a. All rails shall be black coated and shall be 1 5/8" O.D Schedule 40 or SS40.
 - b. Rails shall provide couplings every twenty (20) feet. Couplings are to be outside sleeve type and at least six (6) inches long.
 - c. The horizontal rails shall be placed every six (6) feet. This will require two (2) rails to be installed on each backstop.
 - d. There will be a bottom rail in place of the bottom wire.
5. **Fittings and Fastening Devices**
- a. Fittings are to be black coated.
 - b. The fabric is to be securely fastened to all terminal posts by 1/4" x 3/4" black coated tension bars with heavy No. 9 gauge pressed steel bands spaced approximately fourteen (14) inches apart.
The fabric is to be fastened to line posts with No. 6 gauge wire clips spaced approximately fourteen (14) inches apart to a top and bottom rail with No. 9 gauge wire on twenty-four (24) inch centers.

Q. ATTACHMENTS

1. John Walter Smith Park, Northern Worcester Athletic Complex and Showell Park Work Scope Diagram.

R. PRE-BID CONFERENCE

1. The Pre-Bid Conference will be held on **Thursday, December 5, 2019 at 10:00 a.m** at **the Northern Worcester Athletic Complex Pavilion located at 9906 Buckingham Lane, Berlin, Maryland 21811.**

S. PAYMENT

1. The County will make payment to the Successful Vendor within thirty (30) calendar days from the final acceptance of the project.

CONTACTS

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Darcy Billetdeaux	6022 Public Landing Road, Snow Hill, Maryland 21863 410.632.3173 dbilletdeaux@co.worcester.md.us

**WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
JWS AND NWAC BASEBALL FIELD FENCING**

BID FORM

I/we have reviewed the specifications and provisions for furnishing fencing solutions for each field identified within the bid specifications. I/we propose to furnish all labor and materials sufficient to meet stated specifications. The price quoted shall include itemized cost associated with removal and disposal of existing fencing, and installation of new fencing.

Itemized Cost	JWS L.L. FIELD	NWAC SENIOR FIELD	NWAC UTILITY FIELD	SHOWELL SOFTBALL
Existing Fence Removal	\$	\$	\$	\$
Existing Fence Disposal	\$	\$	\$	\$
New Fence Installation	\$	\$	\$	\$
Cost Per Field =	\$	\$	\$	\$

Any exceptions or deviations from the specifications must be clearly noted on bid form.

Exceptions or deviations from the specifications are as follows:

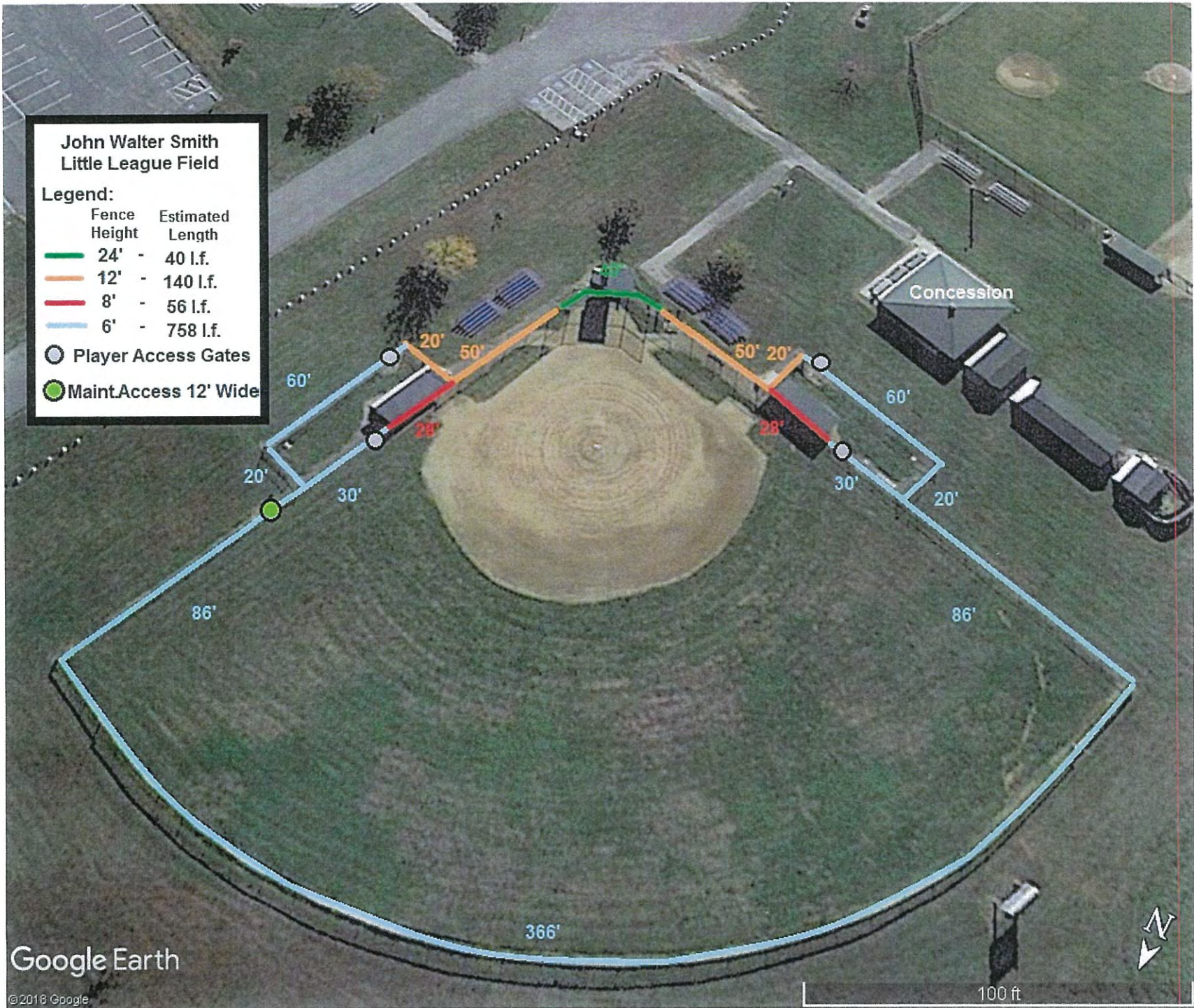
Above described work will be delivered and within ____ calendar days from receipt of written order.

TOTAL COST (Sum of JWS, NWAC and SHOWELL) \$ _____
BID MUST BE SIGNED TO BE CONSIDERED

Signature: _____
 Date: _____
 Name: _____
 Firm: _____
 Address: _____
 Telephone: _____

**WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
FIELD FENCING CONTRACTORS**



Grasso Fence Inc. 200 N Dulany Ave. Fruitland, MD 21826 Phone: (410) 860-2146 Fax: (410) 860-0479	Nanticoke Fence LLC. 23464 Sussex Highway Seaford, DE 19973 Phone: (302) 628-7808 FAX : (302) 629-4926
Anderson Fence Inc. 30200 Rehobeth Road Marion, MD 21838 Phone : (800) 722-0929 Fax: (410) 623- 3063	Seagull Fence & Concrete, LLC. 30143 Discount Land Rd. Laurel, DE 19956 Phone (302) 956- 0417
McGee Fence 376 Dueling Way, Berlin, MD 21811 Phone: (410) 641-0910	

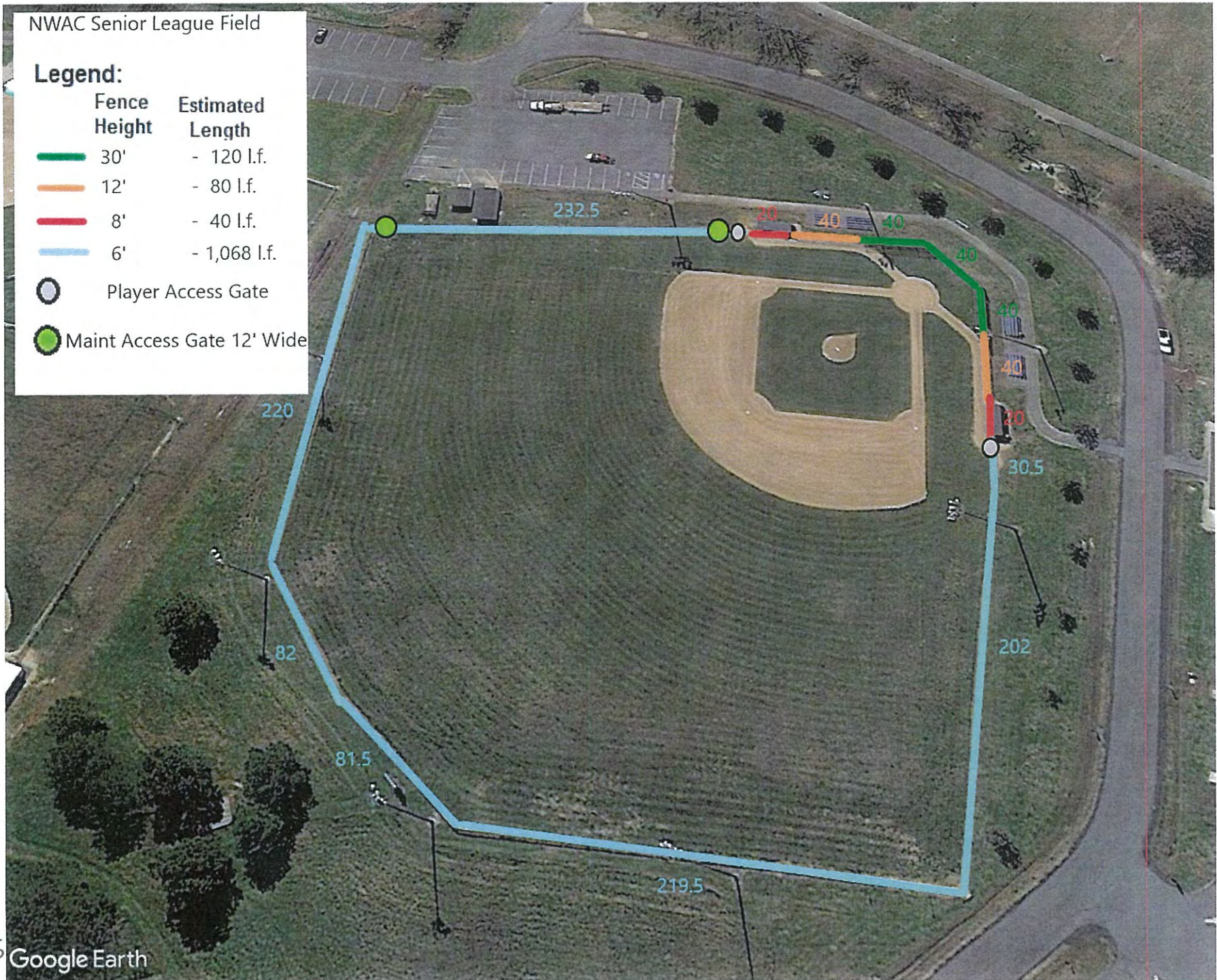


NWAC Senior League Field

Legend:

Fence Height	Estimated Length
30'	- 120 l.f.
12'	- 80 l.f.
8'	- 40 l.f.
6'	- 1,068 l.f.

 Player Access Gate
 Maint Access Gate 12' Wide



NWAC- Multi-Purpose Fencing Scope

Three (3) 120 l.f. sections @ 8' high, #9 gauge with middle rail

Field #1

Field #2

Field #3

Senior League Field

RD

Google Earth

©2018 Google

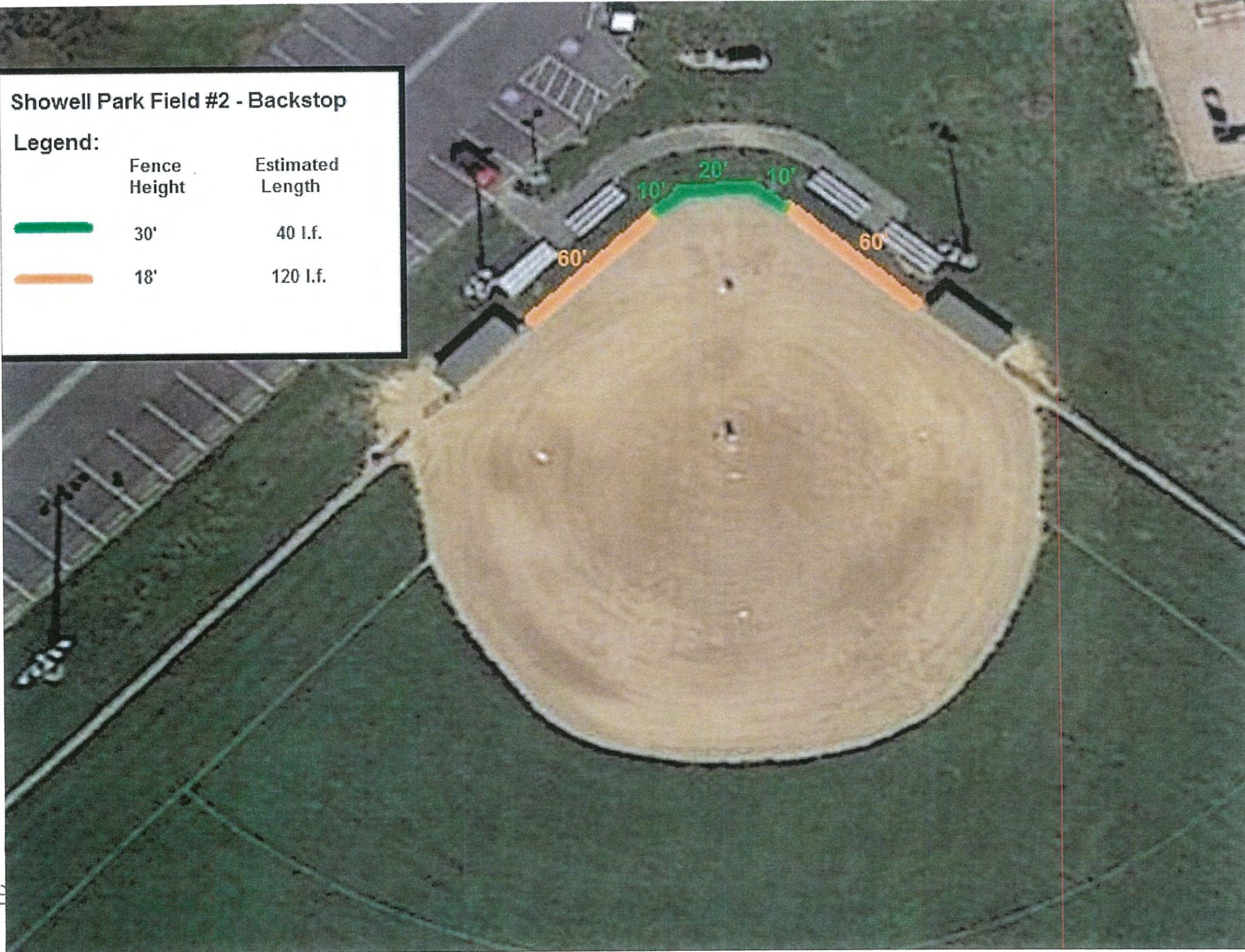
100 ft



Showell Park Field #2 - Backstop

Legend:

Fence Height	Estimated Length
30'	40 l.f.
18'	120 l.f.





20

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 28, 2019
SUBJECT: Bid Recommendation: One (1) Hydraulic Crawler Excavator

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

Four Bids were received and opened on Monday, October 21, 2019 and are attached for your review for the lease/purchase of One (1) Hydraulic Crawler Excavator to be utilized by the Department of Public Works - Solid Waste Division. Funds to purchase this piece of equipment were approved in the FY 2019-2020 operating budget as a reoccurring lease, Account 680.7002.7200.010. This lease/purchase is on a seven (7) year buy back with a seven (7) year, 8,000 hours warranty.

Below is a summary of bids received:

	<u>Alban Tractor</u> (p.4) <u>CAT 336 GC</u>	<u>GT Mid Atlantic</u> (p.8) <u>Case CX350D</u>
Acquisition Cost	\$ 372,468.30	\$ 414,550.29
Less Buy Back	\$ 105,000.00	\$ 138,320.00
Net Adjusted Price	\$ 267,486.30	\$ 276,230.29
Monthly payment for 84 months using lease Purchase option	\$ 5,065.51	\$ 7,114.71
Interest Rate	3.85%	7.35%
Total Payments over 84 Months	\$ 425,502.84	\$ 512,259.12

	<u>Jesco Inc.</u> (p.11) 350G	<u>Elliott & Frantz, Inc.</u> (p.13) ZX 350LC-6
Acquisition Cost	\$ 396,389.20	\$ 436,388.00
Less Buy Back	\$ 19,901.46	\$ 125,000.00
Net Adjusted Price	\$ 376,407.82	\$ 311,388.00
Monthly payment for 84 months using lease Purchase option	\$ 5,077.74	\$ 6,286.00
Interest Rate	<u>3.70%</u>	<u>6.00%</u>
Total Payments over 84 Months	\$ 426,530.16	\$ 528,024.00

After carefully reviewing the bids and equipment specifications, it is recommended that the bid be awarded to the lowest bidder, Alban Tractor for the CAT 336 –GC, for the stated monthly lease payment of \$5,065.51 for 84 months.

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

Attachments

cc: Mike Mitchell

Competitive Bid Worksheet

Item: Hydraulic Crawler Excavator

Bid Deadline/Opening Date: 1:00 P.M., Monday, October 21, 2019

Bids Received by deadline = 1

<u>Vendor's Submitting Bids</u>	<u>Net Adjusted Price</u>	<u>Monthly Payment</u>
Elliott & Frantz, Inc. 38420 Sussex Highway Delmar, DE 19940	<u>311,388.⁰⁰</u>	<u>6,286.⁰⁰</u>
Alban Tractor Co. Inc. P.O. Box 9595 Baltimore, MD 21237	<u>267,468.³⁰</u>	<u>5,065.⁵¹</u>
Jesco Inc. 9060 Ocean Highway Delmar, MD 21875	<u>376,407.⁸²</u>	<u>5,077.⁷⁴</u>
GT Mid Atlantic LLC PO Box 338 Greenwood, DE 19950	<u>276,230.²⁹</u>	<u>7,114.⁷¹</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) Hydraulic Crawler Excavator, Current Model Year** and understand the said requirements. I hereby propose to furnish this unit as follows:

Excavator Make: Caterpillar Model: 336 GC

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; or 8,000 Hours, Seven (7) Year Warranty and Seven (7) Year Parts Availability Warranty

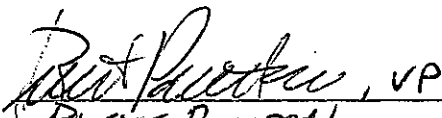
Acquisition Cost	\$ <u>372,468.30</u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>105,000.00</u>
Net Adjusted Price	\$ <u>267,468.30</u>
Monthly Payment for Eighty-Four (84) mo. using Lease Purchase Option	\$ <u>5,065.51</u>
Interest Rate	<u>3.85%</u>

Described unit will be delivered within 90 – 120 calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

BID MUST BE SIGNED TO BE VALID.

Date: 10/16/2019

Signature: 

Typed Name: Brent Poulton

Title: Vice President

Firm: Alban Tractor Co. Inc.

Address: 8531 Polaski Highway

Balto. MD 21210

Phone: (410) 686-7777



Alban CAT

10/21/2019

Worcester County Bid – Hydraulic Crawler Excavator: Adjusted Cost of Five Year Repurchase Program

To whom it may concern,

Alban Cat is pleased to offer the following 336GC repurchase price over a five year term from date of purchase.

- 12 months from purchase date: \$284,000.00
- 24 months from purchase date: \$195,000.00
- 36 months from purchase date: \$172,000.00
- 48 months from purchase date: \$156,000.00
- 60 months from purchase date: \$133,000.00

Regards,

Robert Sellers
Territory Sales Representative

Accepted by signature: _____

Date: _____

Abingdon, MD	Annapolis Jct, MD	Baltimore, MD	Elkridge, MD	Myersville, MD
Ocean City, MD	Salisbury, MD	Upper Marlboro, MD	Waldorf, MD	Felton, DE
Manassas, VA	Sterling, VA	Winchester, VA		



Alban CAT

Worcester County Hydraulic Excavator Bid

EXCEPTION TO BID SPECIFICATION

1. 360 Degree camera is not available on the 336GC (Only rear and Right Side Cameras.)
2. 72" Ditch Cleaning Bucket, instead of 60"

Abingdon, MD
Ocean City, MD
Manassas, VA

Annapolis Jct, MD
Salisbury, MD
Sterling, VA

Baltimore, MD
Upper Marlboro, MD
Winchester, VA

Elkridge, MD
Waldorf, MD

Myersville, MD
Felton, DE

336 GC

HYDRAULIC EXCAVATOR



Engine Power	204 kW (273 hp)
Operating Weight	34 200 kg (75,300 lb)

Cat C7.1 ACERT Engine meets U.S. EPA Tier 4 Final, EU Stage IV, and Japan 2014 emission standards.



Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) Hydraulic Crawler Excavator, Current Model Year** and understand the said requirements. I hereby propose to furnish this unit as follows:

Excavator Make: Case Model: CX350D

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; or 8,000 Hours,
Seven (7) Year Warranty and Seven (7) Year Parts Availability Warranty

Acquisition Cost	\$ <u>414,550.29</u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>138,320.00</u>
Net Adjusted Price <i>seventy-two 72</i>	\$ <u>276,230.29</u>
Monthly Payment for Eighty-Four (84) <i>72</i> mo. using Lease Purchase Option	\$ <u>7,114.71</u>
Interest Rate	<u>7.35</u>

Described unit will be delivered within 90 – 120 calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

BID MUST BE SIGNED TO BE VALID.

Date: 10/21/19

Signature: Michael Youse
Typed Name: Michael Youse
Title: Manager
Firm: GT Mid Atlantic LLC
Address: PO Box 338, 12420 Sussey Hwy,
Greenwood PE 19950
Phone: 302-349-5760

Case CX350D Exceptions:

- 1.) Net HP: 268
- 2.) Engine does not have replaceable wet cylinder liners
- 3.) Dual batteries, 128Ah/5 hour
- 4.) Swing Torque: 82,607 Lbs.
- 5.) No in-cab swing bearing lubrication point
- 6.) Drawbar pull 61,373 lbf
- 7.) No positive position hand throttle W/ fuel economy position
- 8.) No Lower Windshield Wiper W/ Washer
- 9.) Auto Lube System does NOT lube bucket pins or "H" link
- 10.) Lift Capacity – 20' over front, ground level – 28,500 Lbs.
- 11.) Adjustable Suspension Seat W/ 3" seat belt & Heat – Not cooled
- 12.) Mfg. standard guarding only

GT Mid Atlantic, LLC

Case CX350D Repurchase Program

Repurchase Amount at the conclusion of:

Year 1	\$246,688.00
Year 2	\$217,602.00
Year 3	\$193,424.00
Year 4	\$172,700.00
Year 5	\$155,430.00
Year 6	\$145,068.00
Year 7	\$138,320.00

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) Hydraulic Crawler Excavator, Current Model Year** and understand the said requirements. I hereby propose to furnish this unit as follows:

Excavator Make: JOHN DEERE Model: 350G

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; or 8,000 Hours,
Seven (7) Year Warranty and Seven (7) Year Parts Availability Warranty

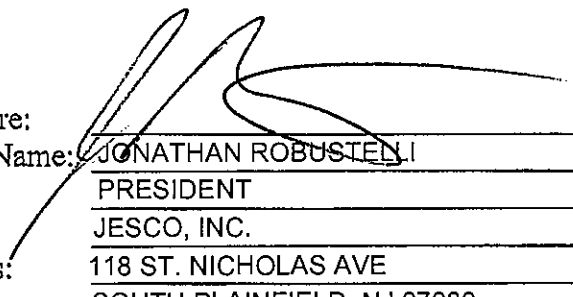
Acquisition Cost	\$ <u>396,389.20</u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>19,901.46</u>
Net Adjusted Price	\$ <u>376,407.82</u>
Monthly Payment for Eighty-Four (84) mo. using Lease Purchase Option	\$ <u>5,077.74</u>
Interest Rate	<u>3.70 %</u>

Described unit will be delivered within 90 – 120 calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

BID MUST BE SIGNED TO BE VALID.

Date: 10/16/19

Signature: 
Typed Name: JONATHAN ROBUSTELLI
Title: PRESIDENT
Firm: JESCO, INC.
Address: 118 ST. NICHOLAS AVE
SOUTH PLAINFIELD, NJ 07080
Phone: 908-753-8080

Buyback Numbers

Year 1 - \$ 208,053.51

Year 2- \$ 145,637.46

Year 3- \$101,946.22

Year 4- \$71,362.35

Year 5- \$49,953.65

Year 7-\$19,981.46

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) Hydraulic Crawler Excavator, Current Model Year** and understand the said requirements. I hereby propose to furnish this unit as follows:

Excavator Make: Hitachi Model: ZX350LC-6

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; or 8,000 Hours, Seven (7) Year Warranty and Seven (7) Year Parts Availability Warranty

Acquisition Cost	\$ <u>436,388.00</u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>125,000.00</u>
Net Adjusted Price	\$ <u>311,388.00</u>
Monthly Payment for Eighty-Four (84) mo. using Lease Purchase Option	\$ <u>6,286.00</u>
Interest Rate	<u>6%</u>

Described unit will be delivered within 90 – 120 calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

BID MUST BE SIGNED TO BE VALID.

Date: 9-26-19

Signature:

Robert L. Schaeffer

Typed Name:

Robert L. Schaeffer

Title:

President

Firm:

Elliott & Frantz, Inc

Address:

38420 Sussex Hwy

Delmar DE 19940

Phone:

302-846-3306



21

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

Full set of plans and specifications available for review in County Administration

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 28, 2019
SUBJECT: Bid Request – Newark Spray Irrigation

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 Bid Notice, Drawings, Specifications and Bidder's List for construction of the spray irrigation facilities for disposal of effluent from the Newark Wastewater Treatment Plant. This is the rebidding of the project originally bid on July 8, 2019.

In an effort to reduce the cost of the project, the following changes were made:

1. A Center Pivot Unit now replaces the fixed sprinkler heads originally bid;
2. The pipeline has been designed to follow Newark Road and existing pipeline easements instead of following the Railroad Right of Way;
3. Easements have been verbally agreed upon with the landowners for two new private easements to reduce the pipeline length by approximately 1,200 linear feet. Formal documents are being prepared;
4. A prefabricated pump station has replaced the site-built station originally designed; and
5. Other minor changes have been included to increase contractor flexibility.

We expect these changes will reduce the bid prices by 20% to 30% and bring the cost back to the original budget.

Funding for the project is being provided by a combination of a low interest loan and loan forgiveness of up to a total of \$2.08 million from the Maryland Department of the Environment.

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

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

Attachments

cc: John S. Ross, P.E. Deputy Director
Jessica R. Wilson, CPA, Enterprise Fund Controller



Contract Documents and Construction Specifications


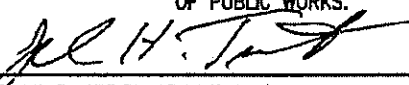
Worcester County Newark Spray Irrigation

Prepared for

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 20863

Prepared by

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit 101A
Ocean Pines, Maryland 21811
(410) 641-5341

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER DIVISION.	
	10/28/19
WORCESTER COUNTY, WATER AND WASTEWATER DIVISION	DATE
THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.	
	10-28-19
WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS	DATE

October 2019
EA Project No. 1548101

Contract Documents and Construction Specifications

Worcester County Newark Spray Irrigation

Prepared for

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 20863

Prepared by

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit 101A
Ocean Pines, Maryland 21811
(410) 641-5341

October 2019
EA Project No. 1548101

**WORCESTER COUNTY MARYLAND
BIDDING DOCUMENTS**

**CONSTRUCTION SPECIFICATIONS
FOR
NEWARK SPRAY IRRIGATION**

TABLE OF CONTENTS

SECTION A: INSTRUCTIONS TO BIDDERS
SECTION B: GENERAL CONDITIONS OF THE CONTRACT
CDBG AND MDE REQUIREMENTS
SECTION C: SUPPLEMENTARY CONDITIONS
SECTION D: BONDS AND BID FORMS
SECTION E: SPECIFICATIONS
SECTION F: DRAWINGS (Bound Separately)

SECTION A: INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

	<u>Page</u>
Award of Bids/Alternates	IB-8
Award of Contract.....	IB-6
Bid Form	IB-5
Bid Security	IB-4
Bids to Remain Subject to Acceptance.....	IB-6
Contract Security	IB-7
Contract Time	IB-4
Copies of Bidding Documents.....	IB-1
Defined Terms	IB-1
Examination of Contract Documents and Site.....	IB-2
Interpretations and Addenda	IB-4
Liquidated Damages	IB-4
Modification and Withdrawal of Bids	IB-6
Opening of Bids	IB-6
Prebid Conference.....	IB-8
Qualifications of Bidders	IB-1
Retainage.....	IB-8
Sales and Use Taxes.....	IB-8
Signing of Agreement	IB-8
Subcontractors, Suppliers, and Others	IB-5
Submission of Bids	IB-6
Substitute or “Or-Equal” Items.....	IB-4

NOTICE TO BIDDERS
CONSTRUCTION OF NEWARK SPRAY IRRIGATION FACILITIES
WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners are currently accepting sealed bids for construction of Spray Irrigation Facilities in the Newark Service Area for the Worcester County Department of Public Works – Water and Wastewater Division. The Project generally consists of construction of approximately 6,700 linear feet of discharge piping, spray irrigation piping and discharge via center pivot spray irrigation, a new pump station, modification of the treatment plant pond to increase holding, testing, start-up, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications. This project is funded by the Clean Water State Revolving Fund (CWSRF) administered by the Environmental Protection Agency and the Maryland Department of the Environment. Contractor requirements under the CWSRF are included in the bid documents and include, but are not limited to, use of American iron and steel, adhering to applicable Davis Bacon Act prevailing wage rates, and participation of disadvantaged business enterprises. Bid documents are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). Interested bidders are encouraged to attend a non-mandatory **Pre-Bid Conference at 10:00 AM (EDT) on Wednesday, November 20, 2019** at the Worcester County Department of Public Works – Water and Wastewater Division Office at 1000 Shore Lane, Ocean Pines, Maryland 21811. **Sealed proposals will be accepted until 1:00 PM (EDT) on Monday, December 9, 2019** in the Office of the County Commissioners at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid Enclosed – Newark Spray Irrigation Facilities**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

INSTRUCTIONS TO BIDDERS

	<u>Page</u>
Award of Bids/Alternates	IB-8
Award of Contract.....	IB-6
Bid Form	IB-5
Bid Security	IB-4
Bids to Remain Subject to Acceptance.....	IB-6
Contract Security	IB-7
Contract Time	IB-4
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Examination of Contract Documents and Site.....	IB-2
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Modification and Withdrawal of Bids	IB-6
Opening of Bids	IB-6
Prebid Conference.....	IB-8
Qualifications of Bidders	IB-1
Retainage.....	IB-8
Sales and Use Taxes.....	IB-8
Signing of Agreement	IB-8
Subcontractors, Suppliers, and Others	IB-5
Submission of Bids	IB-6
Substitute or “Or-Equal” Items.....	IB-4

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement of Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Bid documents are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). All inquiries shall be directed to Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit along with his bid the following information:

- Completed *Assurances for Compliance with Federal Laws and Regulations for Water Quality-Treatment Works and Drinking Water Project* Form. This form can be found on Page 7 of the MDE Requirements within Section B of this document.
- Disadvantaged Business Enterprise Program (DBE) Forms starting on Page 8 of the MDE Requirements within Section B of this document.
- Resume for the full-time onsite superintendent showing that the superintendent has experience in the installation of C-900/905 PVC pipe or similar for sewer force main. Experience must include the installation of at least 10 miles of C-900/905 PVC pipe or similar via open trench.

- The location of the Bidder's offsite borrow, and aggregate sources. In addition, the Bidder shall provide copies of all relevant permits for the proposed borrow sources. Any proposed borrow pit that is not fully permitted prior to the bid date will not be acceptable.
- For each borrow source provide two proctor curves for in place density.

Further, within five (5) days of Owner's request, Bidder shall submit additional written evidence, such as financial data, additional previous experience on similar projects, equipment availability, present commitments, and other such data, as may be requested. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the project is located or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site and make all subsurface investigations necessary to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein, upon which Bidder is entitled to rely as provided in Article 4, are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the site, is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume

responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Document are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda, mailed or delivered to all parties, and recorded by Owner as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond, issued by a surety meeting the requirements of Article 5 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are \$1,000 per day, for the first 30 days. Beyond 30 days, damages increase to \$5,000 per day, as set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" item. Substitute or "or-equal" materials or equipment may be furnished or used by Contractor if acceptable to Engineer; application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 6 of the General Conditions and may be supplemented in the General Requirements.

References in the Contract Documents of "Design Basis" or "Basis of Design" shall imply that an "or-equal" product may be used by the Contractor if acceptable to the Engineer.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.1 If the Instructions to Bidders and/or the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the Effective Date of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may request the apparent Successful Bidder to submit an acceptable substitute prior to the Notice of Award, in which case that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

10.2 In Contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1 The Bid Form (Form of Proposal) is included with the Bidding Documents; additional copies may be obtained from Worcester County.

11.2 All blanks on the Bid Form must be completed in ink or typed.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before 1:00 PM (EDT) on December 9, 2019 at the office of the County Commissioners of Worcester County, One West Market Street, Room 1103, Snow Hill, Maryland 21863, as indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other related documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED—NEWARK SPRAY IRRIGATION on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly at before 1:00 PM (EDT) on December 9, 2019. An abstract of the amounts of the base Bids and major alternates will be made available to Bidders after the opening of Bids. Bids will be reviewed, with a recommendation presented to the County Commissioners at a regular meeting.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations, as Owner deems necessary, to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Document to Owner's satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project.

16.6 Prior to issuing a Notice of Award, the County will provide Maryland Department of the Environment's Water Quality Financing Administration (WQFA) with the bid package of the lowest Bidder in accordance with Section 16.5 above. Following acceptance of the WQFA, the County will issue the Notice of Award.

16.7 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within one hundred and twenty (120) days after the day of the Bid opening.

17. CONTRACT SECURITY

Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PREBID CONFERENCE

A prebid conference will be held at 10:00 AM (EDT) on November 20, 2019 at the Department of Public Works-Water and Waste Water Administration Building, 1000 Shore Lane, Berlin Maryland 21811. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. SALES AND USE TAXES

The Owner's exemption from Maryland State Sales and Use Taxes on materials and equipment cannot be passed on to the Contractor. Contractor shall add such taxes within the Contract Price.

21. RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

22. AWARD OF BIDS/ALTERNATES

The successful Bidder, for purpose of Contract award, shall be the conforming responsible Bidder offering the low unit price bid and lump sum items for the Base Bid Items. After the successful Bidder has been determined by this method, the Owner reserves the right to select alternates out of the listed sequence and to make award for only those items so selected and to accept any or all of the balance of the alternates within five hundred forty (540) days of award of the Contract.

BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: _____

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center
1 West Market Street
Room 1103
Snow Hill, Maryland 21863
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER’S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
_____	_____
 - 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 studies (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 otherwise may affect the cost, progress,

performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; 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 on 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. No 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 Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - 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 ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This 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 or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM
NEWARK SPRAY IRRIGATION
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
GENERAL					
1	Mobilization and Demobilization	1	LS		
2	Survey and Stake Out	1	LS		
3	Equipment Startup and Forcemain Pressure Testing	1	LS		
4	Lagoon Earthwork	1200	CY		
5	Raising of Existing Concrete Comminutor, Manhole, and Valve Vault	3	EA		
6	Selective Demolition and Abandonment	1	LS		
EROSION AND SEDIMENT CONTROL					
7	Furnish and Install Stabilized Construction Entrance	2	EA		
8	Furnish/Install/Maintain Silt Fence	7000	LF		
9	Furnish/Install/Maintain Super Silt Fence	1400	LF		
10	Vegetative Stabilization	10	AC		
11	Gravel Access Driveways	400	CY		
12	Turbidity Barrier - Type 1	440	LF		
CHLORINE CONTACT CHAMBER DEMOLITION					
13	Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)	1	LS		
14	Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets	1	LS		
15	Remove Associated Electrical Items and Controls	1	LS		
WET WELL AND VALVE VAULT RENOVATIONS					
16	Furnish and Install all items and material associated with construction of the wet well	1	LS		
17	SS Hardware and cables, link seals and associated piping for suction lift station	1	LS		
18	Floats and Ultrasonic Transducer	1	LS		
19	Mag Meter, Vault and Appurtenances	1	LS		
20	Suction Lift Station	1	LS		
ELECTRICAL					
21	Furnish and Install Outdoor Rated Equipment Rack	1	LS		
22	Furnish and Install Outdoor Rated Pedestal and Junction Box	1	LS		
23	Furnish and Install Out Door Rated PLC, SCADA, Control Panel, Transformer, Mag Meter and Pump Controls	1	LS		
24	Furnish and Install Grounding, Conduit, and Conductors	1	LS		
25	Allowance for Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer	1	LS		
26	Furnish and Install 15' Site Light Pole	1	EA		
27	New Electrical Service at Lagoon				
28	New Electrical Service at Spray Field	1	LS		
MECHANICAL					
29	Furnish and Install Air Release Valve	2	EA		
30	Furnish and Install Blow Off Valves	3	EA		
31	Furnish and Install Sampling Station	1	EA		

32	Furnish and Install Fittings	1	LS		
33	Furnish and Install RCP Pipe	40	LF		
34	Furnish and Install 6" C-900 Forcemain – Open Cut	3,091	LF		
35	Furnish and Install 6" Directional Drilled Forcemain	3,600	LF		
36	Furnish and Install Precast Concrete Air Release and Blow off Valve Structures	13	EA		
37	Center Pivot Spray Irrigation System	1	EA		
38	AASHTO No. 57 Stone for Pipe Bedding	100	Tons		
39	Road Restoration	1	LS		
			TOTAL BID:		

TOTAL BASE BID PRICE IN WORDS: _____

5. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the form of bond or cashier's check.
- b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.
EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit 101A
Ocean Pines, MD 21811
(410) 641-5341

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 201__.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

(Signature)

Business Address: _____

Phone Number: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Signature)

(Address)

By _____
(Name)

(Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

SECTION F: DRAWINGS (Bound Separately)

- T-1 TITLE SHEET
- G-1 KEY SHEET
- C-101 EXISTING CONDITIONS AND DEMOLITION PLAN I – LAGOON AREA
- C-102 EXISTING CONDITIONS AND DEMOLITION PLAN II – FORCEMAIN ROUTE
- C-103 EXISTING CONDITIONS AND DEMOLITION PLAN III – SPRAY FIELD
- C-201 PROPOSED CONDITIONS PLAN I – LAGOON AREA
- C-202 PROPOSED CONDITIONS PLAN II - FORCEMAIN ROUTE
- C-203 PROPOSED CONDITIONS PLAN II – SPRAY FIELD
- C-301 FORCEMAIN PROFILE I
- C-302 FORCEMAIN PROFILE II
- C-303 FORCEMAIN PROFILE III
- C-401 DETAILS SHEET I
- C-402 DETAILS SHEET II
- C-403 DETAILS SHEET III
- C-501 EROSION & SEDIMENT CONTROL NOTES AND DETAILS I
- C-502 EROSION & SEDIMENT CONTROL NOTES AND DETAILS II
- C-503 EROSION & SEDIMENT CONTROL NOTES AND DETAILS III
- E-101 LAGOON SITE PLAN AND ONE-LINE DIAGRAM
- E-102 SPRAY FIELD SITE PLAN & ONE-LINE DIAGRAM
- E-501 DETAILS
- E-601 PUMP CONTROL PANEL
- E-602 PUMP CONTROL ELEMENTARY
- E-603 ELEMENTARY

SPECIFICATIONS CONTENTS

SECTION 01 20 00	MEASUREMENT AND PAYMENT
SECTION 01 33 00	SUBMITTALS
SECTION 01 50 00	MOBILIZATION AND TRAFFIC CONTROL
SECTION 01 70 00	CONTRACT CLOSEOUT
SECTION 02 11 00	CLEARING AND GRUBBING
SECTION 02 25 00	TRENCH EXCAVATION, BACKFILL, AND COMPACTION
SECTION 02 41 16	DEMOLITION
SECTION 02 66 10	PIPING MATERIALS
SECTION 02 22 20	VALVES AND APPURTENANCES
SECTION 02 74 10	ASPHALT PAVING
SECTION 02 80 00	RESTORATION
SECTION 02 93 10	EROSION AND SEDIMENT CONTROL
SECTION 02 93 30	LAWNS AND GRASSES
SECTION 03 05 16	PRECAST CONCRETE STRUCTURES
SECTION 03 10 00	CONCRETE FORMING AND ACCESSORIES
SECTION 03 20 00	CONCRETE REINFORCING
SECTION 03 30 00	CAST-IN-PLACE CONCRETE
SECTION 05 50 00	METAL AND GRATING FABRICATIONS
SECTION 09 96 00	HIGH-PERFORMANCE COATINGS
SECTION 22 13 29	WASTEWATER, BASE MOUNTED PUMPING SYSTEM
SECTION 26 00 00	ELECTRICAL GENERAL
SECTION 26 05 01	CONDUCTORS AND CABLES
SECTION 26 05 06	ELECTRICAL GROUNDING
SECTION 26 05 33	CONDUITS AND RACEWAY SYSTEMS
SECTION 26 05 43	UNDERGROUND DISTRIBUTION SYSTEMS
SECTION 26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
SECTION 26 09 00	INSTRUMENTATION
SECTION 26 09 10	CONTROL PANELS
SECTION 26 09 16	MISCELLANEOUS ELECTRICAL CONTROLS
SECTION 26 09 20	ELECTRICAL HEAT TRACE SYSTEM
SECTION 26 21 01	INCOMING SERVICES
SECTION 26 22 00	LOW VOLTAGE TRANSFORMERS
SECTION 26 27 16	ENCLOSURES
SECTION 26 28 00	PANELBOARDS AND CIRCUIT PROTECTIVE DEVICES
SECTION 26 29 13	MOTOR CONTROLLERS
SECTION 26 43 13	TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS) DEVICE
SECTION 27 27 10	SPREAD SPECTRUM RADIO SYSTEM

SECTION 31 05 15 EARTHWORK
SECTION 31 05 16 AGGREGATES



DESIGN CONTROLS TABLE

REPAIRS AND MAINTENANCE INTERVALS	4500 CPD
WATER QUALITY	10 DAYS
WATER QUALITY	10 DAYS
TOTAL REQUIRED LAGOON CAPACITY	3,375,000 GALLONS
LAGOON DESIGN	
BOTTOM ELEVATION	28.0M
WATER SURFACE ELEVATION	27.8
WATER SURFACE ELEVATION	27.5
2 FEET ABOVE WATER SURFACE ELEVATION	23.4
WATER SURFACE ELEVATION	23.4
WATER SURFACE ELEVATION	23.4
TOTAL LAGOON VOLUME (4.8 TO 33.0)	2,099,000 GALLONS
TOTAL LAGOON VOLUME (4.8 TO 33.0)	2,099,000 GALLONS
WATER SURFACE ELEVATION	23.4
WATER SURFACE ELEVATION	23.4
WATER SURFACE ELEVATION	23.4

WATER QUALITY LIMITS (PERMIT 18-DP-3851)

PARAMETER	LIMITS
BOD5	70 MG/L
SUSPENDED SOLIDS	30 MG/L
FECAL COUNTS	NON-HAZARDOUS
AMBIENT AVERAGE FLUX	2.5 L/SEC
NITROGEN	NONE

OPERATING SCENARIOS

OPERATING SCENARIO 1 - NORMAL FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 2 - PEAK FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 3 - MINIMUM FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 1 (OP-1) (PEAK FLOW)	OPERATING SCENARIO 2 (OP-2) (NORMAL FLOW)	OPERATING SCENARIO 3 (OP-3) (MINIMUM FLOW)
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING FLOWS	OPERATING FLOWS	OPERATING FLOWS
TOTAL FLOWS	TOTAL FLOWS	TOTAL FLOWS
LOADING RATE	LOADING RATE	LOADING RATE
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES

DESIGN CONTROLS

REPAIRS AND MAINTENANCE INTERVALS	4500 CPD
WATER QUALITY	10 DAYS
WATER QUALITY	10 DAYS
TOTAL REQUIRED LAGOON CAPACITY	3,375,000 GALLONS

WATER QUALITY LIMITS (PERMIT 18-DP-3851)

PARAMETER: BOD5, SUSPENDED SOLIDS, FECAL COUNTS, AMBIENT AVERAGE FLUX, NITROGEN

OPERATING SCENARIOS

OPERATING SCENARIO 1 - NORMAL FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 2 - PEAK FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

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OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING FLOWS	OPERATING FLOWS	OPERATING FLOWS
TOTAL FLOWS	TOTAL FLOWS	TOTAL FLOWS
LOADING RATE	LOADING RATE	LOADING RATE
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES

DESIGN CONTROLS

REPAIRS AND MAINTENANCE INTERVALS	4500 CPD
WATER QUALITY	10 DAYS
WATER QUALITY	10 DAYS
TOTAL REQUIRED LAGOON CAPACITY	3,375,000 GALLONS

WATER QUALITY LIMITS (PERMIT 18-DP-3851)

PARAMETER: BOD5, SUSPENDED SOLIDS, FECAL COUNTS, AMBIENT AVERAGE FLUX, NITROGEN

OPERATING SCENARIOS

OPERATING SCENARIO 1 - NORMAL FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 2 - PEAK FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 3 - MINIMUM FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 1 (OP-1) (PEAK FLOW)	OPERATING SCENARIO 2 (OP-2) (NORMAL FLOW)	OPERATING SCENARIO 3 (OP-3) (MINIMUM FLOW)
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING FLOWS	OPERATING FLOWS	OPERATING FLOWS
TOTAL FLOWS	TOTAL FLOWS	TOTAL FLOWS
LOADING RATE	LOADING RATE	LOADING RATE
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES
OPERATING ZONES	OPERATING ZONES	OPERATING ZONES

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

NEWMARK SPRAY IRRIGATION

KEY SHEET

DATE: 10/20/2011

PROJECT NUMBER: 100-1-11

NO DATE	#1	NO DATE	#1
REVISIONS			
DATE	BY	DATE	BY

NO DATE	#1	NO DATE	#1
REVISIONS			
DATE	BY	DATE	BY

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

NEWMARK SPRAY IRRIGATION

KEY SHEET

DATE: 10/20/2011

PROJECT NUMBER: 100-1-11

NO DATE	#1	NO DATE	#1
REVISIONS			
DATE	BY	DATE	BY

NO DATE	#1	NO DATE	#1
REVISIONS			
DATE	BY	DATE	BY

WATER QUALITY LIMITS (PERMIT 18-DP-3851)

PARAMETER: BOD5, SUSPENDED SOLIDS, FECAL COUNTS, AMBIENT AVERAGE FLUX, NITROGEN

OPERATING SCENARIOS

OPERATING SCENARIO 1 - NORMAL FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 2 - PEAK FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

OPERATING SCENARIO 3 - MINIMUM FLOW CONDITIONS FOR EACH OF THE OPERATING SCENARIOS...

26

SHEETS C-101, C-201, C-501

SHEETS C-102, C-202, C-502

SHEETS C-103, C-203, C-503

PROJECT NUMBER: 100-1-11

DATE: 10/20/2011

BIDDERS' LIST

Newark Spray Irrigation

Bunting & Murray Construction Corp.
RD 1, Box 140A
Selbyville DE 19975
Phone: 302-436-5144
Fax: 302-436-1753
carrie@buntingandmurray.com

Hopkins Construction, Inc
18904 Maranatha Way, #1
Bridgeville, Delaware 19933
Phone: 302-337-3366
Fax: 302-337-3317
email - rjohnson@hopkins-inc.com

George & Lynch, Inc
150 Lafferty Lane
Dover, Delaware 19901
Phone: 302-328-6275
Fax: 302-328-8998
mmcgonigal@geolyn.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
Phone: 410-749-3116
Fax: 410-749-6088
bruceg@bennett-construction.com

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
Email - cfairer@a-del.com
Phone: (302) 893-3964
Fax: (302) 453-9550

Chesapeake Turf, LLC
PO Box 2696
Salisbury, MD 21802
Greg Tucker, Managing Member
greg@chesapeaketurf.com
Phone: (410) 341-4363
Fax: (866) 809-9185

JJID, Inc.
100 Julian Lane
Bear, DE
Phone: (302) 836-0414 ext. 123
Fax: (302) 836-4275
Email strentham@jjic.com

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
Phone: (410) 879-8055
Fax: (410)241-5586
ebrown@dixieconst.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
Phone: (302) 856-6177
Fax: (302) 856-3482
scottf@apcroll.com

Teal Construction, Inc.
PO Box 779 – 19903
612 Mary Street
Dover, DE 19903
Phone: (302) 678-9500
Fax: (302) 678-9715
CR1647@TealConstruction.com

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
(410)556-6100
Fax (410)556-6574
jim@bearingconstruction.net

AIM Services, Inc.
2314 Allen Drive
Salisbury, MD
Email – estimating@aimservicesinc.com
Phone: 757-558-9300
Fax: 757-558-1904



22

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 28, 2019
SUBJECT: Old Virginia Road and Pocomoke Beltway -
Speed Limit Reduction Request/Crosswalk Request

DIVISIONS

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

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

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

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

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

.....
The Department has reviewed the attached letter from Chief Brumley of the Pocomoke Police Department dated October 1, 2019 concerning the possibility of reducing the current posted limit from 30 mph to 25 mph in front of the Pocomoke High School and Pocomoke Elementary School. He is also requesting a crosswalk be placed on Old Virginia Road coming from the Pocomoke High School property to Hillcrest Drive.

Currently, the area in question is posted at 30 mph. After investigating this request and the area involved, I would recommend that the existing 30 mph speed limit signs be reduced to 25 mph from Market Street to the railroad tracks. In regards to the requested crosswalk, I recommend that we install this crosswalk on Old Virginia Road only in conjunction with the Town of Pocomoke installing a crosswalk on the northwest side of Old Virginia Road on Cedar Street. Also, a crosswalk would need to be installed by the Town of Pocomoke on the southeast side of Old Virginia Road on Cedar Street and a crosswalk on Hillcrest Drive to maximize and ensure safety for all concerned.

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

Attachment

cc: Frank J. Adkins



Pocomoke City Police Department

"The Friendliest Town On The Eastern Shore"

1500 MARKET STREET • POCOMOKE CITY, MARYLAND 21851
TELEPHONE: 410-957-1600 • FAX: 410-957-4597
E-MAIL: pocomokepolice@pocomokemd.gov

M. Lee Brumley
Chief of Police

Brian Craven
Lieutenant
Administrative Commander

Arthur Hancock
Lieutenant
Operations Commander

Attention: Pocomoke City Council
Worcester County Commissioners

Date: October 1, 2019

On September 13, 2019 a student was struck crossing Old Va. Road going to Hillcrest Drive at the end of the school day. Luckily, no one was injured. However, a student could get seriously injured at this location. There is a lot of foot traffic in the morning and afternoon involving students.

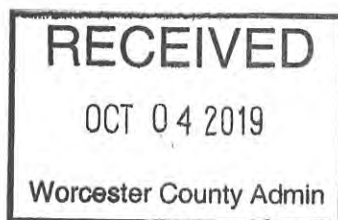
I would like to lower the speed limit from 30MPH to 25 MPH, on the roadway that goes in front of the Pocomoke High School and Pocomoke Elementary School. This request is being made to curb the speeding on this street. Pedestrian safety is our #1 priority. I would also like to see a crosswalk placed across Old VA Road coming from Pocomoke High School property to Hillcrest Drive. I realize that Old VA Road is within City limits, but the county maintains the roadway in that area.

I believe the signs put on each side of the roadway in front of PHS and PES would help prevent a student from getting seriously injured or worse.

Respectfully Submitted,

Chief M Lee Brumley

Cc: file



POCOMOKE CITY, MARYLAND

MAYOR

Bruce Morrison

mayormorrison@pocomokemd.gov



CITY COUNCIL

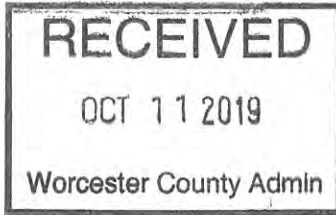
R. Scott Holland

Diane Downing

R. Dale Trotter

Todd J. Nock

Esther L. Troast



October 7, 2019

Copy: John Turstin ✓
For Review and
Recommendation

Diana Purnell, President
Worcester County Commissioners
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear Commissioner Purnell:

On September 13, 2019 a Pocomoke High School student was struck by a car while crossing Old Virginia Road. Fortunately, no one was injured, but we need your assistance in helping to protect the volume of pedestrians in the area.

The City of Pocomoke therefore requests that you have the speed limit lowered from 30 mph to 25 mph on Old Virginia Road in the area of the Pocomoke Elementary School and Pocomoke High School. We also request that a crosswalk be installed on Old Virginia Road near its intersection with Hillcrest Drive.

The City appreciates your support for these public safety requests.

Sincerely,

Bruce A. Morrison

Mayor

BAM/pms

"Friendliest Town on the Eastern Shore"

Kelly Shannahan

From: Esther Troast <etroast@cityofpocomoke.com>
Sent: Wednesday, October 2, 2019 7:39 AM
To: Angel Thornes
Cc: Bruce Morrison; Chief M Lee Brumley; Dale Trotter; David Deutsch; Diane Downing; Esther Troast; Michelle Beckett-El Soloh; Scott Holland; Todd J. Nock; Chip Bertino; commissioners; Diana Purnell; James Church; Joseph Mitrecic; Joshua C. Nordstrom; Madison Bunting; Ted Elder
Subject: Re: Letter from Chief Brumley - Signage Change Request

Thank you Chief Brumley, as you know very well, speeding in this area is a top concern for me. I live and represent this District and I witness on a daily basis the lack of concern by motorists for safety first, speeding to and from the school area in the morning and afternoon has been out of control for as long as I can remember and my biggest fear has always been a child would be injured or worst. I am grateful beyond measure that this child was spared by the grace of God and was not seriously injured, I pray to not hear of "a next time". I plead to the County Commissioners to act on Chief Brumley's request immediately and also ask for heavier patrol on Old Virginia Road and Cedar Street between the hours of heavy school traffic, it could save a child's life.

Respectfully,

Esther Troast
Councilwoman for District 5
Pocomoke City, Maryland

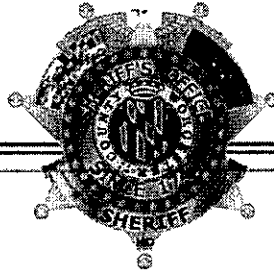
On Tue, Oct 1, 2019 at 4:02 PM Angel Thornes <angel@pocomokemd.gov> wrote:
To All,

Please find the attached letter from Chief Brumley. We are also mailing the original letter to your attention. Thank you in advance for your time and consideration in this matter.

--
Ms. Angel D. Thornes
SSC-TAC/Records
Administrative Office of the Chief
Pocomoke City Police Department
1500 Market Street
Pocomoke, MD 21851
410-957-1600 Ext. 204
410-957-9584 (f)
410-603-6009 (c)
angel@pocomokemd.gov

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Mark C. Titanski
Chief Deputy

10-02-19

County Commissioners,

I am strongly in favor of this request by Chief Brumley. The safety of our residents, is of the utmost importance to my agency and I.

I concur that lowering the speed limit in this area that is heavily populated with our children, is a necessity for their continued safety.

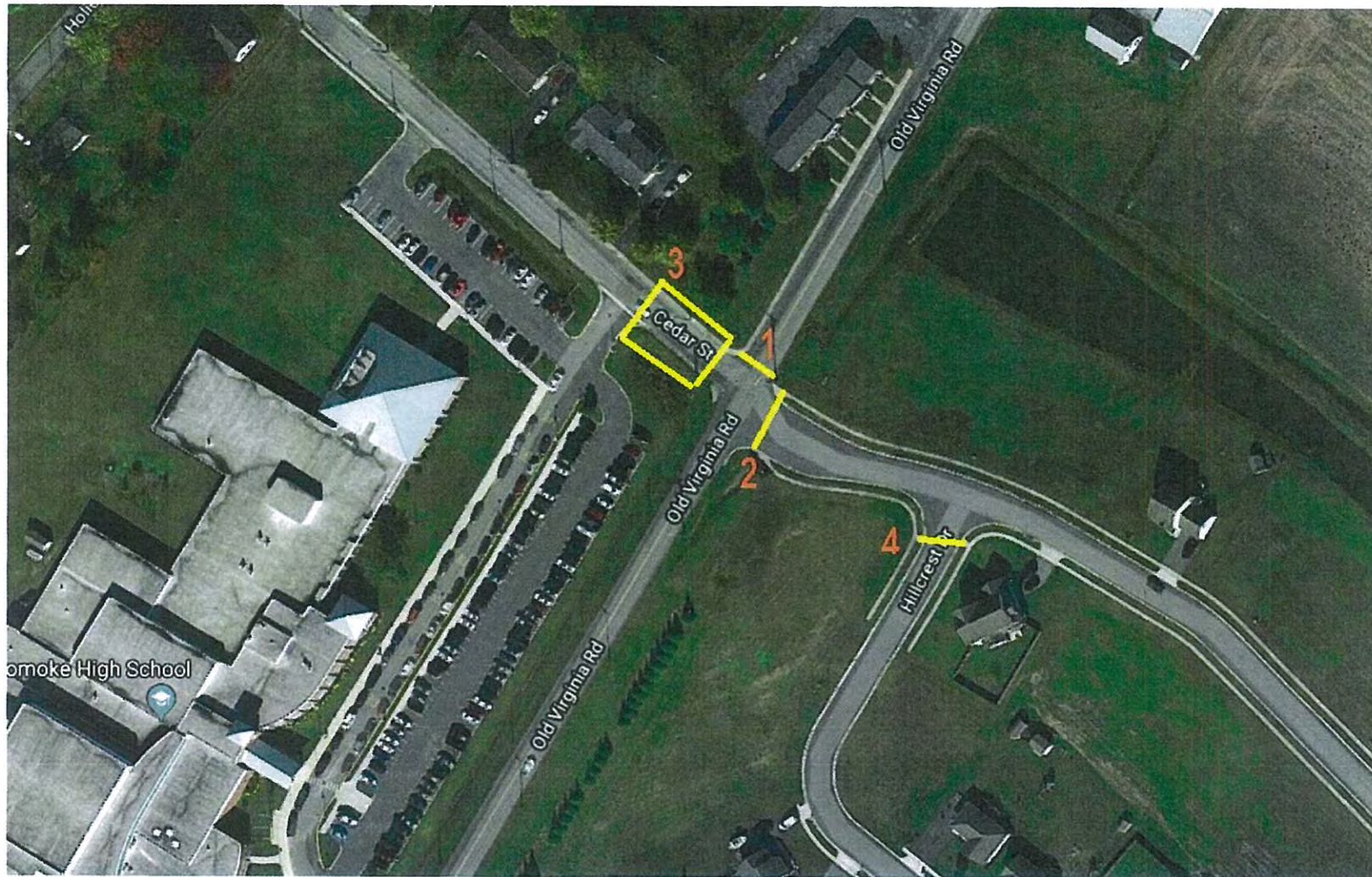
Thank you for your consideration into this very important matter.

A handwritten signature in black ink, appearing to read 'M. Crisafulli', written in a cursive style.

Matthew Crisafulli, Sheriff
Worcester County Sheriff's Office

"Proud to Protect, Ready to Serve"

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



1 = County crosswalk

2 and 4 = Town of Pocomoke crosswalk

3 - Town of Pocomoke crosswalk - somewhere in this area



23

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 28, 2019
SUBJECT: Manklin Creek Road @ Hatteras Street – Speed Study

DIVISIONS

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

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

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

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

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

.....
The Department conducted a speed study on Manklin Creek Road near Hatteras Street from Tuesday, September 24, 2019 thru Tuesday, October 1, 2019 to address safety concerns/speeding vehicles. Bill Glock, president of The Parke in Ocean Pines, is requesting a stop sign on Manklin Creek Road at the intersection of Hatteras Street and Cape May Street, a 25 speed limit sign to be posted between Hatteras Street and Montclair Court, and a 15 mph curve sign just past the intersection with Easton Avenue on Manklin Creek Road. A copy of the study is attached.

The results of the study are as follows:

- Number of Vehicles: 5,123
- Average Speed: 25 mph
- 85th Percentile: 29 mph
- Vehicles 36 mph and greater: 53 or 1%
- Vehicles >1 mph to 35 mph: 5,070 or 99%

Currently Manklin Creek Road is posted at 25 mph. Based on the study, 99% of all traffic traveled less than 36 mph and only 1% of all traffic traveled more than 35 mph. It is therefore recommended that we do not install a stop sign on Manklin Creek Road at the intersection of Hatteras Street and Cape May Street due to the guidance given in the MUTCD Manual Section 2B.04-05 which states "yield or stop signs should not be used for speed control". Enforcement of existing speed limit signs is essential in controlling any speeding issues. However, I do recommend installing an additional speed limit sign between Hatteras Street and Montclair Court and installing a curve sign with a safe speed sign of 15 mph beneath the curve sign on Manklin Creek Road near the intersection with Easton Avenue. *

Should you have any questions regarding this study I will be happy to discuss them with you.

Attachment

cc: Frank Adkins

John Tustin

From: Chip Bertino
Sent: Thursday, October 10, 2019 6:05 AM
To: John Tustin
Cc: Harold Higgins; Diana Purnell; Kelly Shannahan
Subject: FW: Proposed Manklin Creek Road Four Way Stop

Good morning JT.

Below is a request from the Bill Glock, president of The Parke community in Ocean Pines for the County to consider the following:

- A) a stop sign on Manklin Creek Road at the intersection of Hatteras and Cape May streets.
- B) a curve sign installed before the curve on Manklin Creek road at Easton Road.
- C) the posting of an additional speed limit sign

Having met with Mr. Glock and knowing the area, I concur that there is an opportunity to improve safety along this roadway. What is the best way to move forward to address this request?

Thanks.
Chip

Anthony W. "Chip" Bertino, Jr.
Worcester County Commissioner
One West Market Street
Snow Hill, MD 21863
443-783-3248
Facebook: Commissioner Chip Bertino

From: Bill Glock [wglockbod@gmail.com]
Sent: Wednesday, October 09, 2019 8:50 PM
To: Chip Bertino
Cc: Ranyah Hamad; Bob Windsor
Subject: Proposed Manklin Creek Road Four Way Stop

Good evening Chip,

First, Thank You for taking the time out of your busy schedule to meet with me today concerning the serious issue of vehicles excessively exceeding the posted 25 MPH speed limit on the portion of Manklin Creek Road that is located within The Parke HOA and the imminent safety hazard that such violators pose to our walking and cycling population that also utilizes the roadway, as well as, the many homeowners attempting to back out of their driveways on a daily basis.

As a frequent walker on Manklin Creek Road, I have witnessed the speeding vehicles and been exposed to the immediate danger of personal injury that they pose. Additionally, in my role as President of The Parke HOA, I have been contacted by many of the pedestrian users, as well as homeowners, of Manklin Creek Road, inquiring as to just what action could be taken to rectify this dangerous situation.

In early June, 2019, I contacted Ocean Pines Police Chief David Massey to express our concerns and to seek his assistance in securing corrective action. We discussed the viability of different speed controls. I mentioned to him that converting the intersection of Manklin Creek Road, Hatteras and Cape May to a four way stop was suggested by a few of

our residents. The Chief agreed to survey and observe the environment and concluded that the four way stop proposal merited consideration. The Chief advised, that since Manklin Creek Road is a County road, that any decisions would be County responsibility.

As a point of information, I presented this issue, in June 2019, to both our Operations Committee and Board of Directors, during their respective monthly meetings. I am pleased to advise that both The Parke Operations Committee and the Board of Directors voted, unanimously, to endorse and approve of Chief Massey's efforts to secure County approval of the conversion of the intersection of Manklin Creek Road, Hatteras and Cape May to a four way stop intersection.

As discussed this morning, additionally, The Parke requests that consideration be given to the addition of two street signs:

1. A Curve Sign indicating 15 MPH be placed prior to the curve on Manklin Creek Road that is located just past the intersection with Easton. A proposed location would be in front of the "rock" garden.

2. A 25 MPH sign be placed in the middle of the long grass area between Hatteras and Montclair Court.

Your understanding and support for this proposal is appreciated and I look forward to working with you to insure a successful conclusion to our request. I, along with our Operations Committee Chair, Bob Windsor and our General Manager, Ranyah Hamad, are available, at your convenience, for any additional required information or presentations.

Regards,

Bill Glock

*The Parke - Board President
2 Arcadia Court
Ocean Pines, MD. #21811*

**h: 410-973-1444
c: 518-857-2138**

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
09/24/19	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	1	2	29	32	11	2	1	0	0	0	0	0	0	0	78	31	34
12 PM	1	8	23	22	13	0	0	0	0	0	0	0	0	0	67	31	33
13:00	7	9	25	14	4	0	0	0	0	0	0	0	0	0	59	28	31
14:00	0	3	18	25	7	2	0	0	0	0	0	0	0	0	55	30	34
15:00	1	5	13	17	1	0	0	0	0	0	0	0	0	0	37	28	29
16:00	0	2	11	4	3	0	0	0	0	0	0	0	0	0	20	30	33
17:00	0	0	4	6	1	0	0	0	0	0	0	0	0	0	11	29	32
18:00	0	0	5	7	0	0	0	0	0	0	0	0	0	0	12	28	29
19:00	0	0	1	4	0	0	0	0	0	0	0	0	0	0	5	29	29
20:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
21:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	10	30	129	131	41	4	1	0	0	0	0	0	0	0	346		
Percent	2.9%	8.7%	37.3%	37.9%	11.8%	1.2%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	11:00	11:00	11:00	11:00	11:00	11:00								11:00		
Vol.	1	2	29	32	11	2	1								78		
PM Peak	13:00	13:00	13:00	14:00	12:00	14:00									12:00		
Vol.	7	9	25	25	13	2									67		

A

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent
09/25/19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
02:00	0	2	0	3	0	0	0	0	0	0	0	0	0	0	5	28	29
03:00	5	4	6	3	1	0	0	0	0	0	0	0	0	0	19	26	30
04:00	0	4	12	12	4	0	0	0	0	0	0	0	0	0	32	29	32
05:00	3	10	26	23	6	1	0	0	0	0	0	0	0	0	69	29	32
06:00	4	3	23	26	5	3	0	0	0	0	0	0	0	0	64	29	34
07:00	2	5	23	28	9	0	0	0	0	0	0	0	0	0	67	29	33
08:00	1	10	27	30	5	0	0	0	0	0	0	0	0	0	73	29	31
09:00	0	1	27	33	9	2	0	0	0	0	0	0	0	0	72	30	34
10:00	0	2	22	27	8	0	0	0	0	0	0	0	0	0	59	29	33
11:00	2	7	21	35	5	2	0	0	0	0	0	0	0	0	72	29	33
12 PM	3	6	20	29	12	1	0	0	0	0	0	0	0	0	71	30	33
13:00	1	4	19	26	6	0	0	0	0	0	0	0	0	0	56	29	32
14:00	0	2	20	33	9	0	0	0	0	0	0	0	0	0	64	29	33
15:00	3	3	28	15	3	0	0	0	0	0	0	0	0	0	52	28	30
16:00	4	0	13	14	1	0	0	0	0	0	0	0	0	0	32	28	29
17:00	0	3	10	6	0	0	0	0	0	0	0	0	0	0	19	27	29
18:00	0	0	7	1	1	0	0	0	0	0	0	0	0	0	9	28	32
19:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	28	29
20:00	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	29	29
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
22:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	28	66	308	350	84	9	0	0	0	0	0	0	0	0	845		
Percent	3.3%	7.8%	36.4%	41.4%	9.9%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	03:00	05:00	08:00	11:00	07:00	06:00									08:00		
Vol.	5	10	27	35	9	3									73		
PM Peak	16:00	12:00	15:00	14:00	12:00	12:00									12:00		
Vol.	4	6	28	33	12	1									71		

5

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
09/26/19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
02:00	0	1	0	1	1	0	0	0	0	0	0	0	0	0	3	32	34
03:00	1	1	10	5	0	0	0	0	0	0	0	0	0	0	17	27	29
04:00	1	5	15	22	3	0	0	0	0	0	0	0	0	0	46	29	31
05:00	5	6	15	16	3	0	0	0	0	0	0	0	0	0	45	28	31
06:00	0	5	18	15	4	0	0	0	0	0	0	0	0	0	42	29	32
07:00	1	3	26	36	6	2	0	0	0	0	0	0	0	0	74	29	33
08:00	2	6	22	41	8	1	0	0	0	0	0	0	0	0	80	29	33
09:00	1	5	32	37	9	2	0	0	0	0	0	0	0	0	86	29	33
10:00	1	3	36	38	14	1	0	0	0	0	0	0	0	0	93	30	33
11:00	0	6	28	40	7	1	0	0	0	0	0	0	0	0	82	29	32
12 PM	0	4	19	33	8	0	0	0	0	0	0	0	0	0	64	29	32
13:00	1	3	26	29	19	1	1	0	0	0	0	0	0	0	80	32	34
14:00	4	3	30	27	5	1	0	0	0	0	0	0	0	0	70	29	32
15:00	6	5	12	17	6	0	0	0	0	0	0	0	0	0	46	29	33
16:00	0	6	20	8	0	2	0	0	0	0	0	0	0	0	36	27	35
17:00	2	3	9	4	0	0	0	0	0	0	0	0	0	0	18	26	28
18:00	0	0	6	6	3	0	1	0	0	0	0	0	0	0	16	32	40
19:00	0	2	3	3	0	0	0	0	0	0	0	0	0	0	8	28	29
20:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3	23	24
21:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	28	29
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	25	68	331	381	96	11	2	0	0	0	0	0	0	0	914		
Percent	2.7%	7.4%	36.2%	41.7%	10.5%	1.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	05:00	05:00	10:00	08:00	10:00	07:00									10:00		
Vol.	5	6	36	41	14	2									93		
PM Peak	15:00	16:00	14:00	12:00	13:00	16:00	13:00								13:00		
Vol.	6	6	30	33	19	2	1								80		

9

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 0000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent
09/27/19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		*
01:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	29	29
02:00	1	0	1	2	0	0	0	0	0	0	0	0	0	0	4	28	29
03:00	2	0	10	1	1	0	0	0	0	0	0	0	0	0	14	24	31
04:00	3	2	10	17	1	0	0	0	0	0	0	0	0	0	33	28	29
05:00	2	1	21	21	5	0	0	0	0	0	0	0	0	0	50	29	32
06:00	1	9	37	31	5	0	0	0	0	0	0	0	0	0	83	28	30
07:00	1	7	35	16	2	2	0	0	0	0	0	0	0	0	63	28	32
08:00	1	6	18	22	9	0	0	0	0	0	0	0	0	0	56	30	33
09:00	6	6	40	25	10	1	0	0	0	0	0	0	0	0	88	29	33
10:00	1	11	21	21	6	0	0	0	0	0	0	0	0	0	60	29	32
11:00	1	10	29	22	3	0	0	0	0	0	0	0	0	0	65	28	29
12 PM	2	5	34	28	4	1	0	0	0	0	0	0	0	0	74	28	31
13:00	0	13	25	24	5	0	0	0	0	0	0	0	0	0	67	28	31
14:00	0	4	25	26	6	2	0	0	0	0	0	0	0	0	63	29	34
15:00	1	12	29	11	1	1	0	0	0	0	0	0	0	0	55	27	29
16:00	0	1	15	13	1	0	0	0	0	0	0	0	0	0	30	28	29
17:00	1	1	7	2	1	0	0	0	0	0	0	0	0	0	12	27	31
18:00	1	1	10	7	1	0	0	0	0	0	0	0	0	0	20	28	30
19:00	0	2	5	2	0	0	0	0	0	0	0	0	0	0	9	26	28
20:00	0	0	4	3	1	0	0	0	0	0	0	0	0	0	8	29	32
21:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	28	29
22:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
23:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
Total	24	91	377	299	62	7	0	0	0	0	0	0	0	0	860		
Percent	2.8%	10.6%	43.8%	34.8%	7.2%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	10:00	09:00	06:00	09:00	07:00									09:00		
Vol.	6	11	40	31	10	2									88		
PM Peak	12:00	13:00	12:00	12:00	14:00	14:00									12:00		
Vol.	2	13	34	28	6	2									74		

7

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent
09/28/19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	29	29
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	1	3	3	0	0	0	0	0	0	0	0	0	0	7	28	29
04:00	0	6	5	8	7	1	0	0	0	0	0	0	0	0	27	32	34
05:00	1	5	15	15	2	2	0	0	0	0	0	0	0	0	40	29	35
06:00	2	5	16	13	4	0	0	0	0	0	0	0	0	0	40	29	32
07:00	3	0	25	36	4	0	0	0	0	0	0	0	0	0	68	29	30
08:00	0	4	30	28	8	0	0	0	0	0	0	0	0	0	70	29	32
09:00	3	4	13	25	6	0	0	0	0	0	0	0	0	0	51	29	32
10:00	0	3	19	29	5	1	0	0	0	0	0	0	0	0	57	29	33
11:00	0	6	23	22	9	0	0	0	0	0	0	0	0	0	60	29	33
12 PM	2	5	22	24	11	1	1	0	0	0	0	0	0	0	66	31	34
13:00	3	6	17	17	6	0	0	0	0	0	0	0	0	0	49	29	32
14:00	4	6	16	24	1	1	0	0	0	0	0	0	0	0	52	28	29
15:00	9	14	15	9	0	0	0	0	0	0	0	0	0	0	47	26	28
16:00	0	0	13	16	9	2	0	0	0	0	0	0	0	0	40	32	35
17:00	1	2	6	5	0	1	0	0	0	0	0	0	0	0	15	28	36
18:00	0	0	4	4	1	0	0	0	0	0	0	0	0	0	9	29	32
19:00	0	1	4	4	1	0	0	0	0	0	0	0	0	0	10	29	32
20:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	28	29
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
22:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	28	29
23:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
Total	28	69	248	288	74	9	1	0	0	0	0	0	0	0	717		
Percent	3.9%	9.6%	34.6%	40.2%	10.3%	1.3%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	04:00	08:00	07:00	11:00	05:00									08:00		
Vol.	3	6	30	36	9	2									70		
PM Peak	15:00	15:00	12:00	12:00	12:00	16:00	12:00								12:00		
Vol.	9	14	22	24	11	2	1								66		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent
09/29/19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	2	1	1	1	0	0	0	0	0	0	0	0	0	5	31	33
03:00	0	4	3	3	0	0	0	0	0	0	0	0	0	0	10	27	29
04:00	2	4	4	7	1	0	0	0	0	0	0	0	0	0	18	28	30
05:00	3	2	17	19	5	1	0	0	0	0	0	0	0	0	47	29	33
06:00	0	5	16	14	9	0	0	0	0	0	0	0	0	0	44	31	33
07:00	2	4	22	28	3	0	0	0	0	0	0	0	0	0	59	28	30
08:00	2	6	25	30	4	2	0	0	0	0	0	0	0	0	69	29	33
09:00	2	3	29	28	13	2	0	0	0	0	0	0	0	0	77	31	34
10:00	1	5	13	23	6	0	0	0	0	0	0	0	0	0	48	29	33
11:00	0	1	15	21	9	0	0	0	0	0	0	0	0	0	46	31	33
12 PM	0	2	15	10	5	1	0	0	0	0	0	0	0	0	33	31	34
13:00	0	1	11	22	2	1	0	0	0	0	0	0	0	0	37	29	32
14:00	0	3	17	22	5	0	0	0	0	0	0	0	0	0	47	29	32
15:00	0	5	16	15	2	0	0	0	0	0	0	0	0	0	38	28	30
16:00	0	3	12	10	3	0	0	0	0	0	0	0	0	0	28	29	32
17:00	0	2	3	7	1	0	0	0	0	0	0	0	0	0	13	29	31
18:00	0	1	1	3	0	0	0	0	0	0	0	0	0	0	5	28	29
19:00	0	2	1	2	1	0	0	0	0	0	0	0	0	0	6	30	33
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	12	55	221	266	70	7	0	0	0	0	0	0	0	0	631		
Percent	1.9%	8.7%	35.0%	42.2%	11.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	05:00	08:00	09:00	08:00	09:00	08:00									09:00		
Vol.	3	6	29	30	13	2									77		
PM Peak		15:00	14:00	13:00	12:00	12:00									14:00		
Vol.		5	17	22	5	1									47		

6

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 0000001
Station ID:
Manklin Creek and Hatteras
Manklin Creek and Hatteras
Latitude: 0' 0.0000 Undefined

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
09/30/19	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
01:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	32	34
02:00	0	2	2	1	1	0	0	0	0	0	0	0	0	0	6	30	33
03:00	1	5	6	5	1	0	0	0	0	0	0	0	0	0	18	28	30
04:00	0	0	8	14	5	1	0	0	0	0	0	0	0	0	28	31	34
05:00	4	6	20	20	4	0	0	0	0	0	0	0	0	0	54	28	31
06:00	0	5	26	36	7	0	0	0	0	0	0	0	0	0	74	29	32
07:00	1	12	30	31	8	0	0	0	0	0	0	0	0	0	82	29	32
08:00	3	5	27	21	3	0	0	0	0	0	0	0	0	0	59	28	30
09:00	0	8	18	38	3	0	0	0	0	0	0	0	0	0	67	29	29
10:00	4	11	22	30	8	1	0	0	0	0	0	0	0	0	76	29	33
11:00	2	3	22	24	7	0	0	0	0	0	0	0	0	0	58	29	32
12 PM	0	11	36	26	4	0	0	0	0	0	0	0	0	0	77	28	30
13:00	5	8	27	21	2	0	0	0	0	0	0	0	0	0	63	28	29
14:00	1	5	18	18	2	0	0	0	0	0	0	0	0	0	44	28	29
15:00	0	2	8	17	5	0	0	0	0	0	0	0	0	0	32	30	33
16:00	0	3	7	8	3	0	0	0	0	0	0	0	0	0	21	29	33
17:00	0	1	6	6	0	0	0	0	0	0	0	0	0	0	13	28	29
18:00	1	0	0	3	1	0	0	0	0	0	0	0	0	0	5	31	33
19:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	28	29
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	29	29
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	22	88	284	323	66	2	0	0	0	0	0	0	0	0	785		
Percent	2.8%	11.2%	36.2%	41.1%	8.4%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	05:00	07:00	07:00	09:00	07:00	04:00									07:00		
Vol.	4	12	30	38	8	1									82		
PM Peak	13:00	12:00	12:00	12:00	15:00										12:00		
Vol.	5	11	36	26	5										77		

10

When two vehicles approach an intersection from different streets or highways at approximately the same time, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. The right-of-way can be modified at through streets or highways by placing YIELD (R1-2) signs (see Sections 2B.08 and 2B.09) or STOP (R1-1) signs (see Sections 2B.05 through 2B.07) on one or more approaches.

Guidance:

02 *Engineering judgment should be used to establish intersection control. The following factors should be considered:*

- A. *Vehicular, bicycle, and pedestrian traffic volumes on all approaches;*
- B. *Number and angle of approaches;*
- C. *Approach speeds;*
- D. *Sight distance available on each approach; and*
- E. *Reported crash experience.*

03 *YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:*

- A. *An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;*
- B. *A street entering a designated through highway or street; and/or*
- C. *An unsignalized intersection in a signalized area.*

04 *In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*

- A. *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
- B. *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*
- C. *Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*

05 *YIELD or STOP signs should not be used for speed control.*

Support:

06 Section 2B.07 contains provisions regarding the application of multi-way STOP control at an intersection.

Guidance:

07 *Once the decision has been made to control an intersection, the decision regarding the appropriate roadway to control should be based on engineering judgment. In most cases, the roadway carrying the lowest volume of traffic should be controlled.*

08 *A YIELD or STOP sign should not be installed on the higher volume roadway unless justified by an engineering study.*

Support:

09 The following are considerations that might influence the decision regarding the appropriate roadway upon which to install a YIELD or STOP sign where two roadways with relatively equal volumes and/or characteristics intersect:

- A. *Controlling the direction that conflicts the most with established pedestrian crossing activity or school walking routes;*
- B. *Controlling the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds; and*
- C. *Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic.*

Standard:

10 **Because the potential for conflicting commands could create driver confusion, YIELD or STOP signs shall not be used in conjunction with any traffic control signal operation, except in the following cases:**

- A. **If the signal indication for an approach is a flashing red at all times;**
- B. **If a minor street or driveway is located within or adjacent to the area controlled by the traffic control signal, but does not require separate traffic signal control because an extremely low potential for conflict exists; or**
- C. **If a channelized turn lane is separated from the adjacent travel lanes by an island and the channelized turn lane is not controlled by a traffic control signal.**



1 and 4 = curve sign with 15 mph safe speed placard
2 and 3 = 25 mph speed limit sign



24

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT.*
Phil Thompson, Finance Officer
DATE: October 28, 2019
RE: Implementation of Rental Regulations

As you know, our two departments have worked together throughout the process of preparation and adoption of the four legislative bills recently passed by the County Commissioners concerning the new rental property licensing requirements and enhanced provisions of the hotel rental tax law (a.k.a., room tax). As we moved closer to adoption of the legislation, we met more frequently and involved more staff members to ensure that we adequately covered the issues relative to the collection of the room tax for properties licensed as short-term rentals.

We see two main components to implementing the new program. The first component, to be handled by the Department of Development Review and Permitting (DRP), will involve several processes. First will be the intake of rental license applications. Different reviews will be necessary depending upon the type of license needed. Hotel/motel, short term residential, mobile home park, campground, bed and breakfast, group homes, and boarding and lodging houses will all have different aspects to review. For example, in the instance of short term rentals applications, each will have to be reviewed for accuracy, floor plans studied and permitted occupant loads calculated, determinations made as to whether the room tax will apply, the property file reviewed for any outstanding violations on the property, and consistency with the zoning regulations confirmed, among other things. Once the license is ready to be issued, we will coordinate with the Treasurer's Office to establish a room tax account. Other types of licenses such as hotels and motels will have a slightly different review process. The second process is a concentrated effort to identify properties being used for rental purposes and to ensure that they are properly licensed. This will involve daily reviews of online rental platforms and print media. We will also look to ensure that properly licensed properties are including their license number in all advertising, as required by law. The third process will be the intake and investigation of rental related complaints. We firmly suspect that there will be a significant

increase in the number and nature of such complaints over what we have seen up until now. Some of these complaints will require site inspections of the subject properties. As currently designed, these will be the only times we inspect properties for compliance. Another process will be the handling of changes to licensed properties, such as changes in ownership or type of license or actual physical changes to the property. An additional process will be an ongoing education campaign about the requirements for a rental license. We hope to begin such an effort in mid-November with help from Kim Moses for public service announcements., etc. We anticipate the need to keep this process going for perhaps the bulk of next year. As I have stated on numerous occasions, I believe that I need two additional staff persons to manage all of these tasks. While both would be cross trained in all aspects, we would like one individual to focus on processing license applications and renewals and the other to focus on education, enforcement and complaint reconciliation. We are already getting inquiries from property owners as well as from property management companies with regard to license applications, fees, etc.

We are currently finalizing drafts of the actual license applications, the licenses themselves and informational brochures. While we hope to have a software solution in place by the start of 2020 that would allow us to simplify all of the processes, we are also preparing to use a paper system if necessary.

The second main component of implementation of the rental license program will be handled by the Treasurer's Office. This component will be the collection of the room tax on those rentals of less than four months. With a robust licensing program we expect to see a significant increase in the collection of these taxes. While this will generate more work for the office, we believe there is a solution to the additional workload without requiring additional staff. Throughout the adoption process of the rental licensing regulations passed by the County Commissioners, the Treasurer's Office explored software options available to process and account for properties and fees involved. In looking at software that would be compatible with our current systems as well as add a more efficient way to capture room taxes on the licensed parcels, we compared three possibilities (options for New World, Munis and Tyler Energov). Based on the least costly option that would best fit our needs, it appears that the Munis licensing module will be our best option. This module will integrate with our current parcel database, our Tyler cashiering, and our front end Munis CSS (customer self-service) and will not require an additional server. This module will allow us to identify the rentals by customer, parcel and property management company, providing multiple scenarios for management and payment. It will also allow us to layer room tax collections over the database (most likely in the fall of 2020) to provide for better efficiency and compliance of room tax revenues, leading to higher room tax collections. If they so choose, customers will be able to set up a user ID and password to apply for a rental license, pay annual fees, and file monthly room tax (by property management company as well). The initial purchase of the software module is \$50,492 and it will serve both DRP rental licensing and Treasurer's Office room tax collections. We have been quoted implementation costs of \$39,200 but all feel that will not all need to be spent due to our current familiarity with Munis products as well as the fact that we are not going through a conversion of current data. Annual maintenance is \$11,736 and will be added to our current software maintenance costs. We feel this is well worth the investment to procure the proper tools at the beginning of this endeavor. This software solution would be a great help in the Treasurer's Office tax collection efforts even if there had been no changes in the law or a rental license program established. The Treasurer's Office was able to encumber \$10,000 from prior year surpluses to put towards this project. Implementation teams are scheduling up to 60 days out so it is imperative that we approve the quote now if we want to have a software system in place and

ready for the implementation in early January rather than a paper system.

We have attached herewith a draft fee resolution for the County Commissioners' consideration. If adopted as drafted, we believe we would generate more than sufficient funds to cover both the additional staff and software through the license fees alone. The increased room tax collections will be the larger positive revenue generator.

Early indications are that we could conservatively expect to issue 400 to 600 short-term rental licenses per year, generating \$160,000 to \$240,000. Recommended mobile home park license fees should cover the loss of the current excise tax collections and will be a much more equitable and verifiable process. We do not have any real sense of the number of rental licenses that will be issued for rentals beyond the 28 day limit for short-term rental licenses. Since the recommended fee for these licenses is also the lowest of all the fees, we don't expect that it will be a significant contributor to the overall revenue totals from licensing.

As always, we both will be available to discuss the matter in greater detail with you and the County Commissioners at your convenience. Please do not hesitate to contact us should you have any questions or require additional information in the interim.

EAT:phw

cc: Phyllis Wimbrow
Jennifer Keener
Jennifer Swanton

RESOLUTION ESTABLISHING RENTAL LICENSE FEES

WHEREAS, on August 20, 2019 the County Commissioners of Worcester County, Maryland adopted Bill 19-4, entitled Taxation and Revenue - Rental Licenses, which added a new Section TR 2-106 to the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland which provides that no person, firm or corporation or any other entity with an interest in real property shall rent or offer for rent all or any portion of any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations or any lot or parcel of land for the purposes of placing a manufactured or mobile home, recreational vehicle or tent, regardless of the length of the rental term, without first obtaining a rental license from the County which shall be issued only to the property owner; and

WHEREAS, Section TR 2-106 further provides that rental license fees shall be established by resolution of the County Commissioners of Worcester County, Maryland.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule is hereby adopted for all annual rental license applications:

<u>Use or Structure</u>	<u>Annual Fee</u>
Short term rental properties	\$400.00 per unit.
Mobile home park	\$400.00 per lot, site or unit.
Hotel, motel or campground	\$5.00 per room or site, minimum of \$250.00
Bed and breakfast establishments	\$400.00 per establishment
Keeping of roomers or boarders	\$100.00 per home
Dwelling unit rentals greater than 28 days (Year-round or seasonal rentals)	\$100.00 per dwelling unit
Group homes and assisted living facilities where all units are owned by a single business entity operating the facility	\$250.00 per establishment
Group homes and assisted living facilities where units are individually owned and rented	\$100.00 per unit
License modifications with no change in class of license	\$50.00
License modifications with change in class of license	\$50.00 plus incremental difference in class fee
License modifications for additional units, rooms or sites	\$50.00 plus \$5.00 per additional unit, room or site
Any use or structure not specifically stated herein	Fee for the most similar use or structure as determined by the Department.

OCT 24 2019



25

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: October 23, 2019
RE: Suggested Prohibition on Solar Farms and
Limitations on Panel Deployment

Pursuant to your request, I have drafted this memorandum in response to Commissioner Elder's request of consideration to only allow solar panels on rooftops and parking lots and to prohibit solar farms in Worcester County. In order to frame the discussion I would like to provide some historical basis for today's current regulations as contained in § ZS 1-344 of the Zoning and Subdivision Control Article (ZSCA).

p. 3

In the comprehensive rewrite of the ZSCA in 2009 we established § ZS 1-344 which is entitled Alternative Energy Facilities. The original language in this section was directed at wind energy facilities, which were the leading issue at that time. Solar panel regulations were first included in the ZSCA in 2011 at the request of the County Commissioners. At that time I drafted a comprehensive amendment to § ZS 1-344 to include regulations on all forms of solar energy production, including but not limited to just solar panels but all types of thermal energy production as well. Initially we defined three different levels of solar panel installations, those being small, medium and large systems. Each system was defined by its rated power production and type of utilization. At that time, large systems were defined as anything with a production capacity in excess of 200 kilowatts. In 2014 the ZSCA was amended to redefine the limits of the large systems and to add a definition of a "utility scale" system. Large systems were redefined to include those with rated capacities of 200 kilowatts up to and including 2.5 megawatts while utility scale systems were defined as those systems with a rated capacity in excess of 2.5 megawatts.

In addition to the requirements in our ZSCA, certain large scale solar projects, or "solar farms" as they are commonly known, are regulated by the Public Service Commission (PSC). Pursuant to the Maryland Public Utilities Article of the Annotated Code, Section 7-207.1, any solar project with a rated capacity of 2,000 kilowatts (2 megawatts) and above must file for a

Certificate of Public Convenience and Necessity (CPCN). In response to a lawsuit the Maryland Court of Appeals held in a unanimous decision issued July 15, 2019 that the CPCN process preempts local zoning regulation. In other words, not only are we barred from enforcing our ZSCA for these projects, we could not prohibit them even if we amended our ZSCA to do so either.

Beyond our limitations to address these larger solar projects, I do not recommend limiting all other installations to only rooftops and parking lots. The Department issues permits for ground mounted solar arrays to power a home or poultry houses on a regular basis. Solar panels are currently used in all types of other applications as well. They power lighting on all types of signs, from billboards to commercial advertising and traffic control devices. While I do not think Commissioner Elder meant to go this far, please keep in mind that small solar panels also power everything from fence chargers on farms to security lighting on people's homes. I only use those examples to demonstrate just how far the use of solar panels goes and how careful we must be in changing the law. Additionally, please remember that any material changes in the law could render many existing deployments of solar arrays nonconforming structures and uses. This means that we would not only prohibit new installations but also prevent individuals and companies from replacing or doing anything beyond routine maintenance to what could be large investments in panels.

Should the County Commissioners wish to take any action regarding solar panels I will be happy to prepare whatever text amendments are necessary to effectuate the changes desired. I do caution, however, that considerable thought must be given to the potential consequences of the changes.

Please do not hesitate to contact me should you have any questions or require additional information.

EAT:phw

cc: Phyllis Wimbrow
Jennifer Keener

equipment shall be located within this fenced area. The fence shall have an access gate which shall be kept in a locked condition at all times, except when servicing is required. The fence shall be equipped with additional entrance prevention devices as necessary to prevent compound access by unauthorized personnel. Except for monopoles in the C-2 District and monopoles, freestanding towers and guyed towers in the I-1 and I-2 Districts, there shall be an additional screening requirement consisting of a buffer at least twenty-five feet in width planted with native species trees capable of reaching not less than sixty feet in height when mature. For monopoles in the C-2 District and monopoles, freestanding towers and guyed towers in the I-1 and I-2 Districts, screening-type landscaping in accordance with § ZS 1-322 hereof shall be provided around the exterior perimeter of the fence.

- F. **Visibility.** All telecommunications facilities and accessory structures shall be sighted in such a way as to have the least possible adverse effect on the visual environment. All non-concealed or -camouflaged facilities shall be of a galvanized finish or painted light gray or pale blue above any surrounding tree line while any portion below the tree line shall be painted gray, green, black or similar color and designed to blend into the natural environment or surrounding structures, unless otherwise required by the FAA. Furthermore, they shall be designed and sighted so as to avoid, wherever possible, application of FAA lighting and painting requirements. When located in any zoning district other than the I-1 or I-2 Districts, structures and facilities accessory to a monopole or tower shall use architecture, materials, colors and textures designed to blend with the natural environment and other structures in the general area. The concealment or camouflaging of monopoles, towers and other telecommunication facilities, using industry standard techniques and structures such as artificial trees, architectural features on buildings, flag poles and grain silos, among others, is highly recommended and should be used wherever possible.
- G. **Additional provisions.** All obsolete or unused towers and equipment shall be removed at the owner's expense within twelve months of the cessation of use.

§ ZS 1-344. Alternative energy facilities.

- (a) **Purpose and intent.** The purpose and intent of this section is to provide for the effective management, control and review of a variety of alternative energy facilities in a manner which facilitates their development while protecting the health, safety and welfare of the citizens of the County.
- (b) **Definitions.** For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

MECHANICAL EQUIPMENT — Any device or equipment associated with or a part of a solar energy system, such as but not limited to electrical control units, transformers, inverters, switching equipment, electrical cabinets, pumps, regulators and the like that transfer, transmit, switch or regulate the energy produced by the system and transfer the

energy to the on-site building or dwelling where the energy is consumed. Mechanical equipment shall not include wires, cables or pipes. [Added 3-15-2011 by Bill No. 11-2]

METEOROLOGICAL TOWER — Any tower and its supporting structure which holds or supports equipment and telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous information or to characterize long-term trends in wind resources at a given location.

OVERSPEED CONTROL — A device or system designed and maintained to prohibit the uncontrolled rotation of the wind energy conversion system's rotors or blades beyond their operational limitations.

PASSIVE STALL REGULATION SYSTEM — A form of overspeed protection whereby the angle of attack of the blade airfoil is increased by the flexing of the blade from excessive wind speeds until the lift force on the blade stops acting and the blade's rotation is slowed or stopped or a system employing blades angled such that winds above a given speed create turbulence on the upwind side of the blade to limit or stop the blades' rotation.

ROTOR DIAMETER — The cross-sectional dimension of the circle swept by the rotating blades.

SOLAR ENERGY HEATING EQUIPMENT — Any system or device located on or adjacent to a building and designed to harness solar radiation to heat water for use in a building's domestic water system, swimming pool, hot tub or other similar fixture or to heat air, water or any other liquid or gas which is then used to condition a space occupied by humans or animals. [Added 3-15-2011 by Bill No. 11-2]

SOLAR ENERGY POWER SYSTEM — Any device or facility that converts solar energy into electrical energy either directly, as in the case of photovoltaic cells, or indirectly by first capturing and/or concentrating solar radiation for the purpose of converting any liquid to a gas used to fuel or propel an electrical generator. [Added 3-15-2011 by Bill No. 11-2]

SOLAR ENERGY SYSTEM, LARGE — A ground-mounted solar energy system with a rated capacity of two hundred kilowatts up to and including two and one-half megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid or to be sold to other power consumers through a power purchase agreement as part of a net metering project which may include both physical or virtual aggregation, or be consumed on-site. [Added 3-15-2011 by Bill No. 11-2; amended 11-18-2014 by Bill No. 14-6]

SOLAR ENERGY SYSTEM, MEDIUM — A ground-mounted solar energy system with a rated capacity greater than five kilowatts but less than two hundred kilowatts or a roof mounted solar energy system of any capacity in excess of five kilowatts and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use on a single lot or parcel or group of adjacent lots or parcels. [Added 3-15-2011 by Bill No. 11-2]

SOLAR ENERGY SYSTEM, SMALL — A solar energy system with a rated capacity of five kilowatts or less and serving, or designed to serve, any agricultural, residential, commercial, institutional or industrial use on a single parcel or lot. Individual photovoltaic cells or small groups of such cells attached to and used to either directly power, or charge a battery which does so, an individual device such as a light fixture, fence charger, radio or water pump shall not be considered as a small energy power generation facility as defined herein and may be used in any zoning district without regard to lot or setback requirements. [Added 3-15-2011 by Bill No. 11-2]

SOLAR ENERGY SYSTEM, UTILITY SCALE — A ground-mounted solar energy system with a rated capacity in excess of two and one-half megawatts, the principal purpose of which is to provide electrical power for sale to the general power grid. [Added 11-18-2014 by Bill No. 14-6]

TOTAL HEIGHT — The vertical distance from the ground level to the tip of a wind generator blade at its highest point of rotation.

TOWER — The vertical component of a wind energy conversion system that elevates the wind turbine generator and attached blades above the ground.

WIND ENERGY CONVERSION SYSTEM — An electrical generating facility consisting of a wind turbine, generator and other accessory structures and buildings, electrical infrastructure and other appurtenant structures and facilities. For the purposes of this section, wind energy conversion systems shall be categorized as follows:

- (1) SMALL WIND ENERGY CONVERSION SYSTEM — A wind energy conversion system consisting of a single wind turbine, generators, a tower and associated controls which has a total rated capacity of twenty kilowatts or less and designed to supplement other electricity sources to buildings or facilities wherein the power generated is used primarily for on-site consumption.
- (2) MEDIUM WIND ENERGY CONVERSION SYSTEM — A wind energy conversion system consisting of one or more wind turbines, generators, towers and associated controls which have a total rated capacity of more than twenty kilowatts but not greater than one hundred kilowatts and designed to supplement other electricity sources to buildings or facilities wherein the power generated is used primarily for on-site consumption.
- (3) LARGE WIND ENERGY CONVERSION SYSTEM — A wind energy conversion system consisting of one or more wind turbines, generators, towers and associated controls which have a total rated capacity of more than one hundred kilowatts and designed to provide electrical energy to the power grid as well as provide energy to the facilities wherein the system is located.

WIND TURBINE — Any machine that converts the wind's kinetic energy into rotary mechanical energy.

- (c) Wind energy conversion systems. Where wind energy conversion systems are allowed in accordance with the provisions of this section, the following regulations shall apply:

- (1) Wind energy conversion systems shall only be allowed where specifically permitted and in strict conformance with the requirements as set forth herein. Notwithstanding the provisions of §§ ZS 1-116 and 1-117 hereof, there shall be no variances or adjustments permitted to the setback or lot requirements established herein for wind energy conversion systems.
- (2) Minimum lot requirements shall be as follows:
 - A. Small wind energy conversion systems: Lot area, no minimum established but instead shall be a function of the minimum setbacks; minimum setbacks in the A, E, C, I and CM Districts, one and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way, and in the V, R and RP Districts, two and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way.
 - B. Medium wind energy conversion systems: Lot area, five acres; minimum setbacks in the A and I Districts, one and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way, and in the E, C and CM Districts, two and one-half times the total height of the system to all property lines, overhead power lines, and public rights-of-way.
 - C. Large wind energy conversion systems: not permitted in any district.
- (3) Anchor points for any guy wires supporting a wind energy conversion system shall be set back a minimum of twenty-five feet from all property lines.
- (4) There shall be no more than one wind energy conversion system on any lot in any V, R or RP District and no more than two wind energy conversion systems on any lot in the A, E, C, I or CM Districts.
 - A. The Board of Zoning Appeals as a special exception may authorize greater than two wind energy conversion systems on any lot in an A District where the Board affirmatively finds that the additional wind energy conversion systems will not have a detrimental effect on the peaceful enjoyment of the surrounding properties.
- (5) All wind energy conversion systems must be approved under an emerging technology program such as the California Energy Commission, International Electrotechnical Commission or any other wind energy certification program recognized by the American Wind Energy Association or the United States Department of Energy. Home built, experimental and prototype wind energy conversion systems shall be allowed, provided their safety is certified by a professional engineer licensed in the State of Maryland.
- (6) All building permit applications for wind energy conversion systems shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, footings, and any accessory structures. An engineering analysis, prepared by a licensed professional engineer, of the tower and its supporting

systems demonstrating compliance with the most current edition of the International Building Code shall also be provided.

- (7) All wind energy conversion systems shall be supplied with a redundant braking system to prevent overspeed rotation. The braking system shall include both aerodynamic overspeed controls, including variable pitch, tip brakes, and other similar systems, and a mechanical or electromechanical braking system. All mechanical brakes shall be operated in fail-safe mode. Passive stall regulation shall not be considered an approved braking system for overspeed protection.
- (8) All electrical wires associated with a wind energy conversion system, other than those necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect or the junction box, or any required grounding wires, shall be located underground.
- (9) Wind energy conversion systems shall not be artificially lighted. If the proposed system is in such a location or of such a height that the Federal Aviation Administration would require lighting, the system shall not be permitted.
- (10) No part of any wind energy conversion system, including any guy wires supporting the system or the area swept by the rotors, shall be located upon, within or extend over a drainage, utility, access or other similar established easement. Systems or components thereof may be located within agricultural land preservation easements, provided all pertinent regulatory agencies agree to such location and use.
- (11) Audible noise due to a wind energy conversion system's operations shall not exceed the background noise levels as measured at the property line of the site on which the system is located by more than five decibels as measured on the decibel scale using sound weighting filter A [commonly known as the "dB(A) scale"].
- (12) The minimum distance between the ground and any part of the rotor blade for a small wind energy conversion system shall be twelve feet while for a medium wind energy conversion system it shall be thirty feet. Any tower climbing apparatus shall be at least twelve feet from the ground.
- (13) Wind turbines shall be painted a nonreflective, nonobtrusive color.
- (14) Where a wind energy conversion system has not generated any electricity for a period of twelve months or more, it shall be considered abandoned and, as such, shall be decommissioned and removed by the property owner. The decommissioning shall include removal of any wind turbine, its supporting tower or structure, buildings, cabling, electrical components, or any other part of the system that is at or aboveground level. The property owner shall be responsible for fully completing the decommissioning within ninety days of abandonment.
- (15) Meteorological towers shall be subject to the same regulations and standards as a wind energy conversion system in the given zoning district.

(d) Solar energy power system or heating equipment. Solar energy systems and solar energy heating equipment shall be permitted in any zoning district subject to the following conditions and limitations: [Amended 3-15-2011 by Bill No. 11-2]

- (1) Small and medium solar energy systems and solar energy heating equipment shall be permitted in all zoning districts subject to the following requirements:
 - A. Small solar energy systems or any solar energy heating equipment may be a part of or attached to a principal or accessory structure located on a site and shall be subject to the same setback and height limitations of said structure except as may be modified by § ZS 1-305(k)(1)D hereof. Where not a part of or attached to a principal or accessory structure, small solar energy systems and solar energy heating equipment shall be considered an accessory use on any lot or parcel of land and shall be subject to the setback and height limitations as contained in the particular zoning district for other customary accessory structures which are directly incidental to the permitted principal uses and structures on the site.
 - B. Medium solar energy systems may be attached to or a part of a principal or accessory structure located on a site or may be located as freestanding independent arrays, systems or structures. In all cases they shall be subject to the setback and height limitations for the principal structure.
 - C. All mechanical equipment associated with and necessary for the operation of the solar energy system shall not be located in the minimum front yard setback and shall be subject to the setback requirements for customary accessory structures in the zoning district.
 - D. All mechanical equipment shall be screened from any adjacent property which is in the R-1, R-2, R-3, R-4 or V-1 Districts or used for residential purposes. The screen shall consist of shrubbery, trees or other ornamental or natural vegetation sufficient to provide an immediate visual barrier to the equipment. In lieu of a vegetative screen a decorative fence may be used.
 - E. All solar panels shall be situated in such a manner as to prevent concentrated solar radiation or glare from being directed onto adjacent properties, roads, or public gathering places.
 - F. All power transmission lines for freestanding ground-mounted solar energy systems or pipes from solar energy heating equipment connecting freestanding systems to a building shall be located underground.
 - G. Signage or text on solar energy systems may be used to identify the manufacturer, equipment information, warning or ownership but shall not be used to display any commercial advertising message or anchor any streamers, balloons, flags, banners, ribbons, tinsel or other materials to attract attention.
 - H. Any ground-mounted system which has not produced any electricity for a period of twelve months or more or found to be unsafe by the Building Official shall be considered abandoned and, as such, shall be repaired or

decommissioned and removed by the property owner. The decommissioning shall include the removal of the solar energy system and all equipment, electrical components, support structures, cabling, or any other part of the system that is at ground level or above. The property owner shall be responsible for completing the decommissioning within ninety days of abandonment.

- I. All references herein to the rated capacity of solar systems or equipment are as stated in the manufacturer's maximum power rating for the solar panel system as direct current (DC) wattage under Standard Test Conditions (STC) of 1,000 W/m² of solar irradiance and 25°C PV module temperature. **[Added 11-18-2014 by Bill No. 14-6]**
- (2) Large solar energy systems may be located in the A-1, A-2, I-1 and I-2 Districts with a minimum lot area of twenty acres. Such systems may also be located in the E-1, V-1, C-1, C-2 and C-3 Districts with a minimum lot area of thirty acres which in no case may be reduced by action of the Board of Zoning Appeals notwithstanding the provisions of § ZS 1-116(c)(4). All large solar energy systems shall be set back a minimum of one hundred feet from all property lines for sites in the E-1, V-1, C-1, C-2 and C-3 Districts and a minimum of fifty feet from all property lines for sites in the A-1, A-2, I-1 and I-2 Districts. All large solar energy systems shall provide a vegetated buffer at least six feet in width if solar panels are located within five hundred feet of any property zoned or used for residential purposes, said buffer to be located within the required yard setback adjoining such residential use or zoning district. Furthermore, all large solar energy systems shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof. **[Amended 7-19-2011 by Bill No. 11-3; 11-18-2014 by Bill No. 14-6]**
- (3) Utility scale solar energy systems may be located in the A-1, A-2, E-1, V-1, C-1, C-2, C-3, I-1 and I-2 Districts with a minimum lot area of fifty acres which in no case may be reduced by action of the Board of Zoning Appeals notwithstanding the provisions of § ZS 1-116(c)(4). Furthermore, all approvals of utility scale solar energy systems shall be in accordance with a two-step approval process. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to proceeding to the second step. **[Added 11-18-2014 by Bill No. 14-6]**
 - A. Step I concept plan approval. In this step the applicant shall submit adequate plans and documents to sufficiently address the required elements of review by the Technical Review Committee, Planning Commission and County Commissioners. This submission shall constitute the application for a utility scale solar energy system.
 1. The concept plan shall include at a minimum the following:
 - (i) A sketch plan at a readable scale with contours shown at two-foot intervals, all existing and man-made features, existing zoning, a vicinity map, flood zone designation, and the boundary of the

Chesapeake or Atlantic Coastal Bays Critical Area and designation if applicable.

- (ii) A preliminary designation of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, and a forest stand delineation showing any existing significant trees.
 - (iii) A preliminary delineation of the area proposed to be disturbed by the construction of the solar energy system and a schematic plan generally identifying the existing and proposed drainage patterns for the site and potential stormwater management treatment measures.
 - (iv) A written narrative outlining the need and benefits of the proposed facility, the anticipated life of the facility, and proposed measures and financial sureties for decommissioning the facility at the end of its useful life.
 - (v) An operations and maintenance plan which includes measures to limit unauthorized access to the facility and minimize environmental impacts from cleaning and maintaining the facility, general operational parameters, and emergency operations and shutdown procedures.
 - (vi) A description of the type, size, amount, height and area occupied by the various components of the solar energy system and conceptual elevation drawings of any proposed buildings.
 - (vii) Where potable water and wastewater treatment is required, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.
 - (viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may reasonably require to fully evaluate the proposal.
2. The Technical Review Committee shall meet with the applicants to review the concept plan and written information. The Technical Review Committee may request additional information from the applicant, including studies or reports, and may require changes or make suggestions to the applicant with regard to the application and its conformance with other sections of the Zoning and Subdivision Control Article and other pertinent laws and programs. Subsequent to the meeting, the Technical Review Committee shall prepare a report to the Planning Commission of its findings and recommendations, a copy of which shall also be supplied to the applicant. The Technical Review Committee shall review the applicant's submission and present its report to the Planning Commission within ninety days of the applicant's

submission of a complete application, unless extended by the Planning Commission.

3. The Planning Commission shall then meet with the applicant to review the submission and the report of the Technical Review Committee. The Planning Commission shall produce findings with regard to the application's consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and any other laws or programs that may apply to the application. The Planning Commission shall also make a recommendation to the County Commissioners as to approval or disapproval of the application which may address the items contained in the Technical Review Committee Report and other such areas as it may deem appropriate. The Planning Commission shall submit its report and recommendation within ninety days of its receipt of the Technical Review Committee Report, unless extended by the County Commissioners.
 4. The County Commissioners shall consider the application and recommendation of the Planning Commission and hold a public hearing within ninety days of receipt of the Planning Commission's report and recommendation, unless extended by a majority vote of the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113 hereof. Notice of the public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application and the Technical Review Committee and Planning Commission reports and recommendations and shall, following the public hearing, approve or disapprove the application. The County Commissioners may require independent reports by consultants at the expense of the applicant prior to making a determination with regard to the application. Failure of the County Commissioners to reach a formal decision on the application within six months of the public hearing shall constitute a denial of the application. In granting an approval the County Commissioners may impose any conditions they see fit in order to protect the health, safety and welfare of the adjoining property owners or public at large. Any conditions so established shall run with the land and shall be fully enforceable upon any subsequent owners, tenants or occupants of the property. Any approval by the County Commissioners must be unconditionally accepted by the applicant and property owner in writing within ninety days of approval by the County Commissioners. Failure to accept the approval and conditions shall be considered a rejection and abandonment of the approval by the applicant and therefore the approval shall be null and void and of no effect whatsoever.
- B. Step II master site plan approval. Upon completion of Step I the project shall be reviewed and processed as a major site plan in accordance with the provisions of § ZS 1-325 hereof.

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 25, 2019

26

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

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

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (8 total). The Local Development Council For The Ocean Downs Casino (1), Property Tax Assessment Appeal Board (1), (3 nominees due to Governor), Lower Shore Workforce Development Board (1), Social Services Advisory Board (1), the Solid Waste Advisory Committee (3) and the Commission For Women (1). I have circled the members whose terms have expired on each of these boards.

Please note that the Lower Shore Workforce Development Board would like to reappoint Mr. Jason Cunha (Pocomoke), please see attached letter. The Worcester County Property Tax Assessment Appeal Board still requires one nomination for the alternate position as Mr. Flater has resigned. The Solid Waste Advisory Committee has three positions available for nominations, Bob Augustine (Church) and Jamey Latchum (Town of Berlin), have both resigned and James Rosenberg's (Bertino) position is open. James Rosenberg also served on the Local Development Council For The Ocean Downs Casino (Bertino) as a resident member from Ocean Pines. The Social Services Advisory Board has one position available due to the resignation of Maria Campione-Lawrence (Mitrecic). The Commission For Women have one position available due to the resignation of Ms. Bess Cropper (Bunting), see attached letter.

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

Pending Board Appointments - By Commissioner

District 1 - Nordstrom p.5 - Lower Shore Workforce Development Board, 3-4yr. (Reappointment for Jason Cunha)

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

District 3 - Church p. 9 - Solid Waste Advisory Board - (Bob Augustine)- 4yr.

District 4 - Elder All District Appointments Received. Thank you!

District 5 - Bertino p. 4 - Local Development Council For The Ocean Downs Casino (James Rosenberg) - 4-year

p. 9 - Solid Waste Advisory Committee (James Rosenberg) -4-year

District 6 - Bunting p. 10 - Commission For Women - 3 yr. (Bess Cropper)

District 7 - Mitrecic p. 7 - Social Services Advisory Board - (Maria Campione-Lawrence)- 3yr.

All Commissioners

p. 3 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - alternate-Snow Hill has resigned)
- Must submit 3 nominees to the Governor for his consideration in making the appointment - 5-year

p. 9 - Solid Waste Advisory Board - Jamey Latchum (Town of Berlin)

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

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

Current Members:

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

C) = Chairman

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Maureen Howarth, County Attorney, 410-632-1194

Current Members:

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

Prior Members:

Since 2009

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

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

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

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

Appointed by: County Commissioners

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

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

Compensation: None

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

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

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

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

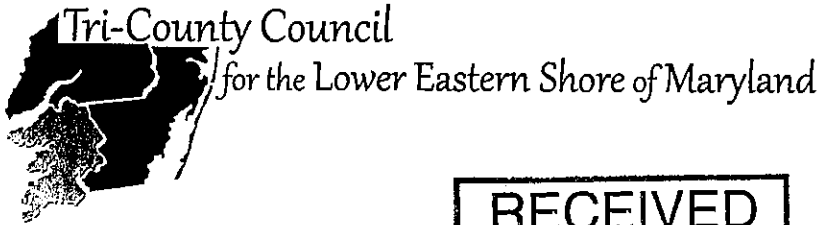
<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
(Vacant)	(Berlin-area)	17-21	Business Rep.
Jason Cunha	Pocomoke	*16-19	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22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

Resigned

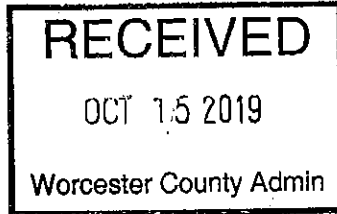
Prior Members: Since

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

5



31901 TRI-COUNTY WAY
 SUITE 203
 SALISBURY, MARYLAND 21804
 PHONE: 410-341-8989
 FAX: 410-341-8988
 WWW.LOWERSHORE.ORG



October 10, 2019

Diana Purnell
 President
 Worcester County Commissioners
 1 West Market St., Room 1103
 Snow Hill, MD 21863

Dear Commissioner Purnell:

The Lower Shore Workforce Alliance (LSWA) division of the Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is funded through grants from the Maryland Department of Labor. Labor grant funding requirements are governed by the Federal Workforce Innovation and Opportunity Act (WIOA) regulations which requires that the majority of the Workforce Development Board (WDB) members represent business in our community. There are five business seats per county on the WDB. WIOA requires that each business member:

1. Be an owner, chief executive officer, chief operating officer, or other business executives or individual with optimum policymaking or hiring authority;
2. Provide employment opportunities in in-demand industry sectors or occupations;
3. Provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others; and
4. Be appointed from among individuals nominated by local business organizations and business trade associations.

The current WDB members for Worcester County are:

Worcester	Industry	Expiration
1. Jason Cunha	Financial Services	9/30/19
2. Bo Duke	Hospitality	9/30/21
3. Walt Maizel	Construction	9/30/20
4. Melanie Pursel	Hospitality	9/30/22

At this time, we are requesting that Jason Cunha be re-appointed for a second term. He has been a valuable member of the board and wishes to continue to serve. We continue to work toward identifying a new member for the remaining vacant seat.

I would appreciate your prompt attention to this matter and if you have any questions, please contact me.

Sincerely,

Gregory E. Padgham
 Executive Director



Serving Somerset, Wicomico and Worcester Counties



6

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

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

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

* = Appointed to fill an unexpired term

Updated: August 6, 2019
Printed: October 25, 2019



SOLID WASTE ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Rodney Bailey	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22

Prior Members: (Since 1994)

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

* = Appointed to fill an unexpired term

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: Liz Mumford and Tamara White, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Hope Carmean	D-4, Elder	Snow Hill	*15-16, 16-19
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19
Julie Phillips	Board of Education		13-16, 16-19
Shannon Chapman	Dept of Social Services		*17-19
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Kimberly List	D-7, Mitreccic	Ocean City	18- 21
Gwendolyn Lehman	At-Large	Berlin	*19-21

Resigned

Prior Members: Since 1995

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

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

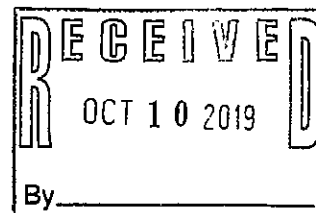
Norma Polk Miles (03-05)
Roseann Bridgman (03-06)
Sharon Landis (03-06)

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	
Susan Schwarten (04-08)	
Marilyn James (06-08)	
Merilee Horvat (06-09)	
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

Worcester County Commission for Women

c/o P.O. Box 1712
Berlin, Maryland
21811



Ms. Diana Purnell
President
Worcester County Commissioners
One West Market Street
Snow Hill, Maryland 21863-1195

October 7, 2019

Dear Ms. Purnell:

The Women's Commission was recently notified that Ms. Bess Cropper has resigned her position on the Commission for personal reasons. Therefore, there is an immediate opening on the Commission for D-6, Bunting, as per our records.

The present members of the Women's Commission are actively looking for qualified members to fill these positions. Thank you for your support in this endeavor!

If you have any questions, I can be reached at 443-614-3004.

Sincerely,

Tamara White

Ms. Tamara White
WCCW Co-Chair

cc:file

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



27

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OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 29, 2019

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Christmas Turkey or Ham Gift Cards for Employees

As you are aware, for the past several years the County Commissioners have presented each County employee with a Wal Mart gift card with instructions to use the gift card to purchase a turkey or ham at either of the two Super Wal Mart stores (with grocery sales) in Berlin or Pocomoke City for their holiday celebrations. Upon a recent review of prices, turkeys are selling for around \$1.48 per pound while spiral cut hams are selling for around \$2.48 per pound. Therefore the \$30 gift card could purchase up to a 20 pound turkey or a 12 pound ham, or perhaps a smaller turkey or ham with a little left over for trimmings.

Given that we now have roughly 659 County employees, if the Commissioners provide each employee with a \$30 gift card, the cost of this Holiday bonus will be approximately \$19,770. Sufficient funds are available in Account Number 100.1090.070.7500 to continue this program at a cost of \$30 per gift card.

Based upon the extremely positive response from employees regarding this gesture of appreciation, I recommend approval of this program for 2019 with each gift card valued at \$30. Please review this matter with the Commissioners and advise so that I may begin making the necessary arrangements as soon as possible.

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28

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MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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21863-1195

October 29, 2019

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *Kl.*
SUBJECT: Commissioners' Meeting Schedule and Budget Schedule for 2020

Attached, please find a proposed schedule of the County Commissioners' meeting dates and a proposed Budget Schedule for calendar year 2020. For informational purposes, I have also attached a copy of the schedule of holidays for 2020 in accordance with the Personnel Rules and Regulations (Section 6.11.A). County Commissioners' meetings are generally held on the 1st and 3rd Tuesday of each month, except where such dates fall on a legal holiday or other conflicting event. In 2020, the Statewide General Election Day is Tuesday, November 3, 2019, therefore I am proposing that the first meeting in November be scheduled on Wednesday, November 4, 2020. Regarding other potential conflicts in 2020, please note that the National Hurricane Conference will be held from April 6-9, 2020 in Orlando which conflicts with the regular meeting date on Tuesday, April 7, 2020. However, given that only one Commissioner expressed an interest in attending when the conference was discussed at their October 15 meeting, perhaps the April 7 meeting will not need to be rescheduled. But if so, the 1st meeting of April could be pushed to April 14 with the second meeting one week later on April 21, 2020. *

Regarding Legislative Sessions, the Code of Public Local Laws of Worcester County, Maryland (Section CG 2-203) provides that the County Commissioners may hold regular Legislative Sessions on the 2nd or 3rd Tuesday of each month. Since the Commissioners regularly meet on the 3rd Tuesday of each month, I have scheduled each 3rd Tuesday for a regular Legislative Session.

Please review the proposed Schedule of Meeting Dates and Budget Schedule with the County Commissioners for their approval. If you or the Commissioners should have any questions or concerns with regard to this matter, please feel free to contact me.

DRAFT

2020

WORCESTER COUNTY COMMISSIONERS' MEETING DATES

The Worcester County Commissioners have established the following meeting dates for 2020. Regular meetings are generally held on the first and third Tuesday of each month, except where such dates fall on a legal holiday or other scheduling conflict. All meetings will be held in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland with the open session to commence at 10:00 a.m. unless otherwise noted.

January 7, 2020	Regular Meeting
January 21, 2020	Regular Meeting - (Special Legislative Session)
February 4, 2020	Regular Meeting
February 18, 2020	Regular Meeting - (Legislative Session)
March 3, 2020	Regular Meeting
March 17, 2020	Regular Meeting - (Legislative Session)
March 31, 2020	Work Session - Budget Review with Departments
April 7, 2020	Regular Meeting
	Work Session - Budget Review in the afternoon with Board of Education & Departments/Agencies
April 21, 2020	Regular Meeting - (Legislative Session) and Work Session - Budget Review with Departments
May 5, 2020	Regular Meeting - Budget Hearing
May 12, 2020	Budget Work Session
May 19, 2020	Regular Meeting - (Legislative Session) and Budget Work Session in the afternoon
May 26, 2020	Budget Work Session (if needed)
June 2, 2020	Regular Meeting - Budget Adoption
June 16, 2020	Regular Meeting - (Legislative Session)
July 7, 2020	Regular Meeting
July 21, 2020	Regular Meeting - (Legislative Session)
August 4, 2020	Regular Meeting
August 18, 2020	Regular Meeting - (Legislative Session)
September 1, 2020	Regular Meeting
September 15, 2020	Regular Meeting - (Legislative Session)
October 6, 2020	Regular Meeting
October 20, 2020	Regular Meeting - (Legislative Session)
Wednesday, November 4, 2020*	Regular Meeting
November 17, 2020	Regular Meeting - (Legislative Session)
December 1, 2020	Regular Meeting
December 15, 2020	Regular Meeting - (Legislative Session)

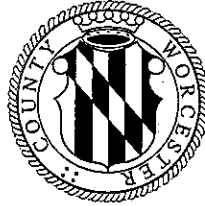
* Meet on Wednesday, November 4, 2020 due to General Election Holiday on Tuesday, November 3, 2020

DRAFT

**WORCESTER COUNTY
FY 2021 Budget Schedule**

As of October 28, 2019

Thursday, December 12, 2019	FY2021 Operating Budget Information Distributed
Thursday, January 30, 2020	Department & Agency Operating Budget finalized in New World Systems
February 12, 13, 14, 2020	Departments meet with County Administrator and Budget Officer
Friday, February 21, 2020	Operating Budgets Submitted to County Administrator from Municipals and Ocean Pines Association Board of Education submit to County Administrator MOE for FY21 Board of Education submit to County Administrator Non-Recurring FY21
Tuesday, March 3, 2020	County Commissioners review requests of Municipalities & Ocean Pines Association
Friday, March 6, 2020	Operating Budget from Board of Education submitted to County Administrator
Tuesday, March 17, 2020	Requested FY2021 Consolidated Operating Budget to Commissioners Non-Recurring MOE Discussion–Deadline to file March 31 Maintenance of Effort Discussion - Deadline to file MOE Waiver is April 1
Tuesday, March 31, 2020	Commissioner Operating Budget Review with Selected Departments/Agencies
Tuesday, April 7, 2020	Budget work session/Discussion with Board of Education (start 1:00 pm) Commissioner Operating Budget Review with Selected Departments/Agencies
Tuesday, April 21, 2020	Budget work session/Discussion with Departments personnel matters (start 1:00 pm)
Tuesday, May 5, 2020	Requested FY2021 Operating Budget Public Hearing
Tuesday, May 12, 2020	Budget Work Session
Tuesday, May 19, 2020	Budget Work Session (start 1:00 pm)
Tuesday, May 26, 2020	Budget Work Session – (if needed)
Tuesday, June 2, 2020	FY2021 Consolidated General Fund Operating Budget Adopted Proposed FY2021 Enterprise Funds Public Hearing at Government Center
Tuesday, June 16, 2020	FY2021 Water & Wastewater Services Enterprise Fund Budget Adopted FY2021 Solid Waste Enterprise Fund Budgets Adopted



OFFICE OF THE
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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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JOSHUA C. NORDSTROM

Worcester County Government Holiday Schedule Calendar Year 2020

New Year's Day	Wednesday, January 1, 2020
Dr. Martin Luther King Jr.'s Birthday	Monday, January 20, 2020
Presidents' Day	Monday, February 17, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Observed on Monday, May 25, 2020
Independence Day	Observed on Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Columbus Day	Monday, October 12, 2020
Election Day	Tuesday, November 3, 2020
Veterans' Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020
Christmas Eve	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020

Adopted in accordance with Section 6.11.A of the Worcester County Government Personnel Rules & Regulations.

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29

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SNOW HILL, MARYLAND

21863-1195

October 29, 2019

TO: Worcester County Commissioners

FROM: Harold L. Higgins, Chief Administrative Officer
Kathy Whited, Budget Officer

RE: Assignment of FY2019 Fund Balance

The annual audit performed by TGM Group LLC is currently underway. In order to finalize the financial statements, the use and assignment of fund balance must be determined. Our proposed designations are outlined on page 2 for review and approval. The definition of assigned fund balance are amounts that are designated by the Commissioners with *intent* to be used for a specific purpose, but are neither restricted nor committed by ordinance or resolution.

We will be available for any questions you may have.

:k\jw\H\19 Audit\Fund Balance\open memo for assigned fund balance memo 19.doc
Attachment

Assigned Fund Balance:	Proposed 6/30/2019
Animal control building (new roof)	50,000
Bayside Road bridge replacement (FY20)	1,362,805
Berlin Health Dept storage and parking	220,000
Berlin Library project (FY15-FY19)	45,179
Bishopville homeowner convenience center (new)	300,000
Board of Education admin building (carpet/furniture FY20)	150,000
Board of Education PMS evening beta program	50,000
Board of Education PMS roof replacement design (FY20)	117,000
Board of Education building automation upgrades (PMS, SDMS) (FY19)	51,900
Board of Education HVAC replacements (PMS, SHMS, CCSS FY20)	750,000
Board of Education SDMS design fees (FY20)	131,055
Board of Education school security (FY20)	83,494
Building HVAC automation system controls (various buildings)	200,000
County building repairs and improvements	425,000
Courthouse (chiller, carpet/flooring replacement)	250,000
Department of Social Services (FY20 SNAP match)	100,000
Elections building improvement (100 Belt Street)	100,000
Emergency Services radio system enhancement (FY16-FY19)	26,487
Emergency services tower shelters and UPS units (FY19)	120,000
Encumbrances (FY19 unspent funds to be spent FY20)	1,873,755
Broadband Project	200,000
Financial tax software/Docuware/servers	150,000
Fire tower building (FY19)	50,000
Fire Training Center improvements	100,000
Government Center (ventilation, building repairs)	355,000
Government Center/911 Center (hvac upgrade/backupsystem)	300,000
Isle of Wight building (building improvements)	200,000
Jail building improvements and repairs (start FY17)	1,500,000
Nextgen 911 (FY20)	200,000
North End Public Works building	100,000
Ocean City inlet dredging project	500,000
Ocean Pines Library improvements (start FY18-FY19)	79,383
Outdoor Sports Field complex (study)	400,000
Parking lot improvements	339,634
Parking lot resurfacing/upgrades (annually to complete)	200,000
Pearl Street building repairs	240,500
Pocomoke Health Department building upgrades	500,000
Pocomoke Library building improvements (FY19)	500,000
Public Landing marina (boat slips with amenities)	190,000
Public Works building expansion	50,000
Recreation Center building (improvement)	300,000
Reserve Fund Transfer FY21 (July 2020 to complete)	1,000,000
Roads department paving projects (FY19, FY20)	600,000
Roads department dump truck w/snow plow (FY20)	132,800
Route 50 service road (future road design)	277,000
Snow Hill Senior Center (hvac/roof)	300,000
Snow Hill transmitter building (replacement)	400,000
Strategic plan – building infrastructure	100,000
Tropospheric ducting engineering project	100,000
Tyson feed mill track mobile (match FY20)	10,000
West ocean city commercial harbor bulkhead (FY22)	700,000
Wor-Wic applied technology building (cip)	145,784
TOTAL	<u>\$16,626,776</u>

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30

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SNOW HILL, MARYLAND
21863-1195

November 4, 2019

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*
SUBJECT: Lease of Space in Berlin

Following up from our recent discussion regarding the need for office, warehouse and related space in the Berlin area, attached please find a proposed lease agreement from Neev Properties, LLC offering 5,610 square feet of space at 619 Franklin Avenue in Berlin at a cost of \$65,000 per year for five years from January 1, 2020 through December 31, 2024 with an option to extend for an additional five years through December 31, 2029. The rent will increase by 2% each year of the term. Please review this matter with the County Commissioners for their approval.

THIS AGREEMENT OF LEASE, made this _____ day of November, 2019, by and between Neev Properties, LLC hereinafter called "Lessor" of 31236 Meadowview Square, Delmar, Delaware, 19940, and the County Commissioners of Worcester County, Maryland, Room 1103, One West Market Street, Snow Hill, Maryland 21863, hereinafter called "Lessee".

WITNESSETH:

THAT in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby Lease unto Lessee and Lessee does hereby take from Lessor all that Premises known as 619 Franklin Avenue, Berlin, Maryland, specifically the 5,610 square feet office, hereinafter the "Premises".
2. **TERM - TIME OF ESSENCE.** The term of this Lease shall be for a period commencing on January 1, 2020 and ending December 31, 2024. The Lessee shall have the option for one 5 year renewal, if Lessee wishes to exercise this option they must give Lessor written notice to do so at least 180 days prior to Lease termination. Exclusive possession of the Premises shall be granted to Lessee on the day the lease commences. Premises shall be delivered in clean and vacant condition. Lessor asserts the Premises is in compliance with all federal, state and local laws, including but not limited to zoning and fire code requirements.
3. **RENTAL.** The base rental shall be \$5,417 a month (\$ 65,000 per year) and shall be payable as follows: quarterly on January 1, April 1, July 1 and October 1. Rent shall increase 2% a year for the first five years. Rent shall be paid thirty days after receipt of invoice but not before the due date. Lessee shall also pay a security deposit equivalent to one month's rent (\$5,417) which is due and payable on January 1, 2020. Said security deposit shall be returned to Lessee by Lessor prior to the last month of the term of the Lease.
4. **RIGHT OF ENTRY AND REPOSSESSION.** If the rent or any portion thereof shall be in arrears or unpaid or any covenant of this Lease be breached and remain breached for a period of sixty (60) days, this Lease shall become null and void if the Lessor shall so elect, or if this Lease is validly terminated by Lessor, then Lessor, its successors or assigns, may re-enter upon the Premises and hold the same as if this Lease had not been made. Lessor, or any of its agents, upon 48 hours prior notice, shall have the right to enter said Premises during all reasonable hours to

examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building, or to exhibit said Premises and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this Lease. However, said right to enter requires a representative of Lessee to be present. Lessor recognizes and acknowledges that Tenant is leasing a secure office.

5. **USE - CONDITION.** The Premises will be used by the Lessee only for an office, warehouse and related purposes.
6. **EXTERIOR.** Lessor agrees to keep the roof, exterior walls, doors, parking area and landscaping of said Premises in good repair. Lessor agrees to keep the exterior of said Premises in a clean, sanitary, neat and presentable condition.
7. **INTERIOR.** Lessee agrees to keep the interior of said Premises in a clean, sanitary, neat and presentable condition. Lessor agrees to keep all windows, screens, awnings, doors, interior walls, pipes, machinery, plumbing, electrical wiring and other fixtures and interior appurtenances in good and substantial repair and clean condition at Lessor's expense. All glass, both interior and exterior, is at the sole risk of Lessor, and Lessor agrees to replace at Lessor's own expense, any glass broken during the term of this Lease, however, if any interior damage is caused to the glass at the sole negligence of Lessee, Lessee shall make the repair at its own expense.
8. **UTILITIES AND NON-PAYMENT.** Lessee shall promptly pay all charges for electricity, used on or about the Premises during the term of this Lease, as well as cable, internet, water and sewer usage charges and trash removal, and in the event such charges are not paid within sixty (60) days from the date they are due and payable, such will constitute a breach hereof.
9. **TAXES.** Lessor shall be responsible for all of real estate taxes if any assessed on account of land and existing improvements.
10. **REGULATIONS AND INSURANCE.** Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of said Premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said Premises, as well as all environmental and hazardous materials laws during said term, and shall also promptly comply with and execute all rules, orders and regulations of the Maryland State Underwriters Association for the prevention

of fires, at Lessee's at own cost and expense. Lessor agrees it shall maintain insurance on the Premises at all times during this Lease in amounts sufficient to protect property and persons.

11. **LIABILITY INSURANCE AND INDEMNIFICATION OF LESSOR.** To the extent permitted by law, Lessee, shall indemnify and hold harmless Lessor from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses incurred in connection with all losses, personal injury, death or damages, arising from or in connection with the use and occupancy by Lessee on the Premises, resulting from any acts, omissions, neglect or fault of Lessee, his agents, servants, employees, licensees, customers or invitees. Lessor shall indemnify and hold harmless Lessee from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses incurred in connection with all losses, personal injury, death or damages, arising from any acts, omissions, neglect, negligence or fault of Lessor, his agents, servants, employees, licensees, customers or invitees.
Lessee further agrees to carry Property and Liability Insurance in such amounts and upon such terms and conditions as Lessee carries on its other buildings.
12. **SUBLEASES AND ASSIGNMENT.** Lessee shall have the right to sublet said Premises or assign this Lease or any rights hereto without the consent of the Lessor first having been obtained.
13. **FIRE AND CASUALTY.** The parties hereto agree that if the Premises above described shall be destroyed by fire or other casualty, the tenancy hereby created shall be thereby terminated by Lessee and all liability for rent hereunder shall cease upon payment proportionately to the date of the fire, with a per diem abatement of rent. If the Premises herein demised are partially destroyed, it is agreed that said Premises may be repaired as speedily as possible at the expense of Lessor and the rent abated during the repair time.
14. **NOTICES.** It is understood and agreed between the parties hereto that written notice addressed to Lessee and actually delivered to Lessee at Worcester County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, or such other address as it may designate in writing to Lessor. Written notice sent certified mail or actually delivered to Lessor at the address shown first herein shall constitute sufficient notice to Lessor.
15. **WAIVER.** No waiver of any condition or covenant of this Lease by Lessee shall be deemed to imply or constitute a further waiver by Lessee of any other condition or covenant of this Lease.

16. **CONDITION**. Lessee accepts Premises in its current conditions except by December 31, 2019, Lessor needs to make the following repairs:
- a. HVAC Unit 1- repair the supply fan, unclog the condensate drain and clean condensate pan.
 - b. HVAC Unit 3- repair condenser fan and fan motor.
 - c. HVAC Unit 4- repair the ductless split, supply refrigerant.
 - d. HVAC Unit 5- supply refrigerant
 - e. Kitchenette- repair sink faucets
 - f. First Floor Toilet- repair toilet fill valve. Flush handle is loose.
 - g. Exterior Doors- repair locksets at egress hardware.
 - h. Both Floors- repair lighting.

Starting November 15, 2019, Lessor shall allow Lessee to perform painting, carpet cleaning, installation of IT and security equipment and to move furniture into the Premises.

17. **NO PARTNERSHIP**. Lessor does not in any way or for any purpose become a partner of the Lessee in the conduct of Lessee's business or otherwise or become a joint venture or member of a joint enterprise with Lessee.
18. **SURRENDER**. Lessee agrees, upon the termination hereof, to quietly surrender the Premises unto Lessor in the condition in which the Premises were at the commencement hereof, normal wear and tear accepted and in broom clean condition.
19. **HAZARDOUS MATERIALS**. No hazardous materials other than household and janitorial supplies shall be permitted on the Premises without permission of Lessor. Lessor warrants and represents that the Premises is in compliance with environmental laws and regulations. Prior to delivering possession of the Premises to Lessee, Lessor shall remove any hazardous materials from the leased portion of the property. As used herein, "hazardous material" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government, or poses a threat to human health or the environment. "Hazardous material" includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

20. **DISPOSITION OF IMPROVEMENTS**. On termination of this Lease, Lessee may remove improvements constructed on the Premises or equipment installed as long as said removal does not damage or deface the Premises.
21. **ILLEGALITY OF PERFORMANCE**. If for any reason this Lease or the entering into it by Lessee is determined to be illegal, ultra-vires or not in accordance with the law by Lessee then at Lessee's sole discretion and in good faith, Lessee may terminate this Lease immediately.
22. **IMMUNITY/LIMITATION ON ACTIONS AGAINST LESSEE**. Nothing in this Lease nor any agreement or any amendment to it shall constitute or be construed as a waiver of whatever immunities or limitations of liability that the Lessee may have in accordance with law, including public general law or public local law. No money judgement exceeding the actual amount of rent owed by Lessee under this Lease may be obtained by Lessor. No action may brought with respect to this Lease other than in the appropriate State court in Worcester County, Maryland. Lessor hereby consents and agrees to such provision and further waives Lessor's right to jury trial in any action relating to this Lease. Lessor's liability under this Lease shall be in no way limited. Lessee has entered into this Lease in the capacity stated. No individual elected County Commissioner, contractor, employee, agent, or servant of Lessee shall have any personal liability hereunder. Any indemnity herein or arising out of this agreement, on the part of the Lessee, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this provision. The limitation of liability to Lessee hereunder shall be contractual and Lessor hereby agrees that such limitation is fair and equitable under the totality of the circumstances of this Lease.
23. **ANNUAL BUDGET**. Lessee's liability under or arising out of this Lease shall be subject to annual budget appropriation, as well as Federal and State funding and strictly conditioned thereon. If said appropriations or funding is lost, the Lease shall terminate without penalty on the day funding is lost.
24. **EARLY TERMINATION**. In the event that Lessee determines in good faith but at Lessee's sole discretion that the Premises is no longer required for the purposes of Lessee then Lessee may terminate this Lease upon 120 days written notice from Lessee to Lessor.
25. **GOVERNING LAW**. This Lease shall be interpreted, construed and enforced according to the laws of the State of Maryland.

26. **WRITTEN AGREEMENT.** This Lease, including any addendum which may be attached hereto, contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by Lessor and Lessee.
27. **HEIRS AND ASSIGNS.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation or court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this Lease shall have any right, interest or equity in or to this Lease, the term of this Lease or the Premises covered by this Lease.
28. **HEADINGS AND TERMS.** The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. Words of any gender, and words in the singular number shall be held to include the plural, when the sense requires.

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

WITNESS:

LESSOR

By: _____

WITNESS:

LESSEE

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

By: _____

President

STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be _____, President of the County Commissioners of Worcester County, Maryland, a party to the foregoing instrument and who acknowledged the foregoing instrument is the act and deed of such _____ and further that he/she is fully empowered to bind the _____ hereto.

AS WITNESS my hand and Official Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a party to the foregoing instrument and who acknowledged the foregoing instrument is the act and deed of such _____ and further that he/she is fully empowered to bind the _____ hereto.

AS WITNESS my hand and Official Seal.

Notary Public

My Commission Expires: _____

H:\COATTY\Lease - County as Lessee.wpd