

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>  
Meeting Attendees are required to wear face coverings and practice social distancing.

**November 17, 2020**

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101  
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding the hiring of a Building Maintenance Mechanic II in the Department of Public Works, an IT Analyst/Technician in the Department of Information Technology, and a Parks Superintendent in the Department of Recreation and Parks, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Father John Solomon), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes of November 4, 2020 Meeting
- 10:05 - Chief Administrative Officer: Consent Agenda  
(Speed Study on Greenbriar Drive, Newark Spray Irrigation CO3, Small Project Agreement for River Run) 1-3
- 10:20 - Chief Administrative Officer: Administrative Matters  
(Pending Board Appointments, Tri-County Council Executive Board Nominations, Christmas Gift Cards, St. Martins BtB PER, FY21 Coastal Bays Rural Legal Grant, FY21 Dividing Creek Rural Legacy Grant, Newark Spray Irrigation Closing Documents, County-owned Surface Mining Resolution, Award of Bid for Phase II of Public Landing, USA Softball Contract, Powerboat Race Request, Ride Maryland's Coast Request) 4-15
- 10:30 - Legislative Session: Introduction of Bill 20-9: Height Regulations in A-1 and A-2 Districts and Public Hearing on Bill 20-8: Accessory Structures 16-17
- 10:40 - Chief Administrative Officer: Administrative Matters 4-15
- 10:50 -
- 11:00 -
- 11:30 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 4-15

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

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

# DRAFT

## Minutes of the County Commissioners of Worcester County, Maryland

November 4, 2020

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: reviewing certain personnel issues; receiving legal advice from counsel; and performing administrative functions, which included discussing potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 9:12 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Pastor Dale Brown of the Community Church at Ocean Pines and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their October 20, 2020 meeting as presented.

The Commissioners presented a retirement commendation to James "Poncho" Waters for contributing 22 years of dedicated service to Worcester County Government as a Maintenance Worker I within the Water and Wastewater Division of Public Works.

The Commissioners presented a commendation to Kelly Jenkins, a Commission on Aging (COA) employee participating in the Meals on Wheels program, for her efforts to save the life of an area resident. While delivering meals, Ms. Jenkins heard calls for help and entered the home of a client who had fallen and been lying on the floor for two days, called 911, and remained with the individual until emergency personnel arrived.

The Commissioners presented a commendation to Fay and Roger Richardson, who were

inducted into the Governor's Agricultural Hall of Fame in February 2020 for implementing conservative agricultural practices, along with preserving, protecting, and furthering family farming.

Upon a motion by Commissioner Bertino, the Commissioners unanimously approved as a consent agenda item numbers 4-12 as follows: Priority Dispatch protocol software and card sets recertification costs not to exceed \$250,000 and \$110, respectively, to be reimbursed by the Emergency Number Systems Board (ENSB); Language Translation Services for 911 of \$875 to be reimbursed by the ENSB; multi-disciplinary training and recertification of Ocean City Dispatch employees at a cost not to exceed \$9,210 to be reimbursed by the ENSB; National Emergency Numbers Association 911 Center Supervisor Certification costs of \$2,200 to be reimbursed by the ENSB; Emergency Telecommunicator Instructor training through the National Academies of Emergency Dispatch of \$2,100 to be reimbursed by the ENSB; approving the name Buttercup Lane for a private lane, located on the southerly side of Old Bridge Road and MD Rt. 707 to serve a 37-unit townhouse development; approving a memorandum of understanding (MOU) between the Health Department's Local Behavioral Health Authority and the County Jail, supporting a portion of the mental health services offered to inmates in need, with grant funds of \$20,000 available in the FY21 budget for these services; and agreeing to post 50 mph signs on Cedartown Road following the results of a speed study conducted at the request of Kathy Basset to address speeding vehicles.

Pursuant to the request of Sheriff Matthew Crisafulli and upon a motion by Commissioner Elder, the Commissioners unanimously approved the MOU between the Sheriff's Office, Worcester County Public Schools (WCPS), and the County Commissioners regarding the placement of 14 School Deputies in the WCPS. In response to a question by Commissioner Bertino, Sheriff Crisafulli confirmed that the MOU was not in place for the prior years, and this MOU identifies the purpose and duties of the School Deputies. In response to questions by Commissioner Purnell, Sheriff Crisafulli stated that the School Deputies work in conjunction with school administration to ensure the safety of students and staff.

The Commissioners met with Superintendent of Schools Louis Taylor to review and discuss the Board of Education's (BOE's) proposed FY22 Capital Improvement Plan (CIP) request. Mr. Taylor thanked the Commissioners for their support to approve the BOE's technology device plan prior to the new budget year, as the whole education world has changed due to the pandemic. He noted that, to be able to continue to handle these changes going forward, the BOE will be identifying a long-range infrastructure plan, one that could be implemented in phases for affordability. Likewise, he recognized Chief Administrative Officer Harold Higgins as a great resource throughout the COVID-19 crisis.

Mr. Taylor stated that the CIP, which has been developed in accordance with Maryland Interagency Committee for Public School Construction (IAC) regulations, is a planning document, and he is not here seeking funding for any project today. He further advised that the CIP is consistent with the Worcester County CIP and incorporates all prior recommendations of the County Commissioners regarding future school construction needs. He then reviewed the proposed CIP, which includes a request for State funding for the Stephen Decatur Middle School (SDMS) 24,820-square-foot addition project (due to a change in the State formula and seven-

# DRAFT

year projected enrollment, State funding will increase from \$362,000 to \$4.8 million); future systemic roof replacement projects at Snow Hill Middle School/Cedar Chapel Special School, SDMS, and Pocomoke Elementary School (PES), and the Buckingham Elementary School (BES) renovation/addition or replacement.

Mr. Taylor thanked the Commissioners for their support and collaboration for the new Showell Elementary School, which opened on September 28, 2020, and school officials hope to return some of the unused funding to the Commissioners in the near future. In response to a question by Commissioner Mitrecic, Mr. Taylor confirmed that the same square footage for the wing that would have cost \$1 million to construct when the school was originally, built but which had been eliminated from the original school design due to petitioners, will now cost an estimated \$10 million. Commissioner Mitrecic noted that it would cost the County 10 times more to construct the addition today than if the Commissioners had approved the project as originally requested. Commissioner Elder pointed out that it was understood SDMS would be overcrowded at the time it was built and stated that design plans for BES, and any other schools in the pipelines should accommodate anticipated school enrollment. Mr. Taylor agreed, noting that from day one it was too small; however, projects built since then have addressed future enrollment.

In response to concerns raised by Commissioner Bertino, Mr. Taylor stated that school officials have worked with the Eastern Shore Delegation and other State officials to maintain funding for County schools in the event that the State adopts a ranking system for school projects; however, he noted that support for the ranking system does not appear to have much traction at this time. With regard to recent broadband issues, Mr. Taylor advised that connectivity issues caused by a faulty switch have been resolved and larger statewide issues are being addressed.

In response to a question by Commissioner Bunting, Mr. Taylor confirmed plans to establish a committee with representatives from the BOE and County Commissioners for the new Buckingham Elementary School construction project, as they did for SES. In response to questions by Commissioner Purnell, Mr. Taylor advised that they will include Berlin Mayor Zack Tyndall in conversations for the new BES.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously approved the BOE FY22 CIP as presented.

The Commissioners conducted a joint public hearing to receive comments regarding an application submitted by Attorney Hugh Cropper and Steve Engle on behalf of Steve Hoffman to amend the Comprehensive Water and Sewerage Plan to expand the Mystic Harbour Sanitary Service Area (SSA) and to amend the Master Water and Sewerage Plan to expand the Mystic Harbour SSA to include 23.69 acres located on three parcels of land on the north side of MD Rt. 707 and more specifically identified on Tax Map 26 as Parcels 168, 252, and 295, which are zoned C-2 General Commercial and R-4 General Residential with a designation of S-1 (immediate to two years), to serve a proposed commercial expansion and/or residential development. Environmental Programs Director Bob Mitchell reviewed the application and noted that this amendment would not change the planning designation of S-1 within the West Ocean City sewer planning area, which has a limited capacity and overlays the subject and adjacent properties. Rather it would include these properties to the Mystic Harbour SSA. Furthermore, the properties are mapped as Intensely Developed Areas (IDA) in an existing

developed area and commercial center, and the comprehensive zoning designation permits the proposed uses. He further advised that the Planning Commission found the proposed amendment to be consistent with the County's Comprehensive Development Plan and granted the application a favorable recommendation.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Cropper, attorney for S.D. Hoffman, LLC, and Steve Hoffman, property owner, requested the staff report be incorporated into his testimony. He stated that the 23-acre property, which is zoned mostly C-2 Commercial District, with a portion zoned R-4 Multi-Residential District, has 51 equivalent dwelling units (EDUs) in the West Ocean City, and this amendment will provide an overlap. He stressed that the applicant is not here requesting additional EDUs in the Mystic Harbour SSA today. Rather this is for future planning.

Steve Engel, landscape architect, agreed that the amendment is consistent with the Comprehensive Plan, that most of the property is identified as an IDA, with a small portion in the Critical Area. He concurred that this is infill development on a developable property that can comply with Stormwater management requirements.

John Salm, president of Salm Engineering, stated that the project is feasible from an engineering perspective and is consistent with the Comprehensive Plan since it is located in the commercial corridor. He concurred that the purpose of the Mystic Harbour Wastewater Treatment Plant was to serve infill and intensification of the commercial uses, which this property represents.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the amendment to expand the Mystic Harbour Sanitary Service Area (SSA) and to amend the Master Water and Sewerage Plan to include the subject properties as requested.

The Commissioners conducted a public hearing to receive comments on proposed amendments to the County's 10-year Comprehensive Solid Waste Management Plan for 2017-2026. Public Works Director John Tustin reviewed the plan. He explained that the Maryland General Assembly passed Senate Bill 370 requiring the collection of recyclable materials from office buildings that have 150,000 square feet or greater of office space, and although the County currently does not have any buildings meeting that criteria, they must still complete and adopt an OBR Plan. By way of comparison, he noted that the Roland E. Powell Convention Center in Ocean City is 182,000 square feet, but it is not an office building.

Commissioner Mitrecic opened the floor to receive public comment.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the amendment to the Solid Waste Management Plan for 2017-2026.

The Commissioners recessed until 11:00 a.m.

The Commissioners conducted a public hearing on Rezoning Case No. 426 for an application submitted by Attorney Mark S. Cropper, on behalf of David and Susan Lane, seeking to rezone 1.74 acres of land, located on the westerly side of MD Rt. 611, south of Snug Harbor Road, and more specifically identified on Tax Map 33 as Parcel 341, from A-2 Agricultural

# DRAFT

District to C-2 General Commercial District. County Attorney Roscoe Leslie swore in those individuals who planned to give testimony during both Rezoning Case Nos. 426 and 428. Development Review and Permitting Deputy Director Jennifer Keener reviewed the application. She stated that, according to the application for rezoning, the applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning and a change in the character of the neighborhood. She then entered the Planning Commission's Findings of Fact into the record and stated that the property is developed with an 1,850-square foot building for a contractor shop, with office and retail space, with properties to the north, south, and west zoned A-2 and properties to the east zoned C-2. Furthermore, the Planning Commission concluded that there has been no change in the character of the neighborhood. Therefore, this request was considered strictly on the merits of a mistake in the existing zoning. She advised that the Planning Commission concluded that a mistake was made during the 2009 comprehensive rezoning, given the current and historical use of the petitioned area as a commercial enterprise, as well as the Existing Developed Area Land Use category in the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 426 based solely on the basis of a mistake.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Cropper stated that the property owner has operated a commercial business on the property since 1988, and the zoning change has caused a burden on the owner. He further concurred with the staff report and asked the Commissioners to approve Rezoning Case No. 426 based on a mistake in the existing zoning.

Mr. Lane advised that he purchased the property in 1988 at which time it was rezoned for commercial use, and he was unaware until earlier of the zoning classification change in 2009, which made the business on his property a non-conforming use.

Steve Engel, landscape architect, advised that it had been a mistake to downzone the property.

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

In response to a question by Commissioner Bertino, Ms. Keener stated that the area around this property received a significant reduction in commercial zoning based on recommendations in the Comprehensive Plan, which called for a significant reduction in commercial zoning. She stated that contractor shops are permitted in the A-2 District, so the only non-conforming use is the retail space. She stated that rezoning the property A-2 was a mistake. Commissioner Bunting stated that he served on the Planning Commission at the time and the comprehensive rezoning was a massive project, the members were human, and there were probably other things that were missed too.

Upon a motion by Commissioner Bunting, the Commissioners conceptually adopted the Planning Commission's Findings of Fact as their own and approved the rezoning from A-2 to C-2 based on a mistake in the existing zoning.

The Commissioners conducted a public hearing on Rezoning Case No. 428 for an application submitted by Attorney Mark S. Cropper, on behalf of YK Enterprise, LLC, seeking to rezone approximately 2.88 acres of land, located on the southerly side of St. Martin's Neck Road, east of Aramis Lane in Bishopville, from E-1 Estate District to A-2 Agricultural District. Ms. Keener reviewed the application, which received a favorable recommendation from the County Planning Commission. She stated that, according to the application for rezoning, the

# DRAFT

applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning. She then entered the Planning Commission's Findings of Fact into the record and stated that the property is consistent with uses outlined in the Comprehensive Plan. She advised that the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area, as the Comprehensive Plan called for the elimination of the E-1 Estate District in 2009, which was not accomplished during the subsequent rezoning. Therefore, the Planning Commission gave a favorable recommendation to Rezoning Case No. 428.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Cropper concurred with the staff presentation. He stated that the E-1 District was not eliminated during the 2009 comprehensive rezoning, as recommended by the Planning Commission, thus the rezoning of the applicant's property represents a downzoning.

Steve Engel, landscape architect, stated that rezoning the property to A-2 would be more consistent with the surrounding area and in keeping with the Comprehensive Plan.

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

Commissioner Bunting stated that he served on the Planning Commission when the powers-to-be did not move on their recommendation to eliminate the E-1 District.

Upon a motion by Commissioner Bunting, the Commissioners conceptually adopted the Planning Commission's Findings of Fact as their own and approved the rezoning from E-1 to A-2, based on a mistake in the existing zoning.

The Commissioners met with Senior Budget Accountant Kim Reynolds to schedule a public hearing on the requested five-year Capital Improvement Plan (CIP) FY22 – FY26. Ms. Reynolds advised the Commissioners that projects totaling \$74,157,732 are proposed over the five-year period. She stated that, of the proposed projects, \$12,023,098 or 16.2% are proposed to be funded by the General Fund and \$34,538,328 or 46.5% from general bond funds. The remaining portion would be funded by user fees, grant funds, State match funds, State loans, assigned funds, and enterprise fund 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. Commissioner Bertino requested staff be prepared at the public hearing to advise if Waterway Improvement Funds will be available to fund the \$1.1 million project for the West Ocean City commercial harbor.

Upon a motion by Commissioner Elder, the Commissioners unanimously agreed to schedule a public hearing to receive public comment on the requested five-year CIP FY22 – FY26 as presented.

Pursuant to the recommendation of Assistant Chief Administrative Officer Weston Young and upon a motion by Commissioner Bertino, the Commissioners unanimously approved their calendar year 2021 meeting schedule and budget schedule. Commissioners' meetings generally take place on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, except where such dates fall on a legal holiday or other conflicting event.

# DRAFT

Pursuant to the request of Budget Officer Kathy Whited and upon a motion by Commissioner Purnell, the Commissioners voted 6-1, with Commissioner Bunting voting in opposition, to approve the proposed assignment of the FY20 Fund Balance of \$19,483,747. Ms. Whited explained that the Fund Balance is an accumulation of year-end surplus funds over the past several years, and while funds have been assigned to particular projects, they are not restricted by ordinance or resolution. She further explained that the Fund Balance designation is required by the County's auditors, TGM Group, LLC, to complete the FY20 financial statements.

In response to a question by Commissioner Bertino, Ms. Whited advised that \$100,000 was set aside to cover the cost of an outstanding invoice for the Harris Radio Project, and any unused funds will fall to surplus.

The Commissioners reviewed and discussed various board appointments.

Upon a motion by Commissioner Church, the Commissioners unanimously agreed to appoint the following individuals to the Planning Commission: Mary Knight, who was nominated by Commissioner Mitrecic, for the remainder of a five-year term expiring December 31, 2024; and Billy Regan for a five-year term expiring December 31, 2025 to replace Mike Diffendal whose term expired.

The Commissioners directed staff to advise them at a future meeting if Commissioner Mitrecic, whose term as Chair of the Board of Directors of the Tri-County Council (TCC) for the Lower Eastern Shore of Maryland recently expired, could return as a voting member.

Upon a motion by Commissioner Nordstrom, the Commissioners unanimously nominated Commissioner Bertino to serve as the primary Worcester County representative on the Maryland Association of Counties (MACo) Legislative Committee for the calendar year 2021, with Commissioner Bunting to serve as the alternate representative.

Pursuant to the request of Commission on Aging Executive Director John Dorrough and upon a motion by Commissioner Elder, the Commissioners unanimously approved an over-expenditure of \$14,435 to repair the COA generator. In response to a question by Commissioner Bertino, Chief Administrative Officer Harold Higgins advised that revenue overages are available to cover this expense.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to waive the standard bid process and award the proposal from DATAMARK of Linthicum, Maryland in the amount of \$143,600 for Geographic Information System (GIS) services, with the Emergency Numbers System Board (ENSB) to reimburse the County for this purchase. Mr. Birch stated that the ENSB and 10 other Maryland counties are also utilizing DATAMARK.

The Commissioners met with Public Works Director John Tustin to discuss a request from a local trucking company to relax trucking route restrictions on Cypress, Dun Swamp, New Bridge, Hillman, and Tulls Corner Roads out to MD Rt. 13 south that are identified in Resolution No. 10-35. Mr. Tustin stated that he has no objections to doing so; however, he recommended that Old Virginia Road and Hillman Road remain restricted to thru truck traffic due to the



# DRAFT

roadways being narrow in width and provided Cypress, New Bridge, Dun Swamp, and Tulls Corner Roads are posted with “Trucks 40 mph” for safety reasons.

In response to a question by Commissioner Nordstrom, Mr. Tustin stated that there are safety concerns with Old Virginia and Hillman Roads, as they are only 18-19 feet wide, while the other roads are 20-21 feet wide. Commissioner Elder stated that it makes more sense to include Old Virginia Road for ingress and egress to the Pocomoke City area.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to allow truck traffic on Cypress, New Bridge, Hillman, Dun Swamp, Old Virginia and Tulls Corner Roads and to post these roads with “Trucks 40 mph.”

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid documents for the rehabilitation of Pump Stations 2, 3, 4, and 5 in the West Ocean City Sanitary Service Area, with funding of \$150,000 available within the FY22 budget for this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bunting, the Commissioners unanimously approved bid documents for construction of an operations center at the Ocean Pines Wastewater Treatment Plant, with funding of \$600,000 available in the 2019 bond issue for this project.

The Commissioners met with Mr. Higgins to discuss the proposed reassignment of parking spaces in the Franklin Street parking lot.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to table discussions on this matter to determine if the County is exempt from the Town of Snow Hill’s design guidelines.

Pursuant to the request of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted the Planning Commission’s Findings of Fact and Resolution for Rezoning Case No. 425, as conceptually approved by the Commissioners on October 6, 2020.

The Commissioners met with Mr. Mitchell to schedule a public hearing on a Comprehensive Water and Sewerage Plan amendment application submitted by Joseph Moore, attorney for Riverview Mobile Home Park owner Jim Latchum, to modify Section 1.2.2 D (Protection of the Environment) to make it possible for existing multi-use systems in the critical area to have a point-source discharge with certain restrictions. Mr. Mitchell stated that the proposed amendment received a favorable recommendation from the Planning Commission.

Upon a motion by Commissioner Bunting, the Commissioners unanimously scheduled a public hearing on the matter for December 1, 2020.

Commissioner Bunting advised that he had received an email request from the Showell Volunteer Fire Company for the use of CARES Act funds, and he directed staff to review the request and provide recommendations for applying said request to all volunteer fire departments in the County.

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Upon a motion by Commissioner Bunting, the Commissioners unanimously requested the Library Board develop a plan to fully reopen the County Library.

Commissioners Nordstrom, Purnell, and Bertino expressed their appreciation to Board of Elections officials for the outstanding job they did during the Presidential Election.

Commissioner Bertino stated that he would like Recreation, Parks, Tourism, and Economic Development officials to utilize the rebranding to celebrate Worcester County's 280<sup>th</sup> anniversary in 2022.

Commissioner Elder thanked area law enforcement officials for the work they do and stressed to those in attendance just how stressful their jobs are, noting that 228 officers committed suicide, 48 were killed by felonious acts, and another 22 died in the line of duty in 2018.

In response to a concern raised by Commissioner Mitrecic and a motion by Commissioner Bunting, the Commissioners unanimously agreed to grant a one-time variance to the Length of Service Award Program (LOSAP) credits needed for the County fire companies for this year and to send a letter to the State supporting this same initiative.

The Commissioners answered questions from the press, after which they adjourned at 11:59 a.m. to meet again on November 17, 2020.

ITEM  
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Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John S. Ross, P.E., Deputy Director of Public Works  
**DATE:** November 9, 2020  
**SUBJECT:** Greenbriar Drive – 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 Greenbriar Drive from Tuesday, October 20, 2020 thru Tuesday, October 27, 2020 at the request of Tiffany Nichols, an area resident, to address speeding vehicles. A copy of the study is attached.

The results of the study are as follows:

- Number of Vehicles: 408
- Average Speed: 23 mph
- 85<sup>th</sup> Percentile: 29 mph
- Vehicles 26 mph and greater: 143 or 35%
- Vehicles >1 mph to 25 mph: 265 or 65%

Currently Greenbriar Drive is not posted; therefore, a speed limit of 50 mph governs. Based on the study, 65% of all traffic traveled less than 26 mph and 35% of all traffic traveled more than 25 mph. After investigating this request and the area involved, I would recommend that we post (1) 25 mph all streets on Pin Oak Drive which would cover Greenbriar Drive. This posting would allow the Sheriff's Department to provide enforcement of the speed limit sign in order to control any speeding related issues.



Should you have any questions regarding this study I will be happy to discuss them with you.

Attachments

cc: Frank Adkins

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
10/20/20	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	0	3	0	2	0	0	0	0	0	0	0	0	0	0	5	28	29
07:00	2	2	3	2	0	0	0	0	0	0	0	0	0	0	9	26	28
08:00	1	2	2	2	0	0	0	0	0	0	0	0	0	0	7	27	29
09:00	0	1	4	0	1	0	0	0	0	0	0	0	0	0	6	30	33
10:00	0	3	2	1	0	0	0	0	0	0	0	0	0	0	6	25	28
11:00	0	0	2	4	0	0	0	0	0	0	0	0	0	0	6	28	29
12 PM	1	2	2	3	0	0	0	0	0	0	0	0	0	0	8	28	29
13:00	1	2	2	2	2	1	0	0	0	0	0	0	0	0	10	33	37
14:00	0	0	4	0	1	0	0	0	0	0	0	0	0	0	5	31	33
15:00	1	2	0	1	1	0	0	0	0	0	0	0	0	0	5	31	33
16:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	38	39
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
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	*	*
<b>Total</b>	6	17	21	17	6	2	0	0	0	0	0	0	0	0	69		
Percent	8.7%	24.6%	30.4%	24.6%	8.7%	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	06:00	09:00	11:00	09:00										07:00		
Vol.	2	3	4	4	1										9		
PM Peak	12:00	12:00	14:00	12:00	13:00	13:00									13:00		
Vol.	1	2	4	3	2	1									10		

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
10/21/20	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	29	29
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4	24	24
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
08:00	0	1	1	1	1	0	0	0	0	0	0	0	0	0	4	32	34
09:00	2	0	4	1	0	0	0	0	0	0	0	0	0	0	7	24	28
10:00	0	1	1	0	2	0	0	0	0	0	0	0	0	0	4	33	34
11:00	0	1	3	4	1	0	0	0	0	0	0	0	0	0	9	29	32
12 PM	1	2	2	0	0	0	0	0	0	0	0	0	0	0	5	23	24
13:00	1	1	2	2	1	1	0	0	0	0	0	0	0	0	8	33	37
14:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
15:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	33	34
16:00	3	1	1	2	0	0	0	0	0	0	0	0	0	0	7	27	29
17:00	0	1	3	1	1	0	0	0	0	0	0	0	0	0	6	30	33
18:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	34	34
19:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
<b>Total</b>	<b>7</b>	<b>11</b>	<b>24</b>	<b>16</b>	<b>9</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68</b>		
<b>Percent</b>	<b>10.3%</b>	<b>16.2%</b>	<b>35.3%</b>	<b>23.5%</b>	<b>13.2%</b>	<b>1.5%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak	09:00	06:00	09:00	04:00	10:00												11:00
Vol.	2	1	4	4	2												9
PM Peak	16:00	12:00	17:00	13:00	18:00	13:00											13:00
Vol.	3	2	3	2	2	1											8

W

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
10/22/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
04:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
05:00	1	1	2	2	1	0	0	0	0	0	0	0	0	0	7	29	33
06:00	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	23	24
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
08:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
09:00	0	0	0	1	0	2	0	0	0	0	0	0	0	0	3	38	39
10:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
11:00	0	4	2	2	0	0	0	0	0	0	0	0	0	0	8	27	28
12 PM	0	2	4	0	0	0	0	0	0	0	0	0	0	0	6	23	24
13:00	1	3	1	1	0	0	0	0	0	0	0	0	0	0	6	25	28
14:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
15:00	0	1	2	1	2	0	0	0	0	0	0	0	0	0	6	32	34
16:00	0	1	1	0	0	1	0	0	0	0	0	0	0	0	3	37	39
17:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
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	*	*
<b>Total</b>	<b>3</b>	<b>13</b>	<b>20</b>	<b>14</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57</b>		
<b>Percent</b>	<b>5.3%</b>	<b>22.8%</b>	<b>35.1%</b>	<b>24.6%</b>	<b>7.0%</b>	<b>5.3%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak	05:00	11:00	04:00	05:00	05:00	09:00									11:00		
Vol.	1	4	2	2	1	2									8		
PM Peak	13:00	13:00	12:00	13:00	15:00	16:00									12:00		
Vol.	1	3	4	1	2	1									6		

4

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
10/23/20	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
07:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	29	29
08:00	0	1	2	1	0	0	0	0	0	0	0	0	0	0	4	27	29
09:00	1	1	2	0	0	0	0	0	0	0	0	0	0	0	4	23	24
10:00	0	2	2	2	0	0	0	0	0	0	0	0	0	0	6	27	29
11:00	0	1	2	2	0	0	0	0	0	0	0	0	0	0	5	28	29
12 PM	0	0	4	0	1	0	0	0	0	0	0	0	0	0	5	31	33
13:00	1	4	2	1	0	0	0	0	0	0	0	0	0	0	8	24	28
14:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
15:00	0	1	0	2	0	0	0	0	0	0	0	0	0	0	3	28	29
16:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3	32	34
17:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	23	24
18:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	14
19:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6	30	33
20:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
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	1	0	0	0	0	0	0	0	0	0	1	34	34
Total	3	15	21	13	5	0	0	0	0	0	0	0	0	0	57		
Percent	5.3%	26.3%	36.8%	22.8%	8.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	10:00	08:00	07:00	06:00										10:00		
Vol.	1	2	2	2	1										6		
PM Peak	13:00	13:00	12:00	15:00	12:00										13:00		
Vol.	1	4	4	2	1										8		

5

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863

**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
10/24/20	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	19	19
08:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
09:00	0	1	3	2	0	0	0	0	0	0	0	0	0	0	6	27	29
10:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4	23	24
11:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	19	19
12 PM	0	2	0	2	0	0	0	0	0	0	0	0	0	0	4	28	29
13:00	5	1	2	1	0	0	0	0	0	0	0	0	0	0	9	24	27
14:00	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3	17	19
15:00	2	3	0	1	0	0	0	0	0	0	0	0	0	0	6	25	28
16:00	1	1	1	2	1	0	0	0	0	0	0	0	0	0	6	30	33
17:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
18:00	2	1	2	0	0	0	0	0	0	0	0	0	0	0	5	23	24
19:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	23	24
20:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	14
21:00	1	0	1	0	1	0	0	0	0	0	0	0	0	0	3	32	34
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
23:00	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	18	19
<b>Total</b>	<b>15</b>	<b>18</b>	<b>13</b>	<b>10</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>61</b>		
<b>Percent</b>	<b>24.6%</b>	<b>29.5%</b>	<b>21.3%</b>	<b>16.4%</b>	<b>8.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak		07:00	09:00	09:00	03:00												09:00
Vol.		2	3	2	1												6
PM Peak	13:00	15:00	13:00	12:00	16:00												13:00
Vol.	5	3	2	2	1												9

9



ITEM  
1



Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John S. Ross, P.E., Deputy Director of Public Works**  
**DATE: November 9, 2020**  
**SUBJECT: Greenbriar Drive – 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 Greenbriar Drive from Tuesday, October 20, 2020 thru Tuesday, October 27, 2020 at the request of Tiffany Nichols, an area resident, to address speeding vehicles. A copy of the study is attached.

The results of the study are as follows:

- Number of Vehicles: 408
- Average Speed: 23 mph
- 85<sup>th</sup> Percentile: 29 mph
- Vehicles 26 mph and greater: 143 or 35%
- Vehicles >1 mph to 25 mph: 265 or 65%

Currently Greenbriar Drive is not posted; therefore, a speed limit of 50 mph governs. Based on the study, 65% of all traffic traveled less than 26 mph and 35% of all traffic traveled more than 25 mph. After investigating this request and the area involved, I would recommend that we post (1) 25 mph all streets on Pin Oak Drive which would cover Greenbriar Drive. This posting would allow the Sheriff's Department to provide enforcement of the speed limit sign in order to control any speeding related issues. ←

Should you have any questions regarding this study I will be happy to discuss them with you.

Attachments

cc: Frank Adkins

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
10/20/20	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	0	3	0	2	0	0	0	0	0	0	0	0	0	0	5	28	29
07:00	2	2	3	2	0	0	0	0	0	0	0	0	0	0	9	26	28
08:00	1	2	2	2	0	0	0	0	0	0	0	0	0	0	7	27	29
09:00	0	1	4	0	1	0	0	0	0	0	0	0	0	0	6	30	33
10:00	0	3	2	1	0	0	0	0	0	0	0	0	0	0	6	25	28
11:00	0	0	2	4	0	0	0	0	0	0	0	0	0	0	6	28	29
12 PM	1	2	2	3	0	0	0	0	0	0	0	0	0	0	8	28	29
13:00	1	2	2	2	2	1	0	0	0	0	0	0	0	0	10	33	37
14:00	0	0	4	0	1	0	0	0	0	0	0	0	0	0	5	31	33
15:00	1	2	0	1	1	0	0	0	0	0	0	0	0	0	5	31	33
16:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	38	39
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
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	*	*
<b>Total</b>	6	17	21	17	6	2	0	0	0	0	0	0	0	0	69		
Percent	8.7%	24.6%	30.4%	24.6%	8.7%	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	06:00	09:00	11:00	09:00												07:00
Vol.	2	3	4	4	1												9
PM Peak	12:00	12:00	14:00	12:00	13:00	13:00											13:00
Vol.	1	2	4	3	2	1											10

## Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863

**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
10/21/20	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	4	0	0	0	0	0	0	0	0	0	0	4	29	29
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4	24	24
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
08:00	0	1	1	1	1	0	0	0	0	0	0	0	0	0	4	32	34
09:00	2	0	4	1	0	0	0	0	0	0	0	0	0	0	7	24	28
10:00	0	1	1	0	2	0	0	0	0	0	0	0	0	0	4	33	34
11:00	0	1	3	4	1	0	0	0	0	0	0	0	0	0	9	29	32
12 PM	1	2	2	0	0	0	0	0	0	0	0	0	0	0	5	23	24
13:00	1	1	2	2	1	1	0	0	0	0	0	0	0	0	8	33	37
14:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
15:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2	33	34
16:00	3	1	1	2	0	0	0	0	0	0	0	0	0	0	7	27	29
17:00	0	1	3	1	1	0	0	0	0	0	0	0	0	0	6	30	33
18:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	34	34
19:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
<b>Total</b>	7	11	24	16	9	1	0	0	0	0	0	0	0	0	68		
<b>Percent</b>	10.3%	16.2%	35.3%	23.5%	13.2%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	06:00	09:00	04:00	10:00												
Vol.	2	1	4	4	2										11:00		
															9		
PM Peak	16:00	12:00	17:00	13:00	18:00	13:00									13:00		
Vol.	3	2	3	2	2	1									8		

W

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863

**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
10/22/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
04:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
05:00	1	1	2	2	1	0	0	0	0	0	0	0	0	0	7	29	33
06:00	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	23	24
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
08:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
09:00	0	0	0	1	0	2	0	0	0	0	0	0	0	0	3	38	39
10:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
11:00	0	4	2	2	0	0	0	0	0	0	0	0	0	0	8	27	28
12 PM	0	2	4	0	0	0	0	0	0	0	0	0	0	0	6	23	24
13:00	1	3	1	1	0	0	0	0	0	0	0	0	0	0	6	25	28
14:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
15:00	0	1	2	1	2	0	0	0	0	0	0	0	0	0	6	32	34
16:00	0	1	1	0	0	1	0	0	0	0	0	0	0	0	3	37	39
17:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	27	29
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
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	*	*
<b>Total</b>	<b>3</b>	<b>13</b>	<b>20</b>	<b>14</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57</b>		
<b>Percent</b>	<b>5.3%</b>	<b>22.8%</b>	<b>35.1%</b>	<b>24.6%</b>	<b>7.0%</b>	<b>5.3%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak	05:00	11:00	04:00	05:00	05:00	09:00											11:00
Vol.	1	4	2	2	1	2											8
PM Peak	13:00	13:00	12:00	13:00	15:00	16:00											12:00
Vol.	1	3	4	1	2	1											6

4

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
10/23/20	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
07:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	29	29
08:00	0	1	2	1	0	0	0	0	0	0	0	0	0	0	4	27	29
09:00	1	1	2	0	0	0	0	0	0	0	0	0	0	0	4	23	24
10:00	0	2	2	2	0	0	0	0	0	0	0	0	0	0	6	27	29
11:00	0	1	2	2	0	0	0	0	0	0	0	0	0	0	5	28	29
12 PM	0	0	4	0	1	0	0	0	0	0	0	0	0	0	5	31	33
13:00	1	4	2	1	0	0	0	0	0	0	0	0	0	0	8	24	28
14:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
15:00	0	1	0	2	0	0	0	0	0	0	0	0	0	0	3	28	29
16:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3	32	34
17:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	23	24
18:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	14
19:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6	30	33
20:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29
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	1	0	0	0	0	0	0	0	0	0	1	34	34
<b>Total</b>	<b>3</b>	<b>15</b>	<b>21</b>	<b>13</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57</b>		
<b>Percent</b>	<b>5.3%</b>	<b>26.3%</b>	<b>36.8%</b>	<b>22.8%</b>	<b>8.8%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak	09:00	10:00	08:00	07:00	06:00										10:00		
Vol.	1	2	2	2	1										6		
PM Peak	13:00	13:00	12:00	15:00	12:00										13:00		
Vol.	1	4	4	2	1										8		

5

## Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863

**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West

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
10/24/20	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	19	19
08:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
09:00	0	1	3	2	0	0	0	0	0	0	0	0	0	0	6	27	29
10:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4	23	24
11:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	19	19
12 PM	0	2	0	2	0	0	0	0	0	0	0	0	0	0	4	28	29
13:00	5	1	2	1	0	0	0	0	0	0	0	0	0	0	9	24	27
14:00	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3	17	19
15:00	2	3	0	1	0	0	0	0	0	0	0	0	0	0	6	25	28
16:00	1	1	1	2	1	0	0	0	0	0	0	0	0	0	6	30	33
17:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
18:00	2	1	2	0	0	0	0	0	0	0	0	0	0	0	5	23	24
19:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	23	24
20:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	14
21:00	1	0	1	0	1	0	0	0	0	0	0	0	0	0	3	32	34
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
23:00	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	18	19
<b>Total</b>	<b>15</b>	<b>18</b>	<b>13</b>	<b>10</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>61</b>		
<b>Percent</b>	<b>24.6%</b>	<b>29.5%</b>	<b>21.3%</b>	<b>16.4%</b>	<b>8.2%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak		07:00	09:00	09:00	03:00										09:00		
Vol.		2	3	2	1										6		
PM Peak	13:00	15:00	13:00	12:00	16:00										13:00		
Vol.	5	3	2	2	1										9		

6

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
10/25/20	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4	17	19
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
09:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
10:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
12 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
13:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
14:00	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	24	24
15:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
16:00	0	0	3	4	0	0	0	0	0	0	0	0	0	0	7	28	29
17:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	28	29
18:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24	24
19:00	0	0	3	2	1	0	0	0	0	0	0	0	0	0	6	30	33
20:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	14
21:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
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	*	*
<b>Total</b>	<b>4</b>	<b>6</b>	<b>12</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>		
Percent	12.5%	18.8%	37.5%	25.0%	6.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	00:00													07:00		
Vol.	3	1													4		
PM Peak	20:00	15:00	14:00	16:00	19:00										16:00		
Vol.	1	1	4	4	1										7		

7

## Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
10/26/20	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
10:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	29	29
11:00	0	0	1	3	0	1	0	0	0	0	0	0	0	0	5	36	38
12 PM	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4	24	24
13:00	1	1	2	0	1	0	0	0	0	0	0	0	0	0	5	31	33
14:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
15:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19
16:00	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3	27	29
17:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	28	29
18:00	0	1	1	1	2	0	0	0	0	0	0	0	0	0	5	33	34
19:00	0	1	1	2	0	0	0	0	0	0	0	0	0	0	4	28	29
20:00	2	0	4	1	0	0	0	0	0	0	0	0	0	0	7	24	28
21:00	3	0	1	1	0	0	0	0	0	0	0	0	0	0	5	26	28
22:00	0	0	4	2	1	0	0	0	0	0	0	0	0	0	7	29	33
23:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3	32	34
<b>Total</b>	<b>6</b>	<b>7</b>	<b>19</b>	<b>15</b>	<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55</b>		
<b>Percent</b>	<b>10.9%</b>	<b>12.7%</b>	<b>34.5%</b>	<b>27.3%</b>	<b>12.7%</b>	<b>1.8%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>			
AM Peak			11:00	11:00	00:00	11:00									11:00		
Vol.			1	3	1	1									5		
PM Peak	21:00	12:00	20:00	19:00	18:00										20:00		
Vol.	3	1	4	2	2										7		

8



# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
**410-632-2244**

Greenbriar Drive  
Date Start: 20-Oct-20  
Date End: 27-Oct-20

East, West																Total	85th	95th
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76				
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Percent	Percent	
10/27/20	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	28	29	
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34	
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
12 PM	0	1	2	2	0	0	0	0	0	0	0	0	0	0	5	28	29	
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
<b>Total</b>	0	1	3	4	1	0	0	0	0	0	0	0	0	0	9			
Percent	0.0%	11.1%	33.3%	44.4%	11.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM Peak			00:00	00:00	03:00										00:00			
Vol.			1	2	1										3			
PM Peak		12:00	12:00	12:00											12:00			
Vol.		1	2	2											5			
<b>Total</b>	44	88	133	97	39	7	0	0	0	0	0	0	0	0	408			
Percent	10.8%	21.6%	32.6%	23.8%	9.6%	1.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				

15th Percentile : 15 MPH  
50th Percentile : 22 MPH  
85th Percentile : 29 MPH  
95th Percentile : 33 MPH

Stats  
10 MPH Pace Speed : 21-30 MPH  
Number in Pace : 230  
Percent in Pace : 56.4%  
Number of Vehicles > 25 MPH : 143  
Percent of Vehicles > 25 MPH : 35.0%  
Mean Speed(Average) : 23 MPH

9

WORCESTER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION  
WORK ORDER REQUEST

WORK ORDER #

10501

Date of Request: 10-15-2020

Phone #

Person Making Request: TITANY NICHOLS

Cell# 443-880-3352

Location/Address Where Work Is Needed:

Contact Person: ~~FA~~

GREENBRIAR DRIVE

The following work is requested at the above location:

① WANTS "CHILDREN AT PLAY" OR "SPEED LIMIT" SIGN POSTED

\* ROAD NOT POSTED AT THIS TIME (FA)

\* SET UP A SPEED STUDY ON GREENBRIAR DR.

Assigned to:

JIMMIE / KEVIN

Comments:

Completion Date:

Sign Off:

ID# 67061 800-441-8355 MISS UTILITY LOCATE TICKET#

Name of Road:

Date:

Type of Work:

Closest Intersection:

ADC Map #

ADC Grid #

Directions:

Mark Which Side of Road

Road Marked With

Choptank

Verizon

Delmarva Power

Eastern Shore Gas

Comcast

Medicom

Date To Be Located:

Del Electric

MD Broadband

WC Public Works

Chesapeake Utilities

Ticket Expires:



ITEM  
2

**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 S. Ross, P.E., Deputy Director of Public Works**  
**DATE: November 9, 2020**  
**SUBJECT: Newark Spray Irrigation Project**  
**Change Order Number 3**

**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 is a request from Bunting and Murray Construction (B&M) for Change Order Number 3 to the referenced project. The purpose of this change order is to extend the completion time on the work by 42 days to January 22, 2021. This change is proposed at no cost to the County.

The justification provided for this request is outlined in the attached letter from EA Engineering, Science and Technology (EA) describing pandemic related delays in the approval, fabrication and delivery of the main pumps needed to pump the treatment plant effluent to the new spray irrigation site.

Since the discharge permit for this facility does not allow spray operations from December 16 to February 28, the request will have no impact on plant operations and we recommend approval of the request.

Because this work is being completed under a Consent Order from the State Attorney General's Office, a corresponding request will be made to extend the associated compliance schedule for the project.

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

Attachment

cc: Roscoe Leslie, County Attorney  
John H. Tustin, P.E. Director  
Michelle Carmean, Enterprise Fund Controller

November 5, 2020

Mr. John Ross, P.E.  
Deputy Director of Public Works  
Worcester County Water and Wastewater Division  
1000 Shore Lane  
Ocean Pines, MD 21811

**Subject: Newark Spray Irrigation Facility – Change Order No. 3 Review and Recommendation**

Dear Mr. Ross:

The contractor for the Newark Spray Irrigation Facility, Bunting and Murray, Inc. recently submitted a Change Order Request (COR) No. 3 for the addition 42 calendar days. The basis of the request is the significant delivery time for the package suction lift pump station. EA Engineering, Science, and Technology, Inc., PBC (EA) reviewed COR No. 3 taking into consideration the initial package lift pump station order placement, receipt of the shop drawing submittal and the manufacturer fabrication time. Below is a timeline summary of these key components.

Order Placement – Bunting and Murray, Inc. placed the order of the Gorman Rupp package lift pump station through Envirep, Inc. on March 23, 2020. Attached is a copy of the transmittal request.

Receipt of Lift Station Shop Drawing – EA received a shop drawing for the package lift station, prepared by Envirep, Inc. on June 22, 2020. Following one revise and resubmit review and comments addressed by Envirep, the shop drawing was approved for production on July 22, 2020.

Production – EA was informed by Envirep, Inc. that due impacts of COVID-19, Gorman Rupp, was experiencing significant delays with the production of pump packages due to reduced staff in the manufacturing facilities.

Delivery – EA was informed by Bunting and Murray, Inc. that the deliver of the package lift pump station is anticipated by the week ending November 13, 2020.

Following the review of the COR No. 3 and delay in delivery from initial order, spanning approximately 8-months, EA recommends the approval of the addition of 42 calendar days to the contract for Bunting and Murray, Inc.

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



Darl Kolar, BCEE, P.E.  
Project Manager

CC: John Tustin, P.E., Worcester County Director of Public Works

Change Order

No. 3

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Worcester County - Newark Spray Irrigation	Owner: County Commissioners of Worcester County, Maryland	Owner's Contract No.:
Contract:		Date of Contract: February 10, 2020
Contractor: Bunting and Murray Construction Corporation		Engineer's Project No.: 1584101

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Includes the addition of 42 calendar days to the contract as a result in the delay of the production of the package suction lift station.

**Attachments (list documents supporting change):**

- Engineer's recommendation letter
- Contractor's Request Letter

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  
\$ 1,604,253.60

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): 12/11/2020  
Ready for final payment (days or date): 1/10/2021

Increase from previously approved Change Orders  
No. 0 to No. 2:  
\$ 65,991.50

Increase from previously approved Change Orders  
No. 1 to No. 2  
Substantial completion (days): 0  
Ready for final payment (days): 0

Contract Price prior to this Change Order:  
\$1,670,245.10

Contract Times prior to this Change Order:  
Substantial completion (days or date): 12/11/2020  
Ready for final payment (days or date): 1/10/2021

Increase of this Change Order:  
\$ 0

Increase of this Change Order:  
Substantial completion (days or date): 42  
Ready for final payment (days or date): 42

Contract Price incorporating this Change Order:  
\$1,670,245.10

Contract Times with all approved Change Orders:  
Substantial completion (days or date): 1/22/2021  
Ready for final payment (days or date): 2/21/2021

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 11/6/20

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 11/6/20

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

# Bunting & Murray

## Construction Corporation

32924 Lighthouse Rd.  
Selbyville, DE 19975  
302-436-5144

Change Order Request No. 03'

Job: Newark Spray Irrigation Project

To: Darl Kolar (EA Engineering), John Ross (Worcester County)

From: Keith Cordrey (Bunting and Murray Construction Corporation)

Bunting and Murray is requesting an extension to the completion date of the Newark Spray Irrigation Project of 42 days. The reason for the request is due to the date of approval for the submittals for the Gorman Rupp pumps. The process to start the approval for submittals for the Gorman Rupp pumps was March 23rd, 2020. Pump building with pumps is scheduled to arrive on November 13th, 2020. We are estimating that it will take 3 weeks to complete installation of pumps to wet well. Adding in another 30 working days for electric to be hooked up and all testing to be completed. This will take the completion date of the project to January 22nd, 2020.

Keith Cordrey

Estimator

Bunting and Murray Construction Corporation

*Keith A. Cordrey 11/6/20*

BUNTING & MURRAY CONSTRUCTION CORP

*Holly J Wingate*  
[holly@buntingandmurray.com](mailto:holly@buntingandmurray.com)

32924 Lighthouse Road  
Phone 302-436-5144

Selbyville, DE 19975  
Fax 302-436-1753



TO: The Gorman-Rupp Company  
c/o Envirep, Inc.  
3705 Trindle Road  
Camp Hill, PA 17011-4334

DATE: March 23, 2020

RE: Newark Spray Irrigation Project  
Newark, MD

Per your request, enclosed you will find the following documents:

- \*2 copies of the original contract (6 pgs each)
- \*Completed G-R info sheet
- \*Payment and performance bonds
- \*Shipping information
- \*Bunting & Murray PO 5440

Please forward the submittal information to the email address listed above.

Following the engineer's review, I will return your email submittal and request the necessary "hard copies" to be submitted for record.

If you need further information, or have any questions please contact me.

I look forward to working with you on this project.

Thank you,

*Holly*  
*Holly J. Wingate*

Via. UPS



ITEM  
3

**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 S. Ross, P.E. Deputy Director of Public Works**  
**DATE: November 9, 2020**  
**SUBJECT: Small Project Agreement for River Run Pump Station 1**

**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 is a Small Project Agreement from River Run Development Associates, LLC for improvements to the River Run Pump Station Number 1. This work is required to increase the station capacity needed for the final build-out of the River Run Development and to accommodate the Windmill Creek Subdivision on Beauchamp Road.

The agreement has been reviewed by the County Attorney and is submitted for approval.

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

Attachment

cc: Roscoe Leslie, County Attorney  
John H. Tustin, Ross, P.E. Director  
Michelle Carmean, Enterprise Fund Controller



WORCESTER COUNTY  
SMALL PROJECT  
WASTEWATER AND/OR WATER AGREEMENT

**This Agreement** made this \_\_\_ day of \_\_\_\_\_, 2020, between The County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the River Run Sanitary Service Area (“Service Area”) and River Run Development Associates, LLC (“Developer”). The parties agree as follows:

**A. PROJECT**

River Run Main Pump Station Upgrade (“Facilities”)

**B. LOCATION PROPERTY**

The property affected by this agreement is more particularly described as follows:

The River Run Main Pump Station

**C. SERVICE TO BE PROVIDED**

Two new pumps, new force main, electrical upgrades, and related appurtenances per MDE approved plans.

**D. LEGAL REQUIREMENTS AND PROCEDURE**

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities not previously deeded and provide an acceptable title certificate signed by a Maryland attorney.
2. Commence construction of Facilities by December 1, 2020 complete construction by March 31, 2021 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
3. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
4. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
5. Provide lien releases or evidence of full and final payment to all contractors, engineers, and suppliers as required by Service Area.

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

#### **E. SPECIAL REQUIREMENTS**

County to coordinate with Choptank Electric to provide three-phase service prior to initiation of construction. County to identify electrical panel requirements. Developer will be responsible for any costs associated with installation of three-phase service.

#### **F. CONSTRUCTION AGREEMENTS**

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

#### **G. CHARGES, COSTS, FEES AND EXPENSES**

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees and costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.

#### **H. EXCESS CAPACITY**

1. Excess capacity ownership is governed by a prior agreement between the parties dated July 1, 1996.

#### **I. MISCELLANEOUS PROVISIONS**

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements.

Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

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

**The Parties agree** to this agreement on the date stated above.

Attest:

**County Commissioners of  
Worcester Count, Maryland**

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_(Seal)  
Joseph M. Mitrecic  
President

Witness

**River Run Development  
Associates, LLC  
Developer**

\_\_\_\_\_

\_\_\_\_\_(Seal)  
Lew Meltzer



ITEM  
4

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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

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

November 06, 2020

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

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (24) which have current or upcoming vacancies (60 total). They are as follows: Adult Public Guardianship Board (3); Commission on Aging Board (3), Agricultural Preservation Advisory Board (1), Agricultural Reconciliation Board (1), Building Code Appeals Board (2), Drug & Alcohol Abuse Council (2), Economic Development Advisory Board (2), Board of Electrical Examiners (2), Ethics Board (2), Housing Review Board (3), Local Management Board/Initiative to Preserve Families Board (2), Local Development Council for the Ocean Downs Casino (5), Lower Shore Workforce Development Board (2), Planning Commission (2), Recreation Advisory Board (2), Social Services Board (3), Solid Waste Advisory Committee (4), Tourism Advisory Committee (2), Water and Sewer Advisory Councils - Mystic Harbour (2), Ocean Pines (1) and West Ocean City (1), Commission for Women (7), Youth Council (3), and Board of Zoning Appeals (3). I have circled the members whose terms have expired or will expire on each of these boards.

**There are 26 annual reports attached to respective Board's. The Drug and Alcohol Abuse Council has two reappointments (page 19-23). The Youth Council has three reappointments (page 78-80) . There is one letter of interest (page 86-89).**

Most of these Boards and Commissions specify that current members' terms will expire on December 31<sup>st</sup> . 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 December so I can notify the board members and staff contacts preferably prior to the end of the calendar year.

**Letters have been submitted to county agencies requesting nominees for their representatives on the various Boards from which nominations are required. In addition, if you wish, we can submit a press release notifying the public of these upcoming vacancies and encouraging them to contact our office if they are interested in volunteering to serve on any of these County boards or commissions.**

## Pending Board Appointments - By Commissioner

- District 1 - Nordstrom** p. 17 - Building Code Appeals Board (Kevin Holland) - 4-year  
p. 26 - Economic Development Advisory Board (Marc Scher) 4-year  
p. 28 - Board of Electrical Examiners (Kenneth Lambertson) - 3-year  
p. 48 - Planning Commission (Jerry Barbierrri)- 5-year  
p. 50 - Recreation Advisory Board (Mike Hooks) - 4-year  
p. 72 - Commission for Women (Tamara White) - 3-year
- District 2 - Purnell**  
p. 34 - Local Management Board (Eloise Henry Gordy) - 3-year  
p. 46 - Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year  
p. 52 - Social Services Advisory Board (Nancy Howard) - 3-year
- District 3 - Church** p. 26 - Economic Development Advisory Board (Joe Schanno) 4-year  
p. 32 - Housing Review Board (Chase Church) - 3-year  
p. 48 - Planning Commission (Mike Diffendal)- 5-year  
p. 56 - Solid Waste Advisory Committee (James Bob Augustine) - 4-year  
p. 61 - Tourism Advisory Committee (Elena Ake) - 4-year  
p. 66 - Water and Sewer Advisory Council - Mystic Harbour (David Dypsky- and Stan Cygam) - 4-year  
p. 70 - Water and Sewer Advisory Council- West Ocean City (Blake Haley) 4yr.  
p. 84 - Board of Zoning Appeals (David Dypsky) - 3-year
- District 4 - Elder** p. 12 - Agricultural Preservation Advisory Board (Kelley Gravenor) - 4-year  
p. 30 - Ethics Board (Joseph Stigler) - 4-year  
p. 32 - Housing Review Board (Scott Tingle) - 3-year  
p. 44 - Local Development Council for Ocean Downs Casino (Gary Weber)-4 yr  
p. 61 - Tourism Advisory Committee (Michael Day) - 4-year
- District 5 - Bertino** p. 17 - Building Code Appeals Board (James Spicknall) - 4-year  
p. 30 - Ethics Board (Jeff Knepper) - 4-year  
p. 32 - Housing Review Board (Donna Dillon) - 3-year  
p. 50 - Recreation Advisory Board (Missy Denault) - 4-year  
p. 52 - Social Services Advisory Board (Cathy Gallagher) - 3-year  
p. 56 - Solid Waste Advisory Committee (James Rosenberg) - 4-year  
p. 68 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl) - 4-year  
p. 72 - Commission for Women (Vanessa Alban) - 3-year  
p. 84 - Board of Zoning Appeals (Joseph Green, Jr.) - 3-year
- District 6 - Bunting** p. 44 - Local Development Council for Ocean Downs Casino (Steve Ashcraft)4yr  
p. 46 - Lower Shore Workforce Development Board (Walter Maizel) - 4-year  
p. 72 - Commission for Women (Bess Cropper) - 3-year
- District 7 - Mitrecic** p. 28 - Board of Electrical Examiners (Michael Patchett) - 3-year  
p. 34 - Local Management Board (Amy Rothermel) - 3-year  
p. 44 - Local Development Council for Ocean Downs Casino (Michael Donnelly) - 4 year  
p. 52 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year  
p. 84 - Board of Zoning Appeals (Glenn Irwin)-3-year

**All Commissioners**

- p. 4 - (3) Adult Public Guardianship Board (Brandy Trader, LuAnn Siler, Jack Ferry) - 3-year
- p. 8 - (3) Commission on Aging Board ( Cynthia Malament, Lloyd Parks and Clifford Gannett - Representation needed from Districts 3& 6)
- p. 14 - (1) Agricultural Reconciliation Board (Stacey Esham - Forestry Bd.) - 4-year
- p. 34 - (2) Local Management Board (Eloise Henry Gordy and Amy Rothermel) - 3-year
- p. 44 - (2) Local Development Council for Ocean Downs Casino (Mark Wittmyer and Mayor Rick Meehan - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
- p. 46 - (1) Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year
- p. 56 - (2) Solid Waste Advisory Committee (Michael Pruitt -Town of Snow Hill and Jamey Latchum - Town of Berlin) 4-year
- p. 66 - (2) Water and Sewer Advisory Council - Mystic Harbour (David Dypsky and Stan Cygam) - 4-year
- p. 68 - (1) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl) - 4-year
- p. 70 - (1) Water and Sewer Advisory Council - West Ocean City (Blake Haley) - 4-year
- p. 72 - (4) Commission for Women (Terri Shockley (Snow Hill) and Laura Morrison (Pocomoke)- Both - At-Large, and Kelly O'Keane (Health Department) and Kelly Riwniak (Sheriff's Office)- 3-year

**All Commissioners (Awaiting Nominations)**

- p. 19 - (2) Drug and Alcohol Abuse Council (Dr. Roy Cragway, Jr. Knowledge on Substance Abuse Issues; Kim Moses - Knowledge on Substance Abuse Issues) - 4-year
- p. 78 - (3) Youth Council - (nominations to be submitted by Youth Council upon youth applications)

## ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
 Perform 6-month reviews of all guardianships held by a public agency.  
 Recommend that the guardianship be continued, modified or terminated.

Number/Term: 1 1/3 year terms  
 Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department  
 1 member must be a physician  
 1 member must be a psychiatrist from the local department of health  
 1 member must be a representative of a local commission on aging  
 1 member must be a representative of a local nonprofit social services organization  
 1 member must be a lawyer  
 2 members must be lay individuals  
 1 member must be a public health nurse  
 1 member must be a professional in the field of disabilities  
 1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20
LuAnn Siler	Commission on Aging Rep.	17-20
Jack Ferry	Professional in field of disabilities	*14-14-17, 17-20
Thomas Donoway	Person with physical disability	017-20
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18, 18-21
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18, 18-21
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22

*Letter Sent to Ms. Baldwin see next page*

\* = Appointed to fill an unexpired term

**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

Prior Members:

Dr. Donald Harting  
Maude Love  
Thomas Wall  
Dr. Dorothy Holzworth  
B. Randall Coates  
Kevin Douglas  
Sheldon Chandler  
Martha Duncan  
Dr. Francis Townsend  
Luther Schultz  
Mark Bainum  
Thomas Mulligan  
Dr. Paul Flory  
Barbara Duerr  
Craig Horseman  
Faye Thomes  
Mary Leister  
Joyce Bell  
Randolph Barr  
Elsie Briddell  
John Sauer  
Dr. Timothy Bainum  
Ernestine Bailey  
Terri Selby (92-95)  
Pauline Robbins (92-95)  
Darryl Hagey  
Dr. Ritchie Shoemaker (92-95)  
Barry Johansson (93-96)

Since 1972

Albert Straw (91-97)  
Nate Pearson (95-98)  
Dr. William Greer, III (95-98)  
Rev. Arthur L. George (95-99)  
Irvin Greene (96-99)  
Mary Leister (93-99)  
Otho Aydelotte, Jr. (93-99)  
Shirley D'Aprix (98-00)  
Theresa Bruner (91-02)  
Tony Devereaux (93-02)  
Dr. William Krone (98-02)  
David Hatfield (99-03)  
Dr. Kimberly Richardson (02-03)  
Ina Hiller (91-03)  
Dr. David Pytlewski (91-06)  
Jerry Halter (99-06)  
Dr. Glenn Arzadon (04-07)  
Madeline Waters (99-08)  
Mimi Peuser (03-08)  
Dr. Gergana Dimitrova (07-08)  
Carolyn Cordial (08-13)  
June Walker (02-13)  
Bruce Broman (00-14)  
Lori Carson (13-14)  
Pattie Tingle (15-16)  
The Rev. Guy H. Butler (99-17)  
Debbie Ritter (07-17)  
Dean Perdue (08-17)  
Dr. Dia Arpon \*(10-18)

\* = Appointed to fill an unexpired term



TEL: 410-832-1194  
FAX: 410-832-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 2, 2020

Roberta Baldwin, Director  
Worcester County Department of Social Services  
299 Commerce Street  
Snow Hill, Maryland 21863

Dear Ms. Baldwin:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms will expire at the end of this year. Upon review of our records, we recently determined that the terms of the following members of the Worcester County Adult Public Guardianship Board will expire on December 31, 2020: **Brandy Trader - Non-profit Social Services Rep.; Luann Siler - Commission on Aging Rep., Jack Ferry - Professional and Thomas Donoway.** As you are aware, appointments to the Adult Public Guardianship Board are made by the County Commissioners, however, we welcome your recommendations and nominations for re-appointment or replacement of the above referenced Board members. We would appreciate receiving your recommendations by December 7, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,



Joseph M. Mitrecic  
President

JMM/kh

cf: Roberta Baldwin, Director, Department of Social Services  
Rebecca Jones, Health Officer  
Board Book

6

## Annual Report- Adult Public Guardianship Review Board

The Adult Public Guardianship Review Board (APGRB) is established, as stipulated by Family Law, Annotate Code of Maryland 14-402, to review the guardianship cases in which a public agency is named guardian of a vulnerable adult. The Board serves in an advisory capacity for the Court. Reports to the Board are submitted from the respective public agencies that are awarded guardianship and are reviewed bi-annually. The Worcester County APGRB reviews every case at all meetings. Upon the review of the case presentation, the Board discusses all significant data and progress and makes a recommendation regarding the need of continued guardianship. If the status of the individual is unchanged, the Board recommends to the Court a need for continued guardianship. However, if there is improvement or changes to the vulnerable adult's cognitive function, the Board can recommend terminating the guardianship. The adult is represented by legal counsel and counsel is present at all board meetings. In 2020, the Board met its requirement and met on April 23, 2020 and September 17, 2020. Both meetings were held virtually. During 2020, the APGRB reviewed a total of 8 cases. Of those cases 2 wards are below the age of 65 and are under the guardianship of the Worcester County Department of Social Services while 6 wards are over the age of 65 and under the guardianship of MAC, Inc.

The Board consists of 11 members who are appointed by the County Commissioners. The Board's membership meets the required standard as predetermined by Family Law. There are currently no vacancies on the Board. The Board continues to provide advocacy for case planning and medical needs, as well as meeting its primary function of advising the continuation of guardianship.

The 2020 Board consisted of the following members and their attendance record is included:

Richard Collins, Esq., Chairperson (Attended April and September meeting)  
Dr. William Greer (Attended September meeting)  
Roberta Baldwin (Attended April and September meeting)  
Melissa Banks, RN (Attended September meeting)  
Dr. Kenneth Widra (Attended April and September meeting)  
LuAnn Siler (Attended April meeting)  
Brandy Trader (Attended April and September meeting)  
Thomas Donaway (Attended September meeting)  
Nancy Howard (Attended April and September meeting)  
Connie Wessels (Attended April meeting)  
Jack Ferry (Absent for April and September meeting)

## COMMISSION ON AGING BOARD

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

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

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

Compensation: None

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

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

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

### Current Members:

Member's Name	Resides/Represents	Years of Term(s)
Cynthia Malament	Berlin	07-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22
James Covington	Pocomoke City	*18-20, 20-23
Bonita Ann Gisriel	Ocean City	*18-20, 20-23
Carolyn Dryzga	Ocean Pines	*18-20, 20-23

\* = Appointed to fill an unexpired term

Prior Members:

Since 1972

Virginia Harmon  
 Maude Love  
 Dr. Donald Harting  
 John C. Quillen  
 Violet Chesser  
 William Briddell  
 Harrison Matthews  
 John McDowell  
 Mildred Brittingham  
 Maurice Peacock  
 Father S. Connell  
 Rev. Dr. T. McKelvey  
 Samuel Henry  
 Rev. Richard Hughs  
 Dorothy Hall  
 Charlotte Pilchard  
 Edgar Davis  
 Margaret Quillen  
 Lenore Robbins  
 Mary L. Krabill  
 Leon Robbins  
 Claire Waters  
 Thelma Linz  
 Oliver Williams  
 Michael Delano  
 Father Gardiner  
 Iva Baker  
 Minnie Blank  
 Thomas Groton III  
 Jere Hilbourne  
 Sandy Facinoli  
 Leon McClafin  
 Mabel Scott  
 Wilford Showell  
 Rev. T. Wall  
 Jeaninne Aydelotte  
 Richard Kasabian  
 Dr. Fred Bruner  
 Edward Phillips  
 Dorothy Elliott  
 John Sauer  
 Margaret Kerbin  
 Carolyn Dorman  
 Marion Marshall  
 Dr. Francis Ruffo  
 Dr. Douglas Moore  
 Hibernia Carey  
 Charlotte Gladding  
 Josephine Anderson  
 Rev. R. Howe  
 Rev. John Zellman  
 Jessee Fassett  
 Delores Waters  
 Dr. Terrance A. Greenwood  
 Baine Yates  
 Wallace T. Garrett  
 William Kuhn (86-93)  
 Mary Ellen Elwell (90-93)  
 Faye Thornes  
 Mary Leister (89-95)

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

\* = Appointed to fill an unexpired term



*Our mission is to enhance the quality of life for Worcester County residents 50 years and older.  
Our vision is to provide programs and services that promote active, independent and healthy lifestyles.*

**Summarization of Departmental Services for Fiscal Year 2020  
Prepared for the Worcester County Commissioners - November 2020**

- General** WorCOA is grateful for the strong support it receives from the Commissioners and County Administration in fulfilling its mission. Despite the COVID challenges, we enjoy a positive corporate culture, a high employee morale, and an encouraging evolution and continuation of our services to the seniors of Worcester County.
- Adult Medical Day Services** We operate the only adult day care facility in the County, as all private day cares closed in prior years due to economic unfeasibility. FY2020 saw a steady increase in participants, with 48 Worcester residents being served during the year. On-site services ceased with COVID, but daily contact with the participants has continued through phone calls or visits following health guidelines established by the State.
- 50plus Program** The County's Senior Centers program was officially rebranded as "50plus." Our Snow Hill and Pocomoke City 50plus Centers received national accreditation from the National Council of Aging and the National Institute of Senior Centers. All four centers are now accredited. This is indicative of a high quality of service and program offerings. The COVID crisis required the cessation of all activities. With reduced hours, staff continued to stay connected to participants through phone contact, social media activities and outdoor events.
- Maryland Community for Life** Maryland's pilot project for its Community for Life program began in Ocean Pines in July of 2018. In FY20 it expanded to other areas of the County and grew to serve 60 seniors with transportation needs, handyman services, grocery and pharmacy delivery, and participant care. These services continued through most of the COVID crisis.
- Meals on Wheels** Participation in the home delivered meal program almost doubled between January and June due to the COVID crisis. Over 1,000 miles are traveled weekly to deliver over 500 meals to some of the most vulnerable seniors in our County's population. The Friendly Visit aspect of this service was particularly important at a time when the oftentimes typical isolation of many of the over 190 participants served was magnified by COVID.
- In-Home Care and Respite Services** After a brief pause in services due to COVID, Senior Care resumed in-home chores and personal care services for over 50 Worcester residents. Provision of needed supplies for clients, and financial help for personal caregivers has continued without interruption.
- Temporary Residential Handicap Ramps** A new Temporary Ramp service was started to provide immediate relief for 5 disabled low-income residents waiting for the construction of a permanent ramp, or in need of a temporary solution for handicap access to their homes. This was especially timely, since COVID brought an abrupt halt to permanent ramp construction. In partnership with Chesapeake Housing, WorCOA assisted in providing permanent ramps for several low-income Worcester residents in the first eight months of FY2020.
- Transportation** WorCOA began laying the groundwork for the assumption of all SSTAP transportation in the County, which began in July of 2020. Moving forward, WorCOA is responsible for the transportation of all seniors and disabled persons that are not serviceable by Shore Transit.

**WorCOA Board of Directors**

Dates of FY2020 Meetings: August 12, 2019; October 7, 2019; February 10, 2020

<b>REGULAR MEMBERS</b>	<b>Of 3 Meetings, In Attendance</b>
Tommy Tucker, Chairman	2
Fred Grant, Vice-Chairman	3
Helen Whaley, Treasurer	2
Cynthia Malament (retired), Secretary	1
Lloyd Parks (deceased)	0
Cliff Gannett (deceased)	0
Tommy Mason	3
Joyce Cottman	2
Carolyn Dryzga	2
Bonnie Gisriel	3
Jim Covington	3
<b>EX OFFICIO MEMERS</b>	
Rob Hart, Executive Director	3
Madison Bunting, County Commissioner	0
Becky Jones (or representative), Health Department	3
Roberta Baldwin, Dept. of Social Services	3
Kennis Austin, Board of Education	3

## AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory  
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years\*\*\*  
Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms  
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16, 16-20
Glen Holland (O-O)	Lockfaw	D-1, Pocomoke	13-17, 17-21
Kathy Drew	Bunting	D-6, Bishopville	** 06-09-13-17, 17-21
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22
Billy Thompson (O-O)	Purnell	D-2, Berlin	19 -23
Curt Lambertson	Elder	D-4, Snow Hill	15-19, 19-23

### Prior Members:

Norman Ellis	Ed Anderson (98-03)
Richard Bradford	Robert Gray (00-05)
Charles Fulton	Orlando Bishop (01-06)
Elmer Hastings	Roger Richardson (96-07)
David Stevens	Anne Hastings (06-11)
Curtis Shockley	Earl Ludey (07-13)
Gerald Redden	George Lee Clayville (00-14)
William Sirman, Jr.	Sandra Frazier (03-14)
Harold Purnell	Donnie Powell (06-15)
Chauncy Henry (96-97)	Bill Bruning(O-O) (11-19)
Lieselotte Pennewell (93-98)	
Carlton Magee (90-00)	
Harry Mitchell (90-00)	
Frank Baker (98-01)	

\* = Appointed to fill an unexpired term

\*\* = Appointed to partial term to create proper staggering of terms

\*\*\*=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

## Memorandum

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**To:** Robert Mitchell, Director

**From:** Katherine Munson, Planner V *KM*

**Subject:** Worcester County Agricultural Preservation Advisory Board Activity, FY20

**Date:** November 9, 2020

---

The function of this board is to oversee the execution of the county agricultural land preservation program, funded primarily through the Maryland Agricultural Land Preservation Foundation, with match funds from the county and the county's agricultural transfer tax revenue.

The board met once in FY20: June 30, 2020, via Zoom. The board reviewed FY21 applications and made recommendations to the county commissioners.

Board Member Attendance at Meetings: Kathy Drew, Kelley Gravenor, Alan Hudson, Ed Phillips. Glenn Holland recused himself due to being an applicant. Not in attendance: Curt Lambertson and Billy Thompson.

Please do not hesitate to contact me should you have any questions.

13



# AGRICULTURAL RECONCILIATION BOARD

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory  
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

**Number/Term: 5 Members/4-Year Terms - Terms expire December 31st**

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents  
 - Two Members chosen from nominees of Worcester County Farm Bureau  
 - One Member chosen from nominees of Worcester County Forestry Board  
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting  
 - Edward A. Tudor, Director (410-632-1200, ext. 100)  
 County Agricultural Extension Agent - As Consultant to the Board  
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16, 16-20
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16, 16-20
George Solyak	At-Large	No	Ocean Pines	18-22
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18,18-22
Tom Babcock	At-Large	No	Whaleyville	14-18, 18-22

*Letter Mailed to Forestry Bd See next page*

**Prior Members: Since 2000**

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott \*(09-17)

14

\* = Initial terms staggered

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



OFFICE OF THE  
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JAMES C. CHURCH  
JOSHUA C. NORDSTROM  
DIANA PURNELL

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 2, 2020

Richard Holland, Chairman  
Worcester County Forestry Board  
C/O Adkins Company of Berlin  
Post Office Box 156  
Berlin, Maryland 21811

RE: Request for nominations - Worcester County Agricultural Reconciliation Board

Dear Mr. Holland:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms are expiring at the end of this year. Upon review of our records, we recently determined that the term of Stacey Esham, the Forestry Board's representative on the Worcester County Agricultural Reconciliation Board, is scheduled to expire on December 31, 2020. Please review this matter with your fellow members of the Worcester County Forestry Board and submit your nomination for reappointment or replacement on the Agricultural Reconciliation Board, by December 7, 2020. The Commissioners will review the recommendation at their meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,

Joseph M. Mitrecic  
President

JMM/kh  
cc: Ed Tudor, Director of Development, Review & Permitting  
Board Book

15



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

TEL: 410-632-1200 / FAX: 410-632-3008  
<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: November 4, 2020  
RE: Annual Report – Agricultural Reconciliation Board - 2019/2020

\*\*\*\*\*

The Agricultural Reconciliation Board is established pursuant to the provisions of Section ZS 1-347, Right to Farm Law, of the Zoning and Subdivision Control Article. The purpose of the Board is to mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands. The Department did not receive any applications or complaints seeking mediation or action by the Board and therefore no meetings were held.

Please do not hesitate to contact me should you have any questions or require additional information.

EAT;jkk

16

## BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

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

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

### Current Members:

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

### Prior Members:

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

\* = Appointed to fill an unexpired term



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

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

TEL: 410-632-1200 / FAX: 410-632-3008  
<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

## MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: November 4, 2020  
RE: Annual Report - Building Code Appeals Board - 2019/2020

\*\*\*\*\*

The Building Code Appeals Board is established pursuant to Section 113 of both the International Building Code and the International Residential Code. The purpose of the Board is to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the code. No requests for appeal were filed in 2019/2020 (nor in many years for that matter) and therefore the Board did not meet.

Please do not hesitate to contact me should you have any questions or require additional information.

EAT:jjk

18

## DRUG AND ALCOHOL ABUSE COUNCIL

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

**Current Members:**

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

*Nominated  
For Reappointment  
See Letters*

**Ex-Officio Members**

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

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

Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

**Advisory Members**

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

**Prior Members:**

Since 2004

Vince Gisriel	Chief Bernadette DiPino - OCPD
Michael McDermott	Chief Kirk Daugherty -SHPD
Marion Butler, Jr.	Mike Shamburek - Hudson Health
Judge Richard Bloxom	Shirleen Church - BOE
Paula Erdie	Tracy Tilghman (14-15)
Tom Cetola	Marty Pusey (04-15)
Gary James (04-08)	Debbie Goeller
Vickie Wrenn	Peter Buesgens
Deborah Winder	Aaron Dale
Garry Mumford	Garry Mumford
Judge Theodore Eschenburg	Sharon Smith
Andrea Hamilton	Jennifer Standish
Fannie Birckhead	Karen Johnson (14-17)
Sharon DeMar Reilly	Rev. Bill Sterling (13-17)
Lisa Gebhardt	Kat Gunby (16-18)
Jenna Miller	William McDermott
Dick Stegmaier	Sheriff Reggie Mason
Paul Ford	Colleen Wareing ( *06-19)
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	

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

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



OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195  
November 2, 2020

Jack Orris, Council Secretary  
Drug and Alcohol Abuse Council  
Worcester County Health Department  
6040 Public Landing Road  
Snow Hill, Maryland 21863

Dear Mr. Orris:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms will expire at the end of this year. Upon review of our records, we recently determined that the terms of the following members of the Worcester County Drug and Alcohol Abuse Council will expire on December 31, 2020: **Kim Moses - Knowledge of Substance Abuse Issues and Dr. Roy W. Cragway, Jr. - Knowledgeable on Substance Abuse Issues.** As you are aware, appointments to the Worcester County Drug and Alcohol Abuse Council are made by the County Commissioners, however, we welcome your recommendations and nominations for re-appointment or replacement of the above referenced Council members. We would appreciate receiving your recommendations by December 07, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,

Joseph M. Mitrecic  
President

JMM/kh

cc Doug Dods, Chair, Drug and Alcohol Abuse Council  
Weston Young, Assistant Chief Administrative Officer  
Rebecca Jones, Health Officer  
Board Book

21





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

11/2/20

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

Dear President Mitrecic:

On behalf of the Worcester County Drug and Alcohol Council, I would like to request the Commissioners make the following re-appointment to the Council. This term will expire December 2024.

**Kim Moses (Knowledge of Substance Abuse – Continuance; Current term expires 2020)**

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

Sincerely,



Capt. Douglas Dods  
Chairman



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

11/6/20

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

Dear President Mitrecic:

On behalf of the Worcester County Drug and Alcohol Council, I would like to request the Commissioners make the following re-appointment to the Council. This term will expire December 2024.

**Dr. Roy W. Cragway, Jr – 22 Crossbow Trail, Ocean Pines, MD 21811**  
**(Knowledge of Substance Abuse – Continuance; Current term expires 2020)**

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

Sincerely,

Capt. Douglas Dods  
Chairman

# Worcester County Drug & Alcohol Abuse Council

## Executive Summary

### Contact Information

Capt. Doug Dods (WCSO)  
ddods@co.worcester.md.us

Jack Orris (WCHD)  
jack.orris@maryland.gov

### Year founded

1983

### Number of Members

30

### Funding Opportunity

\$9,000  
(\$9,000 County Appropriation)

### Use of Fund (FY20)

68% Amount returned to  
County  
26% Play it Safe  
6% After Prom Donation (1)

### Times met (FY20)

5

### Existing Debt

\$0

### Overview

The Council is made up of members of the community, by Commissioner appointment, who are experienced and are knowledgeable in the alcohol and drug abuse field. This includes clergy, health department professionals, treatment providers, law enforcement, and citizens who have been personally involved in the challenge. Sub-committees are formed, on an ad-hoc basis, to work on specific projects and identify stakeholders, define the issues, pose solutions, and identify the resources outreach to the public regarding opiate abuse.

### FY20 Council Activities

The huge impact of COVID-19 was felt everywhere and the AOD Council was no different. Already scheduled to meet every other month, the Council canceled all events and one scheduled meeting. The Council has begun remote meeting with our May 2020 meeting and that will be the operating mode for the foreseeable future.

We were able to contribute the allotted amount to the Ocean City Play it Safe Committee (albeit canceled until 2021), which they can now use as a foundation for next year. We were also able to disperse an allocated fund to one high school (Stephen Decatur) for their planned After Prom. Again, this was canceled due to school closure but can be used for future After Prom activities.

\$6,100, or 68% of funds allocated to the AOD Council were returned to the County at the end of FY20.

*\*All funds were used in Worcester County*

### Attendance

Participation among At-Large members was 83% for the fiscal year. (report attached)

**Worcester County  
Drug and Alcohol Council Attendance  
Fiscal Year 2020**

Name	Retreat 8/8/19	9/26/19	11/21/19	1/23/20	3/26/20	5/28/20	TOTAL
Doug Dods, Chairperson/Sheriff's Office	X		X	X		X	4
James Freeman, Co-Chair	X		X	X			3
Jennifer LaMade/Jessica Sexauer	X	X	X	X		X	5
Kim Moses	X			X		X	3
Sue Abell-Rodden	X		X	X	C	X	4
WCHD BH	X	X	X	X		X	5
WCHD Prevention	X	X	X	X	A	X	5
Dr. Roy W. Cragway, Jr.							0
Colleen Wareing/Donna Nordstrom	X	X			N	X	3
Rev. Matthew D'Amario		X		X			2
Shane Ferguson	X	X	X	X	C	X	5
Burton Anderson							0
Trudy Brown/Damian Valentine	X			X	E		2
Jackie Ball				X			1
Roberta Baldwin or designee	X			X	L	X	3
Diana Purnell	X						1
Rebecca Jones	X	X			E		2
Donna Bounds, Warden							0
Tracy Simpson for Judiciary	X	X	X	X	D		4
State's Attorney Office	X						1
BOE	X	X	X	X	C	X	5
Jack Orris	X	X	X	X		X	5
Spencer Lee Tracy, Jr. (DJS)					O		0
Lt. Rick Moreck	X	X	X	X		X	5
Charles "Buddy" Jenkins	X		X		V		2
Leslie Brown	X	X					2
Lt. Earl Starner, MSP/designee	X			X	I	X	3
Student Liaison(s)		X	X				2
James McGuire	X				D		1

## ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner  
Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
Joe Schanno	D-3, Church	West Ocean City	*19-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23

### Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	Greg Shockley (14-18)
Saunders Marshall	Bob Pusey (99-00)	Tom Terry (15-19)
Elsie Marshall	Harold Scrimgeour (00-02)	John Glorioso (08-19)
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

\* = Appointed to fill an unexpired term

26



Worcester County Economic Development

100 Pearl Street, Suite B | Snow Hill MD 21863 | (410) 632-2144 | [www.ChooseMarylandsCoast.org](http://www.ChooseMarylandsCoast.org)

**To:** Harold Higgins, Chief Administrative Officer  
**From:** Tom Perlozzo, Director, Recreation, Parks, Tourism and Economic Development  
**Date:** November 9, 2020  
**Subject:** Economic Development Board Report

The Economic Development Board met twice since January for the following:

1. Zoom Meeting for introductions and information reorganization of the department
2. In-person attendance for participation of the COVID 19 Grant review with Beacon

Limited participation by all members were due to COVID and general lack of interest. We did accomplish awarding of 1.78 million dollars to small businesses. Each application was reviewed and recommended by the board. All further meetings have been on hold based upon additional changes within the department for personnel, etc.

Challenges moving forward will be:

1. Riverboat success
2. Text Amendment requested changes to Agri-Tourism (Castle Farm and on Farm Breweries)
3. Service Road elimination on Rt.50 Property.
4. Excursion train request (new)
5. Tyson Grant conversion for Riverboat
6. DHCD Grants for Snow Hill, Berlin and Pocomoke
7. Other Grant projects TBD worked on cooperatively
8. Discussion of Tourism and Economic Development boards being combined

Please feel free to reach out at your earliest convenience.

## BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory  
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years  
Terms expire December 31st

Compensation: \$50 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.  
1 must be electrician in Worcester County.  
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting  
Deborah Mooney - Isle of Wight (Ph. 410-352-3057)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Kenneth Lambertson (ME-5)	D-1, Nordstrom	Pocomoke	96-11-14-17, 17-20
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17, 17-20
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-15, 15-18, 18-21
Duane Duncan (ME-5)	D-3, Church	Berlin	*05-12-15-18, 18-21
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19, 19-22
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19, 19-22
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

**Prior Members:** (Since 1972)

Harrison Lambertson William Molnar Thomas Ashby Billy Burton Cropper Alonza Anderson Gus Foltz Robert Conner Gus Payne Robert Farley Mike Costanza Herbert Brittingham Otho Mariner Mark Odachowski	Howard Pusey Elwood Bunting W. Prentiss Howard Frank Bradshaw (90-96) H. Coston Gladding (90-96) Willard W. Ward (92-97) Walter Ward (92-98) Dale Venable (94-00) Gary Frick (96-03) Thomas Duncan (02-05) Mike Henderson (00-06) Brent Pokrywka (02-07) Joel Watsky (03-08)	Bob Arnold (97-10) Jamie Englishmen (06-12)
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28

\* = Appointed to fill an unexpired term

## **Electrical Board**

This Board operates pursuant to § BR 2-201 of the Worcester County Code. The main function of the Board is to regulate licensing of electricians in Worcester County. They review and approve applications for persons wishing to take an examination to obtain a license. They also review applications for electricians which are eligible to obtain a local license through reciprocity with either the State or another County.

During this year the Electrical Board discussed the 'Limited License' and the need to make sure that it is noted what the electrician's scope of work is limited to on the license itself. The Board discussed the six (6) different exams for the 'Limited License' and updated the exams. Since the Board has not met for the past couple of months, any 'Limited' and 'General' Licenses have been approved through email.

The Electrical Board held a total of seven (7) regular session meetings in FY 2019-2020 and did not meet in April, May, or June due to the health pandemic. Attendance on the board was as follows:

Kenneth Lambertson, Sr. – attended 6 out of 7 meetings (86%)  
Duane Duncan – attended 6 out of 7 meetings (86%)  
Carl Smith – attended 2 out of 7 meetings (29%)  
Jeffrey Novak – attended 7 out of 7 meetings (100%)  
Michael Patchett – attended 5 out of 7 meetings (71%)  
Roy Case – attended 5 out of 7 meetings (71%)  
Steve Kolarik – attended 6 out of 7 meetings (86%)



## ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory  
Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years  
Terms expire December 31<sup>st</sup>

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph Stigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23

Prior Members: (Since 1972)

J.D. Quillin, III	Wallace D. Stein (02-08)
Charles Nelson	William Kuhn (90-09)
Gabriel Purnell	Walter Kissel (05-09)
Barbara Derrickson	Marion Chambers (07-11)
Henry P. Walters	Jay Knerr (11-14)
William Long	Robert I. Givens, Jr. (98-14)
L. Richard Phillips (93-98)	Diana Purnell (09-14)
Marigold Henry (94-98)	Kevin Douglas (08-16)
Louis Granados (94-99)	Lee W. Baker (08-16)
Kathy Philips (09-00)	Richard Passwater (09-17)
Mary Yenny (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	

\* = Appointed to fill an unexpired term

TEL: 410-632-1194  
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OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

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SNOW HILL, MARYLAND

21863-1195

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER

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

November 5, 2020

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Roscoe R. Leslie, County Attorney *RL*  
SUBJECT: FY 2020 Annual Report - Ethics Board

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Please be advised that the Worcester County Ethics Board held their annual meeting on February 3, 2020. All members were in attendance. The duties of the Ethics Board were discussed along with the major components of the law that the Board was charged with reviewing.

The Ethics Board received one complaint in June 2020 by Mr. Marvin Purnell and the board rendered an opinion on the matter.

Should you have any questions, please advise.

RRL/fac  
H:\COATTY\Ethics Report FY 2020.wpd

31

**HOUSING REVIEW BOARD**

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
 To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.  
 Review Housing Assistance Programs.

Number/Term 7/3 year terms  
 Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
 Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Chase Church	D-3, Church	Ocean Pines	*19-20
Scott Tingle	D-4, Elder	Snow Hill	14-17, 17-20
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15-18, 18-21
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18, 18-21
C. D. Hall	D-1, Nordstrom	Pocomoke	10-13-16-19, 19-22
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19, 19-22

**Prior Members:**

- |                            |                            |
|----------------------------|----------------------------|
| Phyllis Mitchell           | Albert Bogdon (02-06)      |
| William Lynch              | Jamie Rice (03-07)         |
| Art Rutter                 | Howard Martin (08)         |
| William Buchanan           | Marlene Ott (02-08)        |
| Christina Alphonsi         | Mark Frostrom, Jr. (01-10) |
| Elsie Purnell              | Joseph McDonald (08-10)    |
| William Freeman            | Sherwood Brooks (03-12)    |
| Jack Dill                  | Otho Mariner (95-13)       |
| Elbert Davis               | Becky Flater (13-14)       |
| J. D. Quillin, III (90-96) | Ruth Waters (12-15)        |
| Ted Ward (94-00)           | John Glorioso (*06-19)     |
| Larry Duffy (90-00)        |                            |
| Patricia McMullen (00-02)  |                            |
| William Merrill (90-01)    |                            |
| Debbie Rogers (92-02)      |                            |
| Wardie Jarvis, Jr. (96-03) |                            |

\* = Appointed to fill an unexpired term



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](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

**To:** Worcester County Commissioners  
**CC:** File  
**From:** Jo Ellen Bynum *JEB*  
**Date:** 11/04/20  
**Re:** Housing Review Board- FY 2020

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The Worcester County Housing Review Board met once in-person during fiscal year 2020 to review 8 cases. Additionally, the Board provided a remote review and subsequent approval of one emergency case due to the restrictions of the COVID pandemic. These meetings were held to prioritize the applicants for funding under the County's 2020 CDBG housing rehabilitation grant, MD-20-CD-22, and the State Special Loans Program. Please note- only applicants who have passed the minimum qualification phase of the program, meeting State mandated income and ownership requirements, and have provided documentation to support their eligibility, are presented to the Board for review.

Following are the Housing Review Board members' attendance records for the past year:

Sharon Teagle – 0 out of 1

Scot Tingle – 0 out of 1

Donna Dillon- 0 out of 1

C.D. Hall- 1 out of 1

Debbie Hileman- 1 out of 1

Jake Mitrecic- 1 out of 1

Chase Church- 1 out of 1

# WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning  
 - Implementation of a local, interagency service delivery system for children, youth and families;  
 - Goal of returning children to care and establishment of family preservation within Worcester County;  
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$50 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms  
 51% of members must be public sector  
 Terms expire December 31<sup>st</sup>

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648  
 Jennifer LaMade - Local Management Board - (410) 632-3648

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20
Eloise Henry Gordy	At-Large - J. Purnell	Snow Hill	*07-08-11-14-17,17-20
Mark Frostrom	At-Large - Nordstrom	Pocomoke City	*99-12, 12-15-18, 18-21
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Spencer "Lee" Tracey	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite
Theophilus Hobbs IV	At-Large - D. Purnell	Snow Hill	19-22

**Prior Members (since 1994):**

Tim King (97)	Lou Etta McClafin (04-07)	Virgil L. Shockley
Sandra Oliver (94-97)	Bruce Spangler (04-07)	Dr. Jon Andes (96-12)
Velmar Collins (94-97)	Sharon DeMar Reilly	Dr. Ethel M. Hines (07-13)
Catherine Barbierr (95-97)	Kathy Simon	Deborah Goeller
Ruth Geddie (95-98)	Vickie Stoner Wrenn	Andrea Watkins (13-17)
Rev. Arthur George (94-99)	Robin Travers	Sheila Warner (Indefinite)
Kathey Danna (94-99)	Jordan Taylor (09)	Ira Shockley (03-19)
Sharon Teagle (97-99)	Aaron Marshall (09)	
Jeanne Lynch (98-00)	Allen Bunting (09)	
Jamie Albright (99-01)	LaTrele Crawford (09)	
Patricia Selig (97-01)	Sheriff Charles T. Martin	
Rev. Lehman Tomlin (99-02)	Joel Todd, State's Attorney	
Sharon Doss	Ed Montgomery (05-10)	
Rick Lambertson	Edward S. Lee (07-10)	
Cyndy B. Howell	Toni Keiser (07-10)	
Sandra Lanier (94-04)	Judy Baumgartner (07-10)	
Dr. James Roberts (98-04)	Claudia Nagle (09-10)	
Dawn Townsend (01-04)	Megan O'Donnell (10)	
Pat Boykin (01-05)	Kiana Smith (10)	
Jeannette Tresler (02-05)	Christopher Bunting (10)	
Lou Taylor (02-05)	Simi Chawla (10)	
Paula Erdie	Jerry Redden	
Rev. Pearl Johnson (05-07)	Jennifer Standish	
Peter Fox (05-07)	Anne C. Turner	
	Marty Pusey	

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



OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 02, 2020

Jessica Sexauer, Director, Local Management Board  
6040 Public Landing Drive  
Snow Hill, Maryland 21863

Dear Ms. Sexauer:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms will expire at the end of this year. Upon review of our records, we recently determined that the term of the following member of the Worcester County 's Initiative To Preserve Families Board will expire on December 31, 2020:

**Amy Rothemel- At Large - Mitrecic**  
**Eloise Henry Gordy - At Large - Purnell**

We would appreciate receiving your nomination for re-appointment or replacement of the above referenced Board member, by December 7, 2020, or sooner, so that we can make the appointment at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,

Joseph M. Mitrecic  
President

JMM/kh

cc: Worcester County Commissioners  
Board Book

35

# Worcester County's Initiative to Preserve Families

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

Telephone: 410-632-3648



## Worcester County's Initiative to Preserve Families FY 2020 Annual Report

The Worcester County Local Management Board met on the following days during fiscal year 2020:

### Attendance of Members by Meeting Date

Ex Officio Members	7/1 7/1 9	9/18/ 19- canc elled	10/2 3/19	1/15 /20	3/18 /19*	5/20 /19*
Lou Taylor – Board of Education			R		*	*
Jessica Sexauer-LMB Director, LBHA Director	X		X	X	*	*
Spencer Lee Tracy-Department of Juvenile Services	X			X	*	*
Jennifer LaMade – Worcester County Health Department, Director of Planning				X	*	*
Rebecca Jones – Health Officer					*	*
Roberta Baldwin –CHAIR, Department of Social Services	X		X	X	*	*
<b>Private Sector Members</b>						
Eloise Henry-Gordy, Chair, District 4, Snow Hill					*	*
Vacant -District 6, Bishopville						
Mark Frostrom-District 1, Pocomoke	X		X	X	*	*
Amy Rothermel – District 7 – Ocean City	X		X	X	*	*
Ira “Buck” Shockley – District 4					*	*
Theophilus Hobbs IV - District 4					*	*
**replaced Ira Shockley 1/15/20						

**\*March and May meetings were canceled due to the COVID-19 Pandemic.  
Communication through email was conducted for approval of the LMB needs.**

**X=Present**

**R=Representative present**

Like the rest of the world, Worcester County's Initiative to Preserve Families (LMB) staff, vendors and partners had a unique year, facing challenges and barriers due to the Covid-19 pandemic. The LMB, vendors and partners rose to the challenge by providing much needed trainings and resources to children, youth, families and community during these "unprecedented" times.

The LMB was able to offer four (4) trainings in the second half of FY20 to over 250 individuals. Training topics addressed timely concerns, including Covid-19 and racial disparities, domestic violence, anxiety and health.

The LMB was also able to reallocate \$32,000.00 in funding to support childhood hunger in the local community during the Covid-19 pandemic. By partnering with the Board of Education and a community faith based organization, 1,176 meals were provided to children and families in Worcester County.

Although many of the programs that the LMB funds were slowed due to restrictions and shut-downs associated with the pandemic, vendors found ways to meet the on-going needs of the community. Vendors were able to work quickly to create virtual transitions for programming and creatively problem solve. Vendors also utilized this time to create a strong foundation for programming moving forward into FY21.

LMB staff conducted weekly check in with vendors to provide TA assistance wherever possible and will continue to work closely with program providers to develop continuity of service plans. Below is a brief synopsis of the accomplishments that vendors had during FY20:

- **Worcester Connects:** Worcester Youth and Family Counseling Center was the chosen vendor for this newly developed program in FY20. Worcester Connects is a mentor program that targets youth between grades 6th-12th and matches them with a volunteer mentor. During FY20, the Worcester Connects program developed a robust and specifically targeted outreach plan for not only youth but for volunteers. By the end of FY20, Worcester Connects had 12 mentees that were served, and a dozen volunteer mentors, trained and ready to be paired with youth.
- **Building Bridges to Stable Families:** The Worcester County Health Department continues to be the vendor for the Building Bridges to Stable Families program. This program works with parents that are incarcerated, providing case management and educational parenting classes. The program also provides case management services and classes to children and their caregivers that have a parent incarcerated. During FY20, there were three (3) Parenting Inside Out cohorts offered- one in the jail, one in the community and one online; 13 participants completed the training and 100% of the enrolled incarcerated parents reported improved communication with their children. 44 children were served during FY20.
- **Worcester Employment, Education and Empowerment- WE3:** Telamon Corporation continues to be the vendor for the WE3 program that targets "Disconnected Youth", or youth between the ages of 16-24 who are not employed and not in school. During FY20, 15 youth were served and more than 20 community partners were committed to assisting this target population. After the "Stay-at Home" was enacted, three (3) of the participants were able to work virtually toward their GED using the online Aztec Program set up by Telamon team



members. Two (2) participants were also engaged in the online Job Readiness Curriculum with Conover supported by team members.

### **Additional Board Updates**

In FY20, the LMB continued to serve children and families with intensive needs through the Local Care Team. The LCT Coordinator and LMB Staff facilitated a coordinated approach to services which ensured that comprehensive support was provided to youth, and their families. The LCT tracks referrals and services, maintains a comprehensive resource database, collects and reports data and ensures follow up services.

The LMB is the lead facilitator in six (6) interagency committees, as well as an active participant in seventeen (17) local committees. These committees include: The Worcester County Homeless Board; Worcester County Homeless Outreach Team (HOT); The Homeless Alliance of the Lower Shore; The Lower Shore Vulnerable Population Task Force; and more.

LMB staff with partners from the Worcester County Health Department, the Jesse Klump Memorial Fund and the American Foundation for Suicide Prevention collaborated with other local agencies to host the 9<sup>th</sup> annual Out of the Darkness Suicide Prevention Walk to raise awareness for suicide prevention. This year's walk was transformed into a weeklong virtual event starting September 19<sup>th</sup> through the 26<sup>th</sup>. 206 participants have raised \$24,633.87 and fundraising will continue through December 2020. A portion of the funds raised are designated for suicide prevention activities in our local community. In addition to the online events, an in-person Evening of Reflection was hosted on Friday, September 25th to provide support and resources to individuals and families affected by suicide.

## BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory  
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

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

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

NO Appointments  
Necessary

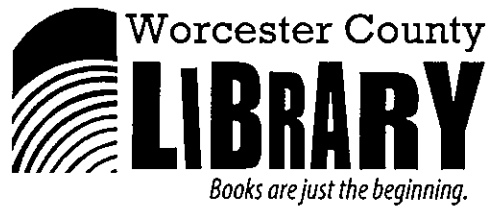
**Current Members:**

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Holly Anderson	Newark	*10-11-16, 16-21
Nancy Howard	Ocean City	16-21
Donald James Bailey	Pocomoke	16-21
Vicki O'Mara	Ocean Pines	*18-22
Leslie Mulligan	Snow Hill	*17-18, 18-23
Jeff Smith	Berlin	19-24
Patricia Tomasovic	Pocomoke	*19, 19-24

**Prior Members:** Since 1972

Herman Baker	Jere Hilbourn	Belle Redden (99-09)
Lieselette Pennewell	Janet Owens	Beverly Dryden Wilkerson (06-10)
Edith Dryden	Ruth Westfall	John Staley (97-11)
Clifford D. Cooper, Jr.	Helen Farlow	James Gatling (01-11)
Klein Leister	Judy Quillin	Shirley Dale (02-12)
Evelyn Mumford	Gay Showell	Edith Barnes (07-13)
Ann Eschenburg	Susan Mariner	Richard Polhemus (11-16)
Barbara Ward	Jacqueline Mathias	Richard Warner Davis (11-16)
Donald F. McCabe	Ann S. Coates (88-97)	Frederick Grant (13-17)
Fannie Russell	Jim Dembeck (91-97)	Rosemary S. Keech (12-18)
Stedman Rounds	Bill Waters (88-98)	Vivian Pruitt (09-19)
Donald Turner	Geraldine Thweatt (97-98)	Ron Cascio 09-19
Sarah Dryden	Martha Hoover (87-99)	
L. Richard Phillips	Eloise Henry-Gordy (98-00)	
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	
	Leola Smack (99-02)	
	Jean Tarr (94-04)	
	Lois Sirman (01-06)	
	Amanda DeShields (00-07)	
	David Nedrow (04-09)	

\* = Appointed to fill an unexpired term



## FY 20 ANNUAL REPORT

### Highlights

- Programs of note include: "The Biggest Little Farm" (September 2019) on the lawn of the Taylor House Museum in Berlin - with a surprise visit from the Director for a Q&A session); Pearl Harbor Remembrance program at the Ocean Pines branch (December 2019); and a Film Series featuring African American female directors at the Ocean City branch (February 2020)
- "Brain Health advantAGE" grant awarded by the Maryland State Library
- Purchased Sensory Kit materials (weighted stuffed animals, weighted lap pads, and noise-reducing earmuffs) to help children on the autism spectrum feel welcome and comfortable while visiting the library or attending library programs
- Ocean Pines Branch Library new carpet in main stacks, completed in December 2019 and new AV equipment (purchased by the Friends of the OP Library) installed in February 2020
- Strategic Planning process began in February 2020
- Library closes branches to the public on March 16, 2020 due to COVID-19
- Library's first virtual program held March 26, 2020
- New Local History Resource Guide launched in April 2020, includes digitized special collections and oral histories
- "Library to Go" service began on May 27; patrons are able to request items for pick-up in a safe, contactless manner
- Dial-a-Story began on May 27, weekly children's stories read by Maryland's Eastern Shore
- June 1 – first day of Summer Reading registration; entire program was virtual for the first time

<b>364,101</b> Items Circulated	<b>619</b> Youth Programs <b>18,217</b> Attendance	<b>9,740</b> Summer Reading Program Attendance	<b>480</b> Adult Programs <b>2,117</b> Attendance	<b>1,566</b> Meeting Room Reservations	<b>4,385</b> Volunteer Hours	<b>262,921</b> Library Visits
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### Library Board Members & Attendance

Member	9-10-19	10-8-19	11-12-19	12-10-19	1-14-20	2-11-20	3-10-20	4-14-20	5-12-20	6-9-19
Holly Anderson	✓	x	✓	✓	✓	✓	x	x	x	x
Jamie Bailey	✓	x	x	✓	✓	✓	✓	✓	x	x
Ron Cascio	✓	x	x	✓	Term Ended					
Nancy Howard	✓	✓	✓	✓	✓	✓	✓	✓	x	x
Leslie Mulligan	✓	✓	✓	✓	✓	✓	x	✓	✓	✓
Vicki O'Mara	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pat Tomasovic	✓	✓	✓	✓	✓	✓		✓	✓	✓
Jeff Smith						New ✓	✓	✓	✓	✓

### Future Plans / Needs

- Pocomoke Library Building Improvements
- Snow Hill Library Building Improvements
- Outreach Vehicle for Youth Services

#### Our Mission

The mission of the Worcester County Library is to promote reading, thinking, learning, and the enjoyment of the arts.

#### Our Vision

The Library serves as the community's learning center where the pursuit of knowledge, the exploration of the arts, and positive interactions are encouraged through innovative educational and cultural opportunities for all.

**BOARD OF LICENSE COMMISSIONERS**

Reference: Article 2B, Section 15-101 - Annotated Code of Maryland  
Appointed by: Governor (with advice and consent of Senate, if in session)  
Function: Regulatory  
Issue alcoholic beverages licenses provided for by State Law

Number/Term: 3 (1 alt.) 4 years  
Terms Expire June 30th

*update  
NO Appointments Necessary*

Compensation: Chairman = \$2,500 per year  
Members = \$2,100 per year  
Set by County Commissioners (minimum established by Art. 2B, §15-109(y))

Meetings: 1 per month

Special Provisions: Chairman appointed by Governor

Staff Contact: April Payne, Liquor License Administrator - Department of Development  
Review & Permitting (410-632-1908)

**Current Members**

	Martha W. Pusey	Snow Hill	16-20	<i>Waiting For the Governor's reappointment</i>
C)	William E. Esham, Jr.	Ocean City	* 86-87-91-96-01-05-09-13-17, 17-21	
	Reese F. Cropper, III (alt.)	West Ocean City	17-21	
	R. Charles Nichols, Jr.	Berlin	07-11-15, 15-19, 19-23	

Prior Members: Since 1972

- William Esham
- William Scott
- Earl T. Grant
- Elton J. Killmon
- Charles S. Jenkins, Sr.
- Thomas K. Coates
- Paul C. Ewell (93-97)
- David Bruning (88-97)
- Lawrence T. Whitlock (95-03)
- G. Marvin Steen (96-05)
- L.B. McClafin (03-07)
- W. Leonard Brown (96-12)
- Marc L. Scher (12-16)
- John F. Hess, Sr.-alt. (05-17)

\* = Appointed to fill an unexpired term

*41*

Great, thank you!



**Samantha Ardinger**  
Placement Director  
Office of the Governor  
Appointments Office

16 Francis Street, 5th Floor  
Annapolis, Maryland 21401  
[samantha.ardinger@maryland.gov](mailto:samantha.ardinger@maryland.gov)  
(410) 260 3959 (Office)  
(410) 974 2611 (Main Line)  
[Website](#) | [Facebook](#) | [Twitter](#)

On Tue, Nov 3, 2020 at 7:31 AM Marty Pusey <[martypusey@gmail.com](mailto:martypusey@gmail.com)> wrote:

Ms. Ardinger,

Thank you for sending the link to complete the ethics form. I have submitted the form electronically. Please let me know if there's anything further I need to do.

Thank you for your kind consideration in this matter.

Respectfully,

Marty Pusey

Martha Pusey  
4416 Island View Rd.  
Snow Hill, Md. 21863  
410-603-0855 cell  
410-632-2527 home

Hello Karen,

Ms. Pusey is currently being considered for reappointment. We have submitted her name for consideration to the Governor - we are awaiting his decision. Thank you for your patience during this time.

We do need an ethics form from Ms. Pusey. Can you please have her submit one? Here is the link: <https://govappointments.maryland.gov/appointee-exemption-disclosure-form/>

Thanks,

Samantha

42



BOARD OF  
 LICENSE COMMISSIONERS

**Worcester County**  
 GOVERNMENT CENTER  
 ONE WEST MARKET STREET - ROOM 1201  
 SNOW HILL, MARYLAND 21863  
**MEMORANDUM**

MEMBERS  
 WILLIAM E. ESHAM, JR. CHAIRMAN  
 R. CHARLES NICHOLS  
 MARTY W. PUSEY

ATTORNEY  
 THOMAS K. COATES  
 LIQUOR LICENSE ADMINISTRATOR  
 APRIL R. PAYNE  
 apayne@co.worcester.md.us

TO: Edward T. Tudor, Director  
 FROM: April R. Payne, Liquor License Administrator **ARP**  
 DATE: October 30, 2020  
 SUBJECT: Annual Report for 2019/2020

\*\*\*\*\*

At your request, I have compiled the following information with regard to the Board of License Commissioners. As you know, the Board is charged with issuing alcoholic beverage licenses throughout the County and ensuring obedience to the Alcoholic Beverages Article as it relates to licensing and all enforcement aspects. The Board meets on a monthly basis and on occasion additional meetings are necessary.

Board Representatives:

William E. Esham, Jr., Chairman  
 R. Charles Nichols, Member  
 Marty W. Pusey  
 Reese F. Cropper, III, Alternate Board Member  
 Thomas K. Coates, Board Attorney  
 April R. Payne, Liquor License Administrator  
 Harold Cook, Board Inspector

Meetings Attended - Meetings Held

10-10  
 10-10  
 10-10  
 2-10  
 10-10  
 10-10  
 7-10

Type of License

Renewal  
 Special non-profit  
 Transfer Application  
 New Application  
 Transfer of Location  
 Stock Transfer Application  
 New Resident Agent Application  
 Upgrade in Type of License Application  
 General Discussions/changes  
 Special Licensee Requests

Number of cases

312  
 297  
 31  
 27  
 4  
 43  
 58  
 73  
 56  
 71

Disciplinary Issues

Violation Hearings

22

Criminal Backgrounds

Scanned fingerprinting process and evaluations

593

Reports and/or Monitoring

State Reports

Various

County Reports

Various

State Tax Accounts and tracking

330

Food Tax

31

Certification Requirements for license holders:

Alcohol Awareness Certification

1,024

Agencies with continual working relationship

Criminal Justice Information Services Central Repository  
 Ocean City Police Department, Maryland State Police, WC Sheriff's Department, Berlin Police Department,  
 Pocomoke Police Department, Worcester County Health Department, Fire Department, DRP Divisions, District and Circuit  
 Court, DLC Comptroller of the State of Maryland, Field Enforcement Division of the Comptroller  
 Maryland State Licensed Beverage Association

Associated Committees

OC Pedestrian Safety Committee, Drug and Alcohol Council and Strategic Prevention Framework Committee

***Citizens and Government Working Together***

43

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

**Current Members:**

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

**Prior Members:**

Since 2009		
J. Lowell Stoltzfus ° (09-10)	Linda Dearing (11-15)	Charlie Dorman (12-19)
Mark Wittmyer ° (09-11)	Todd Ferrante ° (09-16)	
John Salm ° (09-12)	Joe Cavilla (12-17)	
Mike Pruitt ° (09-12)	James N. Mathias, Jr. ° (09-18)	
Norman H. Conway ° (09-14)	Ron Taylor ° (09-14)	
Michael McDermott (10-14)	James Rosenberg (09-19)	
Diana Purnell ° (09-14)	Rod Murray ° (*09-19)	

\* = Appointed to fill an unexpired term/initial terms staggered  
° = Charter Member

44



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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

# MEMORANDUM

TO: Worcester County Commissioners  
FROM: Kim Moses, Public Information Officer  
DATE: September 28, 2020  
RE: FY20 Report on Local Development Council (LDC) activities and accomplishments

The LDC for the Ocean Downs Video Lottery Facility assists Ocean City, Berlin and the County in developing Multi-Year Plans to expend Local Impact Grant (LIG) funds from the Ocean Downs Casino. They met on January 27 and September 28, 2020. Significant activities during this time included the annual review of how LIG funds were allocated and spent during FY20 and how they are allocated for FY21; reviewing monthly Video Lottery Terminal (VLT) Activity Reports; and discussing the availability of VLT Small Business Loan Program grants and other grant options.

<u>Members</u>	<u>Attended/Meetings</u>
Senator Marybeth Carozza/Alternate Pat Schrawder	2 out of 2
Delegate Wayne Hartman	1 out of 2
Delegate Charles Otto	1 out of 2
District 1 - Matt Gordon	2 out of 2
District 2 - Roxane Rounds	2 out of 2
District 3 - Berlin Mayor Gee Williams/Alternate Ivy Wells	1 out of 2
District 4 - Snow Hill Town Manager Gary Weber (appointed in March 2020)	1 out of 1
District 5 - Bob Gilmore	2 out of 2
District 6 - Steve Ashcraft (appointed in March 2020)	1 out of 1
District 7 - Michael Donnelly	2 out of 2
At-Large - Ocean City Mayor Rick Meehan	0 out of 2
At-Large - David Massey, Chair	1 out of 2
At-Large - Cam Bunting, Vice Chair	2 out of 2
At-Large - Mark Wittmyer	0 out of 2
Ocean Downs Representative - Bobbi Sample	2 out of 2

45



**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 2<sup>nd</sup> 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.
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.
Jason Cunha	Pocomoke	*16-19, 19-23	Business Rep.

Prior Members: Since

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

46

July 1, 2019—June 30, 2020

31901 Tri-County Way ■ Salisbury, MD 21804 ■ Phone: (410) 341-3835 ■ www.lswa.org

## MEMBERS

- Ruth Baker
- Nick Caruso
- Mike Corbin
- Jason Cunha
- Bo Duke
- Katarina Ennerfelt
- Paula Erdie
- Joey Gardner
- Michele Garigliano
- Tim Howlett
- Denean Jones-Ward
- Walter Maizel
- Rebecca Maldonado
- Freddy Mitchell
- Heather Necessary
- Tony Nichols
- Jena Paquin
- Melanie Pursel
- Mitzi Scott
- Jennifer Shahan
- Nelson Sheppard
- Daniel Thompson
- Pattie Tingle
- Francisco Vega

## LOWER SHORE WORKFORCE DEVELOPMENT BOARD

Federal Workforce Innovation and Opportunity Act (WIOA) regulations direct the chief local elected officials in each workforce area to select the members of the local Workforce Development Board. A majority of members must be representatives of business in the local area. WIOA further 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.

Worcester County Business Members					
Member	09/11/19	12/11/19	3/11/20	6/10/20	Attendance Rate
Jason Cunha	Present	Absent	Absent	Present	50%
Bo Duke	Absent	Present	Present	Present	75%
Walt Maizel	Present	Present	Present	Absent	75%
Melanie Pursel	Present	Present	Absent		66.7%
Vacancy					

## PROGRAM YEAR 2019/ FISCAL YEAR 2020 SERVICES

**Adult Job-Seekers**

Career scholarships are provided to qualified individuals over the age of 18 who are in need of training services in order to obtain or retain employment.

**51** Individuals received a career scholarship.

**At-Risk Youth**

Youth and Young Adult programs are provided by sub-grantees. PY19 organizations selected via RFP were:

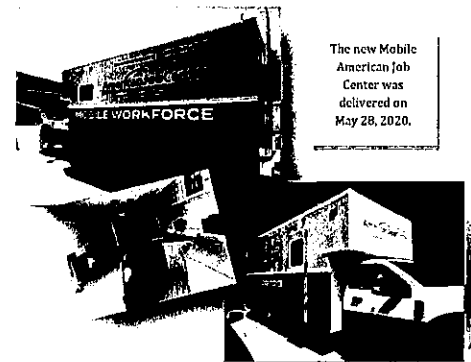
1. Grace Center for Maternal And Women's Health
2. Telamon Corporation
3. Worcester County Youth and Family Counseling Services

Due to COVID-19, youth enrollments, engagement and services were significantly impacted

**14**  
New youth participants

### Effect of COVID-19 on Operations

- ⇒ Staff have been working remotely since March 2020; offices remain closed to the public.
- ⇒ Job-seeker engagement is done via phone and email. Technology is in place to safeguard Personally Identifiable Information (PII) that is sent electronically.
- ⇒ Reduced enrollment.
- ⇒ Reduced expenditures.



47

## PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting (policy)

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

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

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

**Current Members:**

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

**Prior Members:**

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

**Since 1972**

Edward A. Tudor  
 Terry Bayshore  
 Larry Widgeon  
 Charles D. "CD" Hall  
 Ernest "Sandy" Coyman  
 Rev. Donald Hamilton  
 Dale Stevens  
 Marion L. Butler, Sr.  
 Ron Cascio (96-97)  
 Louie Paglierani (90-99)  
 Robert Hawkins (96-99)  
 Ilia Fehrer (94-99)  
 Rob Clarke (99-00)  
 W. Kenny Baker (97-02)  
 James Jarnan (99-03)  
 Harry Cullen (00-03)  
 Ed Ellis (96-04)  
 Troy Purnell (95-05)

Larry Devlin (04-06)  
 Tony Devereaux (03-07)  
 Wilbert "Tom" Pitts (99-07)  
 Doug Slingerland (07-08)  
 Carolyn Cummins (90-94, 99-09)  
 Madison "Jimmy" Bunting (05-10)  
 Jeanne Lynch (06-11)  
 H. Coston Gladding (96-12)  
 Wayne A. Hartman (09-14)  
 Jay Knerr (14-20)

48

\* = Appointed to fill an unexpired term

## Planning Commission

The Planning Commission is a seven (7) member board appointed by the County Commissioners. Their duties include review and recommendations on text amendment applications, map amendment applications, review of the Board of Zoning Appeals agendas, review and approval of major site plans and major subdivision plats, among other administrative functions.

In FY 2019 - 2020, the Planning Commission reviewed the following:

- Four (4) major site plans;
- Nine (9) text amendment applications;
- Four (4) Water and Sewer Plan Amendments;
- Four (4) map amendment applications;
- One (1) major subdivision and Two (2) preliminary plat reviews;
- One (1) request to establish a residential planned community;
- Three (3) approved private roads request;
- Four (4) waiver requests for projects reviewed as minor site plans;
- Two (2) modifications to previously approved site plans;
- Two (2) County Projects;
- As well as several miscellaneous items.

The Planning Commission held a total of nine (9) regular session meetings last year and two (2) remote sessions via Zoom, due to the health pandemic. Attendance on the board was as follows:

Marlene Ott – attended 11 meetings out of 11 meetings (100%)

Jay Knerr, Vice Chair – attended 11 meetings out of 11 meetings (100%)

Brooks Clayville - attended 9 meetings out of 11 meetings (81%)

Betty Smith – attended 9 meetings out of 11 meetings (81%)

Mike Diffendal, Chair – attended 11 meetings out of 11 meetings (100%)

Jerry Barbierr, Secretary – attended 9 meetings out of 11 meetings (81%)

Rick Wells – attended 8 meetings out of 11 meetings (72%)

The Planning Commission representative to the Technical Review Committee (TRC) attended one (1) out of eleven (11) TRC meetings in FY 2019 - 2020.

Additionally, it should be noted that all members of the Planning Commission adapted quickly to the policy changes enacted due to the health pandemic; they remained productive throughout the necessary remote meetings and continue to follow safety protocols for the in-house meetings.

## RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory  
 Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.  
 Review and comment on proposed annual Recreation Department budget.

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mike Hooks	D-1, Nordstrom	Pocomoke	12-16, 16-20
Missy Denault	D-5, Bertino	Berlin	*15-16, 16-20
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17, 17-21
Chris Klebe	D-6, Bunting	Bishopville	*11-13-17, 17-21
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrig	D-7, Mitrecic	Ocean City	14-18, 18-22
Devin Bataille	D-4, Elder	Snow Hill	19-23

**Prior Members:** Since 1972

Howard Taylor	Cyrus Teter	Gregory Purnell (83-96)	Sonya Bounds (12-15)
Arthur Shockley	Warren Mitchell	Vernon Redden, Jr. (83-98)	Burton Anderson (05-15)
Rev. Ray Holsey	Edith Barnes	Richard Ramsay (93-98)	William Regan (02-16)
William Tingle	Glen Phillips	Mike Daisy (98-99)	Shawn Johnson (15-19)
Mace Foxwell	Gerald Long	Cam Bunting (95-00)	
Nelson Townsend	Lou Ann Garton	Charlie Jones (98-03)	
J.D. Townsend	Milton Warren	Rick Morris (03-05)	
Robert Miller	Ann Hale	Gregory Purnell (97-06)	
Jon Stripling	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Hinson Finney	Vernon Davis	Barbara Kissel (00-09)	
John D. Smack, Sr.	Rick Morris	Alfred Harrison (92-10)	
Richard Street	Joe Lieb	Janet Rosensteel (09-10)	
Ben Nelson	Donald Shockley	Tim Cadotte (02-12)	
Shirley Truitt	Fulton Holland (93-95)	Craig Glover (08-12)	
		Joe Mitrecic (10-14)	

\* = Appointed to fill an unexpired term



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

**To:** Harold Higgins, Chief Administrative Officer  
**From:** Kelly Rados, Director Recreation & Parks  
**Date:** November 9, 2020  
**Subject:** Recreation & Parks Advisory Board Report

## Worcester County Department of Recreation & Parks Advisory Board's Annual Report 2019 - 2020

### I. Accomplishments:

- A. Approved the proposed FY 2020-21 Department of Recreation & Parks budgets.
- B. Held the annual Tee off For Youth Golf Tournament, proceeds benefit the Recreation Boosters 501c3 which raises money for youth scholarships.
- C. Boosters provided funds for the Summer Youth Basketball program held in Berlin, July & August 2019.

### II. Goals and Objectives:

- A. Promoted recreation programs, parks projects, and user participation for the Worcester County Department of Recreation & Parks to Worcester County citizens.
- B. Prior to COVID, the 501c3 Boosters, agreed to assist with funding for The Great Inflatable Race.
- C. Prior to COVID, the Boosters were going to expand the Summer basketball program funding to multiple locations including Snow Hill and/or Pocomoke.

### III. Meetings and Attendance:

- A. The Worcester County Department of Recreation & Parks Advisory Board did not meet during FY 2020. The Recreation & Parks Advisory Board usually meets twice a year. These meetings were not scheduled due to COVID. A meeting will be scheduled for February 2021.

### IV. Cases Heard:

- A. There were no requests for cases to be heard by the Worcester County Department of Recreation & Parks Advisory Board members.

## 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>
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
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22

\* = Appointed to fill an unexpired term

**SOCIAL SERVICES BOARD**  
(Continued)

Prior Members: (Since 1972)

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

\* = Appointed to fill an unexpired term

53  
Updated: July 21, 2020  
Printed: November 9, 2020



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OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 02, 2020

Roberta Baldwin, Director  
Worcester County Department of Social Services  
299 Commerce Street  
Snow Hill, Maryland 21863

Dear Ms. Baldwin:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms will expire at the end of this year. Upon review of our records, we recently determined that the term of the following member of the Worcester County Social Services Advisory Board expired on June 30, 2020:

**Cathy Gallagher - D-5, Commissioner Bertino**  
**Nancy Howard - D-2, Commissioner Purnell**  
**Maria Campione-Lawrence, D-7, Commissioner Mitrecic- (Resigned)**

As you are aware, appointments are made by the County Commissioners, however we, welcome your recommendation and nomination for a replacement of the above referenced Board member. We would appreciate receiving your recommendation by December 7, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant IV at this office.

Sincerely,

Joseph M. Mitrecic  
President

54

JMM/kh

cc: Rebecca Jones, Health Officer  
Board Book

*Citizens and Government Working Together*

# WORCESTER COUNTY DEPARTMENT OF SOCIAL SERVICES ADVISORY BOARD – FY 2020 REPORT

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The Worcester County Department of Social Services met on the following dates in FY 2020:

September 9, 2019  
October 15, 2019 (cancelled due to lack of availability of most Board members)  
November 12, 2019 (cancelled due to lack of availability of most Board members)  
December 9, 2019  
January 13, 2020  
February 10, 2020  
March 16, 2020 (cancelled due to pandemic and executive order put in place)  
April 13, 2020(cancelled due to pandemic and executive order put in place)  
May 11, 2020  
June 8, 2020

Members and number of meetings attended during FY '20:

Roberta Baldwin, Director (6 of 6 meetings)	Harry Hammond (3 of 6 meetings)
Diana Purnell, Ex – Officio (3 of 6 meetings)	Nancy Howard – Chair (6 of 6 meetings)
Faith Coleman (5 of 6 meetings)	Mary White (4 of 6 meetings)
Voncelia Brown (5 of 6 meetings)	Rev. Wayne Ayer (2 of 6 meetings) – resigned in January, 2020

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The Worcester County Advisory Board met on the dates listed above. The Board continues to review the work of the department monthly in all areas, which include Child Welfare, Adult Services, Family Investment Administration, Child Support Enforcement and local Administration. The Director and Assistant Directors brief the Board monthly on local issues, statistics, budget, program updates, trends, staffing and community challenges and needs. The Board is also briefed on statewide issues such as the budget, legislative mandates and any changes that would have a direct impact on the department and the community we serve.

The Board received an overview and was updated on the ANCHOR Program during the September meeting. The Board supported the agency by writing a letter for a clerical support position in the Child Support unit in January, 2020.

Examples of the Department and Advisory Board accomplishments during FY20 include:

- ◆ Met and engaged with new staff members during Board meetings in September, 2019
- ◆ Sponsored and attended the Staff Appreciation Halloween event on October 31, 2019.
- ◆ Invitation to agency milestone breakfast on December 12, 2019 to recognize staff.
- ◆ Invitation to pod decorating and judging on December 18, 2019
- ◆ Invitation to gift wrap Foster Care gifts for Holiday Party.
- ◆ Invitation to the Foster Children Holiday Party in December 13, 2019.
- ◆ Participation in Empowerment event on February 6, 2020 with a total of 22 participants.
- ◆ Letter of appreciation sent out to all staff in June, 2020.

55

## SOLID WASTE ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

### Current Members:

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

### Prior Members: (Since 1994)

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

56

\* = Appointed to fill an unexpired term

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OFFICE OF THE  
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POSCOE R. LESLIE  
COUNTY ATTORNEY

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 02, 2020

Mayor Zack Tyndall  
Mayor and Council of Berlin  
10 Williams Street  
Berlin, MD 21811

RE: Worcester County Solid Waste Advisory Committee Nomination

Dear Mayor Tyndall:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which member's terms are scheduled to expire at the end of this year, December 31, 2020. A resignation has been submitted by Jamey Latchum, the Town of Berlin's representative on the Solid Waste Advisory Committee, whose term expires on December 31, 2021. The County Commissioners have therefore requested your recommendation and nomination to fill this vacancy for the Solid Waste Advisory Committee. We would appreciate receiving your recommendation by December 7, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,

Joseph M. Mitrecic  
President

JMM:kh  
Mike Mitchell, Solid Waste Superintendent  
Mike McClung, Recycling Coordinator

57

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



OFFICE OF THE  
COUNTY COMMISSIONERS

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

COMMISSIONERS  
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DIANA PURNELL

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 02, 2020

Mayor Tammy Simpson  
Mayor and Council of Snow Hill  
103 Bank Street  
Snow Hill, MD 21811

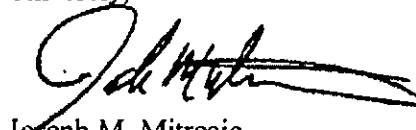
RE: Worcester County Solid Waste Advisory Committee Nomination

Dear Mayor Simpson:

Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which member's terms are scheduled to expire at the end of this year, December 31, 2020. A resignation had been submitted by Michael Pruitt, the Town of Snow Hill's representative on the Solid Waste Advisory Committee, whose term expired on December 31, 2019. The County Commissioners have therefore requested your recommendation and nomination to fill this vacancy for the Solid Waste Advisory Committee. We would appreciate receiving your recommendation by December 7, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,



Joseph M. Mitrecic  
President

JMM:kh  
Mike Mitchell, Solid Waste Superintendent  
Mike McClung, Recycling Coordinator

58

Worcester County  
Department of Public Works  
Solid Waste Division  
7091 Central Site Lane  
Newark, MD 21841

TO: John H. Tustin, P.E., Director  
FROM: Tami Stambaugh, Office Assistant  
SUBJECT: Solid Waste Advisory Board Annual Report – 2019 - 2020  
DATE: October 26, 2020

The Solid Waste Advisory Board is compiled of eight members, which met two times during 2019 - 2020. Meetings were held in September 2019 and January 2020. Jessica Wilson, Enterprise Fund Controller, Asst., Finance officer, gave reports on the Budget.

Michael Poole was elected Chairman of the Solid Waste Advisory Board.

A successful Household Hazardous Waste Day was held on September 28, 2019 at Showell Elementary School. Household Hazardous Waste and computer/laptops were dropped off. There were Three Hundred Seventy Six (376) residents who responded.

Mike McClung discussed the new Keep Worcester Clean Campaign. Worcester County is launching a Keep Worcester Clean Campaign to control illegal dumping and to also educate the public on recycling and on what is recyclable and what is not. Community events will be held to discuss littering in the County. Mike McClung and Kim Moses went to Ocean Pines to meet with the Public Relations person regarding trash in and around the recycling containers at the recycling locations. Kim Moses wrote an article in the Ocean Pines News Letter regarding properly disposing of trash and recyclables, and to discourage illegal dumping by both residents and visitors.

Bob Keenen and Mike McClung attended a Town Hall Meeting given by Chip Bertino at the Ocean Pines Library. Bob Keenen and Mike McClung gave a presentation on Recycling. They played an interactive game of what is recyclable and what is not. The meeting went well and the public asked a lot of questions. They plan to do the same at the schools and also have tours again at the Recycling building.

Attachment

59

SOLID WASTE ADVISORY BOARD MEMBERS  
ATTENDANCE RECORD 2019 - 2020

Name	Sept. 2019	January 2020			Total
Rodney Bailey		X			1
Steve Brown	X	X			2
George Dix	X	X			2
Granvil Jones		X			1
George Linvill	X	X			2
Michelle Beckett-El Soloh		X			1
Michael Poole	X	X			2
Vaughn White					

60

## TOURISM ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

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

**Current Members:**

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

**Prior Members: Since 1972**

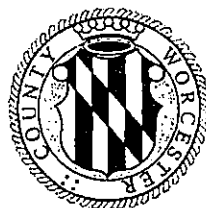
Isaac Patterson <sup>1</sup>	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins <sup>1</sup>	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher <sup>1</sup>	Bill Simmons (99-04)	Isabel Morris (11-19)
Leroy A. Brittingham <sup>1</sup>	Bob Hulburd (99-05)	
George "Buzz" Gering <sup>1</sup>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

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

6d



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

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CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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JOSHUA C. NORDSTROM

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

December 26, 2018

Mr. Michael Day  
119 E. Isabella Street  
Salisbury, MD 21801

Dear Mr. Day:

At our meeting of December 18, 2018, the Worcester County Commissioners agreed to appoint you as a member of the Worcester County Tourism Advisory Committee (to fill the position created by the resignation of the term of Ms. Molly Hilligoss, for a one-year term) expiring on December 31, 2019. Attached, please find a copy of the Board Summary Sheet for the Worcester County Tourism Advisory Committee, the County Ethics Law and the County Resolution regarding the duties and responsibilities of this Committee. Lisa Challenger, Tourism Director, will be contacting you regarding meeting dates and other information.

The Commissioners feel that your participation as a member of the Worcester County Tourism Advisory Committee will be a valuable asset and we thank you for your interest in serving the citizens of Worcester County in this manner.

Sincerely,

Diana Purnell  
President

DP/KS:kh

cf: Lisa Challenger, Tourism Director  
Commissioner Ted Elder  
Board Book

62



## Tourism Report- Melanie Pursel

I have been with the county 6 months and with a few vacancies on the Tourism Advisory Council as well as the pandemic restrictions, we have not had a chance to meet. One seat was recently filled and another has been submitted for consideration. In addition, the Snow Hill rep actually resides in Wicomico now, so we may need to replace him. I would however, like to give a brief departmental update.

### Worcester Tourism Advisory Council

Josh Davis – [jdavis@oceanpines.org](mailto:jdavis@oceanpines.org)

Lauren Taylor – [lctinoc@hotmail.com](mailto:lctinoc@hotmail.com)

Gregory Purnell – [purne11@aol.com](mailto:purne11@aol.com)

Michael Day – [Salisburyday@aol.com](mailto:Salisburyday@aol.com) (not a Worcester County Resident)

Barbara Tull - [bbtull@comcast.net](mailto:bbtull@comcast.net)

Elena Ake – Never attended meetings (asking for Ben Seidel to replace)

Ruth Waters – [rwaters@harrisonsop.com](mailto:rwaters@harrisonsop.com) (was appointed in August)

Working collaboratively with the Economic Development and Parks and recreation departments- this has strengthened our reach and presence by sharing resources, ideas, marketing, promotion and identifying the county as one robust entity showcasing our destination as a fantastic place to live work and play. Since I have been with Worcester County - and as we have been planning for the official brand launch, a number of other activities, accomplishments and highlights have taken place over the last 6 months:

- Coming into this position in the throes of the pandemic, we needed to quickly assure visitors that we were here for them- we created and launched the “Welcome Back” campaign, which showcased businesses in OC and around the county in an organic and personal manner. We leveraged County and OC Tourism Advisory Board funds to increase reach and deliver results- including a vacation giveaway which helped grow our visitor database 5-fold.
- We Established regular Tourism Stakeholder meetings with the towns- including Ocean City, Berlin, Snow Hill and Pocomoke to share ideas, promotion and advertising strategies and work on product development.

63

- We completed a comprehensive inventory and audit of countywide assets to showcase in our new brand creative along with a fresh image library and videos highlighting the various amenities from Ocean City to Pocomoke.
- Along with the Branding initiative, we have established a department wide vision, mission and goals along with a multi-faceted omni-channel advertising and marketing plan- including target markets, demographics, and psychographics.
- **We have** developed a “tourism dashboard” to share with our partners and elected officials, providing monthly insights into our performance regarding web traffic, social media, welcome center stats, visitor guide requests, e-marketing open rates and various other analytics to measure outcomes. Part of this will be visitor data such as origin markets and visitor behavior once guests are in the county to help us better plan our strategy moving forward. **These are just a few highlights.**

We will continue to Enthusiastically forge partnerships that promote Worcester’s rich history, natural beauty, distinct coastal culture and quality of life, while leveraging resources to create programs and products that increase the **quality and quantity of guest experiences.**

---

The aspiration to have a cohesive and comprehensive place brand to help all of our departments sell Worcester county was a dominant force during this process. Our goal was to define a distinct brand to strengthen the county’s reputation as a vibrant destination for families, vacationers, employers and entrepreneurs. Again, we have such an attractive and desirable destination here in Worcester County driving Tourism, Economic Development and Recreation. - we just needed to articulate that. (especially now with COVID-open spaces, outdoor activities)

The stakeholder engagement during this Process was county wide and across many industries (golf, fishing, amusements, accommodations, arts and culture, healthcare, education etc.) We had multiple stakeholder meetings and interviews and conducted a survey with more than 100 responses from business owners, residents and elected officials.

**The result-** a powerful positioning statement that was fueled by consistent themes that we heard during the discovery process- water, beach, nature, safe, rural to resort, fun, artistic, cool.

**Now,** how could we comprehensively showcase these distinct themes? There is only ONE PLACE in Maryland where the Ocean meets the land and that is **Maryland’s Coast.**

Invigorated by Salt Air, endless waterways and spectacular scenery, Maryland’s coast beckons families, entrepreneurs, locals and vacationers to visit, play, return and stay; often planting roots for generations. Friendly, playful and laid back, we fuse trendy and traditional in a distinct

union of Coastal Cool. We appreciate the rhythms and rituals of a seasonal economy and find inspiration in our natural surroundings, exciting city, historic towns and endless recreation.  
**We are Maryland's Coast- Worcester County----- Maryland's Coast...Naturally cool!**

---

Moving forward- we have developed a MarylandsCoast.org Landing Page which will link to each of our co-branded websites, we working on new digital and print creative, new commercials and radio spots, social media etc.

The county invites any of our stakeholders to use any of our newly created assets, which we will have available in your takeaway packets as well as on the website  
[www.marylandscoast.org/resources](http://www.marylandscoast.org/resources)

We have 2 events in the planning process-our Maryland's Coast Vision 2021 Partner event at the Aloft on November 18<sup>th</sup>. And we will be doing a Spring branding re-launch in the South End in coordination with the new Riverboat.

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

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

Appointed by: County Commissioners

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

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

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

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

**Current Members:**

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

**Prior Members: (Since 2005)**

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

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term

66

**2. WEST OCEAN CITY WASTEWATER ADVISORY BOARD**

The West Ocean City Wastewater Advisory Board is comprised of five members from the West Ocean City Service Area. This board meets annually or on an as-needed basis, mostly to review the annual service area budget. The board’s normal meeting time is in the March/April/May time period. Because of the Covid-19 Pandemic, the board was unable to meet this year.

In the past, they reviewed and provided input and recommended approval of the budget.

**3. MYSTIC HARBOUR ADVISORY BOARD**

Mystic Harbour Advisory Board was formed to address issues in the Mystic Harbour Service Area. The board meets on a quarterly schedule. For 2019/20, meetings were held in July, October and January. The April meeting was cancelled because of the Covid-19 Pandemic. The following summarizes attendance:

<b>Name</b>	<b>July</b>	<b>Oct</b>	<b>Jan</b>	<b>Apr</b>	<b>Total</b>
Richard Jendrek	X	X	X	Meeting Cancelled	3
Martin Kwesko		X	X		2
David Dypsky	X				1
Joseph Weitzell	X	X	X		3
Robert Hunt*	X	X	X		3
Bruce Burns (1)					
Stan Cygen	X	X	X		3
Matthew Kraeuter (2)					

(1) Appointed to replace Robert Hunt\*

(2) Appointed to replace Carol Ann Beres

- The board reviewed this year’s budget and provides a voice to the service area customers.
- The board provided input on the financial impact of proposed capital projects.
- The board reviewed operations at the Eagle’s Landing Golf Course
- The board reviewed progress with the Frontier Town connection
- The board monitors the performance of the wastewater treatment plant and the connections to it.

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

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

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

**Current Members:**

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

**Prior Members: (Since 1993)**

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

68

**Worcester County Department of Public Works  
Water and Wastewater Division  
Board Reports for 2019/2020**

**1. OCEAN PINES WATER AND WASTEWATER ADVISORY BOARD**

The Water and Wastewater Advisory Board is comprised of five members from the Ocean Pines community. The members are very active working with the Water and Wastewater Division on water and sewer issues involving Ocean Pines. This board meets every other month at the Ocean Pines Wastewater Treatment plant. Over this past year, the board held a total of 5 meetings. The attendance record of the board members follows:

Meetings scheduled from March to June were cancelled due to the Covid-19 Pandemic. Meetings were resumed on September 8, 2020.

Name	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Fred Stiehl	No Meeting Scheduled	Meeting Postponed to September	X	X	No Meeting Scheduled	X	X		No Meeting Scheduled	Meeting Cancelled	Meeting Cancelled	No Meeting Scheduled	4
James Spicknal			X	X		X	X	X					5
Jack Collins			X	X			X	X					4
Bob Poremski						X	X						2
Greg Sauter			X	X		X		X					4

The meetings are held bimonthly on the second Tuesday of the month during February, April, June, August, October and December with an additional meeting scheduled to best fit the budget review needs during the month of January.

During this past year, the board has addressed a number of issues including:

- Annual budget review, including discussing the impact of a rate adjustment
- Monitoring progress of the 2019 capital program
- Tracking the wastewater holding tank replacement program
- Reviewing operation issues as they arise
- Working on the Strategic Plan for the Ocean Pines Sanitary Service Area
- Looking into options for conveying information to customers during water outages
- Looking into alternatives to surface discharge for the treatment plant



**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

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

Meetings: Monthly

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Blake Haley	West Ocean City	*19-20
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23

Prior Members: (Since 1993)

Eleanor Kelly<sup>c</sup> (93-96)                      Andrew Delcorro (\*14-19)

John Mick<sup>c</sup> (93-95)

Frank Gunion<sup>c</sup> (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham<sup>c</sup> (93-13)

Ralph Giove<sup>c</sup> (93-14)

Chris Smack (04-14)

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

**2. WEST OCEAN CITY WASTEWATER ADVISORY BOARD**

The West Ocean City Wastewater Advisory Board is comprised of five members from the West Ocean City Service Area. This board meets annually or on an as-needed basis, mostly to review the annual service area budget. The board’s normal meeting time is in the March/April/May time period. Because of the Covid-19 Pandemic, the board was unable to meet this year.

In the past, they reviewed and provided input and recommended approval of the budget.

**3. MYSTIC HARBOUR ADVISORY BOARD**

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Name	July	Oct	Jan	Apr	Total
Richard Jendrek	X	X	X	Meeting Cancelled	3
Martin Kwesko		X	X		2
David Dypsky	X				1
Joseph Weitzell	X	X	X		3
Robert Hunt* <sup>*</sup>	X	X	X		3
Bruce Burns (1)					
Stan Cygen	X	X	X		3
Matthew Kraeuter (2)					

- (1) Appointed to replace Robert Hunt
- (2) Appointed to replace Carol Ann Beres

- The board reviewed this year’s budget and provides a voice to the service area customers.
- The board provided input on the financial impact of proposed capital projects.
- The board reviewed operations at the Eagle’s Landing Golf Course
- The board reviewed progress with the Frontier Town connection
- The board monitors the performance of the wastewater treatment plant and the connections to it.

## 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 (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: Liz Mumford and Tamara White, Co-Chair  
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tamara White	D-1, Nordstrom	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
Vacant	D-6, Bunting	Berlin	*20-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22

*Letter mailed  
 See attached*

**Prior Members: Since 1995**

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

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

72

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

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

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



OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195  
November 2, 2020

Mark Titanski, Chief Deputy Sheriff  
Worcester County Sheriff's Office  
1 W. Market Street; Rm. 1001  
Snow Hill, MD 21863

Dear Chief Deputy Titanski:


Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms will expire at the end of this year. Upon review of our records, we recently determined that the term of the following member of the Commission For Women will expire on December 31, 2020:

**Kelly Riwniak- nominated by Public Safety - Sheriff's Office**

The County Commissioners have therefore requested your recommendation and nomination to fill this upcoming vacancy for the Public Safety - Sheriff's Office representative on the Worcester County Commission for Women. We would appreciate receiving your recommendations by December 07, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,

  
Joseph M. Mitrecic  
President

JMM/kh

cf: Tamara White, Co-Chair, Commission For Women  
Liz Mumford, Co-Chair, Commission For Women  
Board Book

174

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



OFFICE OF THE  
COUNTY COMMISSIONERS

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JAMES C. CHURCH  
JOSHUA C. NORDSTROM  
DIANA PURNELL

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195  
November 2, 2020

Rebecca Jones, RN, BSN, MSN  
Health Officer  
Worcester County Health Department  
6040 Public Landing Road  
Snow Hill, Maryland 21863

Dear Ms. Jones:


Please be advised that the Worcester County Commissioners have begun to consider appointments to various County Boards and Commissions for which members' terms will expire at the end of this year. Upon review of our records, we recently determined that the term of the following member of the Commission For Women will expire on December 31, 2020:

**Kelly O' Keane - nominated by the Health Department**

The County Commissioners have therefore requested your recommendation and nomination to fill this upcoming vacancy for the Health Department's representative on the Worcester County Commission for Women. We would appreciate receiving your recommendations by December 07, 2020, or sooner, so that we can make these appointments at our meeting on December 15, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant V, at this office.

Sincerely,



Joseph M. Mitrecic  
President

JMM/kh

cf: Tamara White, Co-Chair, Commission For Women  
Liz Mumford, Co-Chair, Commission For Women  
Board Book

75

## **Commission for Women (CFW)**

To: Joseph M. Mitrecic, President  
Worcester County Commissioners  
From: Tamara C. White, Chair, CFW  
Mary E. (Liz) Mumford, Vice-Chair, CFW  
Subject: CFW Annual Report FY 20  
Date: November 4, 2020

### **Summary**

The Commission for Women held six business meetings for FY 20.

Due to the COVID19 virus restrictions placed on large gatherings in Maryland, several of the traditional meetings and events the CFW engages in were cancelled in FY 20.

The Commission for Women supported its published initiatives through FY 20 with funds raised by the Friends of the Worcester County Commission for Women (FWCCW) in FY 19.

\* Grace Center Mom's and Baby's 1st Library Partnership — New books were purchased for the Grace Center's clients for the holiday season and throughout the year. In addition, personal donations of new books were made by CFW and FWCCW members for the winter holiday season.

\*Ready to Work Young Women's Initiative — Two Worcester County girls were sponsored by the CFW to participate in the One Year Empowerment Program in Salisbury, Maryland. Two CFW members attended the One Year to Empowerment Tea in February 2020 to meet the girls and support them in their accomplishments.

\*Worcester County GOLD — CFW donated to GOLD's Back-to-School supplies drive and adopted a family and a vulnerable female for the winter holiday. Clothing and gifts were purchased and sent to the recipients.

\*WorCOA Community for Life Sponsorship — CFW was able to sponsor four women who are financially unable on their own to receive services from WorCOA Community for Life for FY 20.

\*Empowering Women Scholarship — CFW awarded monies to three Worcester County high school female graduates to further their post-secondary education.

CFW proposed amendments to its new by-laws from the committee; CFW by-laws were accepted and signed by all members. A signed copy of the by-laws was sent to Harold Higgins and Kelly Shanahan for review.

The CFW and FWCCW brochure was revised to update information.

Nominations for new CFW officers were held and new officers were voted on and approved for the calendar year 2020 as per CFW's by-laws.

CFW accepted the resignation of one member — District 6 — and welcomed two new members — liaisons from the Board of Education and Dept. of Social Services.

CFW members attended "RISE" - a celebration of women artists at the Ocean City Art League in October 2019 to support the CFW's mission statement.

CFW discussed and chose a Woman of the Year for the annual Women's History Luncheon. Unfortunately, the luncheon was cancelled due to the March 2020 outbreak of the COVID19 virus in our area.

The Commission for Women meets on the third Tuesday of each month via ZOOM to conduct its business meetings.

District 6 has not had representation on the CFW since July 2019.

76

WCCW ATTENDANCE

JULY 2019-JUNE 2020

LIZ MUMFORD-5/6

TAMARA WHITE-5/6

VANESSA ALBAN-2/6

KELLY O'KEANE-5/6

TERRI SHOCKLEY-6/6

HOPE CARMEN-4/6

GWEN LEHMAN-5/6

KELLY RIWNIAK-6/6

BETH ROIDER-4/6

KIM LIST-3/6

JULIE PHILLIPS-2/3

LAURA MORRISON-4/6

DARLENE JACKSON BOWEN-4/6

SHANNON CHAPMAN-1/3

COLEEN COLSON-3/3

WINDY PHILLIPS-1/3



# WORCESTER COUNTY YOUTH COUNCIL

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory  
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year terms  
Terms Expire April 30<sup>th</sup>

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)  
Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)  
Kari Lamboni, Worcester County Health Department - (410-632-1100, x1102)  
Crystal Bell, Worcester County Health Department - (410-632-1100, x1108)  
Tyrone Mills, Worcester County Board of Education - (410-632-5084)

## Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Aaron Cohen	Stephen Decatur	Ocean City	18-20
Abby Boyce	Pocomoke	Pocomoke	18-20
Tamari Cutler	Pocomoke	Pocomoke	18-20
Charles Townsend II	Snow Hill	Snow Hill	19-21
Lucas Matthews	Pocomoke	Pocomoke	19-22
Meredith Taylor	Pocomoke	Pocomoke	19-22

Reappoint

78

\* = Appointed to fill an unexpired term

Prior Members: (Since 2006)

Mallory Miller (06-07)  
Irene Mertz (06-07)  
Codee Buckler (06-07)  
Sabrina Kunciw (06-07)  
Abigail Duffield (06-07)  
Ashley Brodie (06-07)  
Morgan Crank (06-07)  
Justin Lewis (06-07)  
Amber Sparks (06-07)  
Marshall Wool (06-07)  
Monique Douglas (06-07)  
Ebony Marshall (06-07)  
Ashley Cody (06-07)  
Lorissa McAllister (06-07)  
Dominique Kunciw (06-08)  
Brittany Cottman (06-08)  
Ronata Thomas (06-08)  
Matthew Smarte (07-08)  
Keith Spangler (07-08)  
Clayton Perry (07-08)  
Marissa Dean (07-08)  
Charnell Fitchett (07-08)  
Quavis Hayes (07-08)  
Dominique Bias (07-08)  
Tommy Murray (06-09)  
Jackie Wangel (06-09)  
Kara Brower (07-09)  
Mary Mazcko (07-09)  
Kevin Ayres (07-09)  
Aaron Marshall (07-09)  
Gwendolyn Jackson (08-09)  
LaTrece Crawford (08-09)  
Andrew VanBruggen (09)  
Brandon Thaler (08-10)  
Megan O'Donnell (08-10)  
Mike Guerrieri (09-10)  
Brett Oliver (09-10)  
Andrew Murrell (09-10)  
Sharryse Piggott (09-10)  
Michelle Wangel (07-11)  
Rachel Thompson (09-11)  
Emily Cieri (09-11)  
Brianna Carroll (09-11)  
LaShae Smith (09-11)  
Jenna Kramer (09-11)  
Quashaun Willis (09-11)  
Tori Duncan (09-11)  
Victoria Danna (09-11)  
Makya Purnell (11-12)  
Michelle Rosinski (11-12)  
Ron Foreman (11-12)  
Hannah Marie McFord (11-12)  
Mariah Amos (09-13)  
William Wangel (09-13)  
Elizabeth Sayan (11-13)  
Casey Ortiz (11-13)  
Karley Snyder (11-13)  
Dana Pappas (11-13)  
Tyler Bivens (11-13)  
Jasmine Brown (11-13)

Abby Bunting (11-13)  
Megan Ludy (11-13)  
Robbie Stancil (11-13)  
Torres Savage (12-13)

Gabrielle Ortega (11-14)  
Collin Bankert (11-14)  
Ami Oliver (11-14)  
Taylor Black (11-14)  
Jonah Crisanti (11-14)  
Paige Stanley (11-14)  
Kamryn Evans (12-14)  
Dylan Elliott (12-14)  
Sabah Nawaz (12-14)  
Brynae Waters (13)  
Gracie Riley (13-15)  
Ruben Ortega III (12-15)  
Jillian Petito (13-15)  
Brittany Wangel (11-15)  
Rachel Bourne (12-15)  
Erik Zorn (13-15)  
William (Jacob) Mast (13-15)  
Sohiab Ijaz (13-15)  
Michelle Collins (13-15)  
Olivia Hancock (13-15)  
Asia Mason (13-15)  
Taylor Portier (13-15)  
Colby Lane Payne (13-15)  
Madeline Goodard (12-16)  
Charles Pritchard (13-16)  
Jacob LeMay (13-16)  
Glennie Rippin (14-16)  
Rachel Thomas (14-16)  
Danielle Gelinas (14-16)  
Sammi Schachter (14-16)  
Katie Withers (14-16)  
Peyton Dunham (14-17)  
Madison Mendiaz (15-17)  
Claire Riley (15-17)  
Amy Lizas (15-17)  
Riley Dickerson (15-17)  
D'Nasia Jones (15-17)  
Alison Snead (15-17)  
LuAnne Mottley (15-17)  
Erica Hall (15-17)  
Kyle Jarmon (15-17) ·  
Destinee Johnson (15-18)  
Tatyana Waters (15-18)  
Cali Litton (16-18)  
McKenzie Mitchell (16-18)  
Decklan Fisher (16-18)  
Jon Selby (16-18)  
Laila Mirza (16-18)  
Patrick Reid (16-18)  
Tyler Keiser (16-18)  
Melissa Laws (16-18)  
T'Nae Fitch (16-18)  
Avalon Fortt (17-19)  
Zanab Iqbal (17-19)  
Jessica Wynne (17-19)  
Dana Kim (17-19)  
Cooper Richins (17-19)

Liam Hammond (16-19)  
McCammon Mottley (16-19)  
Caroline Matthews (17-20)  
Craig Birkhead-Morton (17-20)  
Richard Poist (17-20)  
Chloe Goddard (16-20)  
Amber Whittaker (19-20)

\* = Appointed to fill an unexpired term

The Council respectfully requests that the Worcester County Commissioners officially re-appoint the following youth to the Board.

<u>Name</u>	<u>School</u>	<u>Grade</u>	<u>Community</u>
<b>Re-appointments (1 year):</b>			
Abby Boyce	Pocomoke	Gr.12	Pocomoke
Aaron Cohen	Stephen Decatur	Gr.12	Ocean City
Tamari Cutler	Pocomoke	Gr.12	Pocomoke

The Youth Council currently has six members. We are very excited to work with this group of energized, creative young people who are interested in making a difference in their schools and communities. Worcester County Youth Council meetings will resume in January 2021 and we will begin to recruit for new members in the spring of 2021.

I am enclosing a copy of the membership list by community, meeting attendance, mailing addresses for re-appointments, and the 2019-2020 Annual Report.

We appreciate your kind consideration of this request and continued support of the council. You may reach me at 410-632-1100, ext. 1115 if you have any questions.

Encl.:        Membership List by Community  
              Meeting Attendance  
              Mailing Address for Re-Appointments  
              2019-2020 Annual Report

# Worcester County Youth Council 2019-2020

NAME	SCHOOL	Grade	YEAR	EMAIL	AREA	TERM
<b>POCOMOKE</b>						
Abby Boyce	PHS	11	2021	<a href="mailto:abbyboyce3120@icloud.com">abbyboyce3120@icloud.com</a>	Pocomoke	2018-2020
Tamari Cutler	PHS	11	2021	<a href="mailto:tamari.cutler.business@gmail.com">tamari.cutler.business@gmail.com</a>	Pocomoke	2018-2020
Caroline Matthews	PHS	12	2020	<a href="mailto:carolinemathews0427@gmail.com">carolinemathews0427@gmail.com</a>	Pocomoke	2019-2020
Lucas Matthews	PHS	10	2022	<a href="mailto:lucasmathews@gmail.com">lucasmathews@gmail.com</a>	Pocomoke	2019-2021
Meredith Taylor	PHS	10	2022	<a href="mailto:cwem@comcast.net">cwem@comcast.net</a>	Pocomoke	2019-2021
<b>STEPHEN DECATUR</b>						
Aaron Cohen	SDHS	10	2021	<a href="mailto:aaroncohenOC@gmail.com">aaroncohenOC@gmail.com</a>	Ocean City	2018-2020
Amber Whitaker	SDHS	12	2020	<a href="mailto:ambervhitaker01@gmail.com">ambervhitaker01@gmail.com</a>	Berlin	2019-2020
Richard Poist	SDHS	11	2020	<a href="mailto:poistrich75@gmail.com">poistrich75@gmail.com</a>	Ocean City	2019-2020
<b>SNOW HILL</b>						
Chloe Goddard	SHHS	12	2020	<a href="mailto:lovin5@comcast.net">lovin5@comcast.net</a>	Snow Hill	2019-2020
Charles Townsend II	SHHS	11	2021	<a href="mailto:charlestownsend2021@gmail.com">charlestownsend2021@gmail.com</a>	Snow Hill	2019-2021
Craig Birckhead-Morton	SHHS	12	2020	<a href="mailto:mortoncraig02@gmail.com">mortoncraig02@gmail.com</a>	Snow Hill	2019-2020
<b>WORCESTER PREP</b>						

## Worcester County Youth Council

2019 - 2020 Report to the County Commissioners

### “Youth Leaders Driving and Inspiring Change”

During the first half of the 2019 – 2020 school year, the Worcester County Youth Council was very engaged with the community. Members worked hard to come up with creative ways to keep teens updated about the dangers of using tobacco products, held a fundraiser in West Ocean City and delivered holiday presents to a Worcester Gold Family.

At our first meeting, October 7, 2019 members reviewed the 2016 YRBS data (2018 data was released shortly after this meeting) and were asked to choose the most concerning topics based on the results of the data. Members of the council came to a group consensus and chose electronic cigarettes, juuling, and electronic smoking devices as the topic they wanted to focus on during the 2019 - 2020 school year. After choosing the topics, the students decided they would film a video that could be shown on social media and in their schools to educate their peers about the dangers and harmful effects of vaping.

The Worcester County Youth Council was able arrange a fundraiser at Chipotle in West Ocean City to raise funds. This took place on February 22, 2020 from 5 to 9 p.m. During that time, 33% of proceeds were donated to the Youth Council.

Each year, the Youth Council annually adopts a local family through Worcester Gold during the holiday season. Worcester County GOLD, (Giving Other Lives Dignity), Inc., improves the quality of life of local citizens for whom traditional means of well-being support is not fully available. Worcester County GOLD promotes dignity by providing financial aid to

families in crisis, vulnerable adults, and children in foster care. Through Worcester Gold, the Worcester County Youth Council was matched with a family that needed help with gifts and meals for the holiday season. Our members gathered at a local shopping center to shop for each of the two children in the family, as well as the single mother. Then, the Council gathered to wrap the gifts and Health Department staff delivered the presents to the family.

Due to COVID-19 restrictions, the Tri-County Tobacco Leadership Conference was cancelled. The Youth Council Banquet was also cancelled this year; however, members did receive certificates of participation in the mail.

Submitted by:

Kelcey Kengla, Community Health Educator

Worcester County Health Department

# BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory  
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years  
Terms expire December 31st

Compensation: \$50 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting  
Jennifer Keener - Zoning Administrator (410-632-1200, ext. 1123)

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Dypsky	D-3, Church	Ocean City	*11-14-17, 17-20
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	*05-08-11-14-17, 17-20
Glenn Irwin	D-7, Mitrecic	Ocean City	14-17, 17-20
Thomas Babcock	D-4, Elder	Whaleyville	15-18, 18-21
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15-18, 18-21
Larry Fykes	D-1, Nordstrom	Pocomoke	*16-19, 19-22
James Purnell	D-2, Purnell	Berlin	19-22

## Prior Members: (Since 1972)

Robert B. Jackson  
Ruth Spinak  
Merrill Lockfaw  
Winnie Williams  
Randolph F. Wilkerson  
Cashar J. Hickman  
E. Paige Boston  
Elbridge Murray  
Gary McCabe  
Harley Day  
Charles Lynch  
Dwight E. Campbell  
T. Clay Groton  
Albert Berger  
Clifford Dypsky  
Donald Jones

George Ward, Jr. (92-95)  
Doris Glover (91-95)  
Marion Marshall (90-96)  
Madison Bunting (90-96)  
Howard "Buzz" Taylor (97-98)  
Edward Bounds (90-99)  
Marion Butler, Sr. (96-99)  
Dwight Campbell (95-00)  
Larry Widgeon (94-00)  
Robert Ewell (95-01)  
Lester Shockley (99-02)  
Robert Mitchell (02-05)  
Janice Foley (99-05)  
Richard Outten (00-06)  
Doug Parks (00-06)  
Brian Roberts (06)

Dale Smack (01-06)  
Lou Taylor (05-08)  
Jerre F. Clauss (98-10)  
Mike Diffendal (08-10)  
James E. Clubb, Jr. (06-11)  
Joe Fehrer, Jr. (06-12)  
Beth Gismondi (96-14)  
Bill Bruning (12-15)  
Robert L. Cowger, Jr. (10-16)  
Rodney C. Belmont (07-17)  
Larry Duffy (\*17-19)

\* = Appointed to fill an unexpired term

## **Board of Zoning Appeals**

The Board of Zoning Appeals is a quasi-judicial body who reviews applications submitted to the Department. The applications may consist of a single request or multiple requests on a particular lot in Worcester County and in accordance with the Zoning Code for variances, special exceptions, non-conforming uses or structures or to appeal a decision of the Department.

In FY 2019 - 2020, the Board reviewed a total of 55 cases including 21 special exception requests, 35 variance requests, 12 "after-the-fact" requests, eight (8) Critical Area variance requests, two (2) Forestry modification requests and one (1) Shoreline modification request. Of the total heard by the Board, two (2) "after-the-fact" variance requests were denied and one (1) special exception request was denied.

The Board of Zoning Appeals held a total of 11 regular session meetings last year of which four (4) were remote sessions via Zoom. Attendance on the board was as follows:

Bob Purcell, Chair – attended 11 out of 11 meetings (100%)  
Thomas Babcock, Vice Chair – attended 11 out of 11 meetings (100%)  
David Dypsky – attended 10 out of 11 meetings (90%)  
Joe Green – attended 11 out of 11 meetings (100%)  
Glenn Irwin – attended 10 out of 11 meetings (90%)  
Larry Fykes – attended 11 out of 11 meetings (100%)  
Larry Duffy – attended 4 out of 5 meetings (80%)  
James Purnell - attended 1 out of 6 meetings (16%)

The Administrative Adjustment Official heard seven (7) administrative adjustment cases, of which all seven (7) were variance requests. Six (6) were granted and one (1) was granted a continuance.



# Board Interest

**Karen M. Hammer**

---

**From:** Kim Moses  
**Sent:** Friday, November 6, 2020 11:31 AM  
**To:** Karen M. Hammer  
**Subject:** FW: Openings on County Boards & Commissions

**From:** Chip Bertino <cbertino@co.worcester.md.us>  
**Sent:** Friday, November 6, 2020 8:28 AM  
**To:** Ellen Willingham <eawillinghan@gmail.com>; Kim Moses <kmoses@co.worcester.md.us>  
**Subject:** Re: Openings on County Boards & Commissions

Good morning Ms. Willingham.

Thank you for your email and interest in serving on an advisory committee. Your resume and letter of interest will be filed for review when an opening becomes available.

Chip Bertino

**Anthony W. "Chip" Bertino, Jr.**  
Worcester County Commissioner  
One West Market Street  
Snow Hill, MD 21863  
443-783-3248  
Facebook: Commissioner Chip Bertino

---

**From:** Ellen Willingham <eawillinghan@gmail.com>  
**Sent:** Thursday, November 16, 2017 6:35:56 PM  
**To:** Kim Moses  
**Cc:** Chip Bertino  
**Subject:** Openings on County Boards & Commissions

I am interested in serving on Worcester County Board or Commission. I recently returned to Maryland and have extensive experience in human service administration, community betterment and population health both here in Maryland and in Maine. I have worked with citizens throughout the lifespan as a Court Appointed Special Advocate (CASA), community organizer, and substance abuse prevention specialist. I am a graduate of the Community Anti-drug Coalition of America (CADCA) National Coalition Institute.

Several of the openings interest me: The Commission on Aging, Drug and Alcohol Abuse Council, Lower Shore Workforce Investment Board, Social Service Board.

Please let me know where you feel I can do the most good,

Ellen Willingham, MA  
Ocean Pines

Ellen A. Willingham, MA

Please accept this letter and resume as an expression of my interest in joining the **District Five Social Services Advisory Board** I believe I offer the right combination of community organization, administration, and program development skills for this position.

I bring extensive experience serving rural communities as well as a solid background in program operations, budget management and oversight. I work with partners to mobilize collective action, resulting in policy and environmental supports that foster diverse community betterment initiatives, and resiliency.

Serving as Community Health Advocate for Priority Partners, MCO allows me to support the efforts of local community health, human service, and workforce development programs; and to also work to raise awareness about the preventable and treatable underlying conditions that have made Covid-19 so challenging.

Currently serving on the Homeless Alliance of the Lower Shore Continuum of Care Committee and the Vulnerable Populations Covid-19 Outreach, I am connected to a multidisciplinary network of human service, private and public health organizations serving the tri-state area.

I look forward to meeting with you to discuss my qualifications further. Thank-you for your time and consideration, I look forward to your response.

Sincerely,

Ellen A. Willingham

I will bring extensive experience

88

**ELLEN A. WILLINGHAN, MA**  
Certified Business Engagement Professional

**Summary:** Working at the crossroads of community betterment, workforce development, and criminal justice, my expertise lies in developing, implementing, and managing strategic initiatives designed to improve outcomes for citizens across the lifespan.

**Community Health Advocate**

Priority Partners, MCO

Coordinate multi-function program activities focused on population health, disease prevention and facilitating access to affordable health insurance and care. Support the efforts of local multi-disciplinary public and private human service agencies working in collaboration to promote health in all policies.

**Case Manager, II**

Goodwill Reentry Opportunities for Work

**Maryland Reentry Navigator**

Maryland Department of Labor, Licensing, & Regulation (DLLR)

Coordinate local efforts to strengthen the investment in and support for citizens with records.

Using a case management approach, assist participants with transitional services (i.e. housing, transportation, child care, license and other supportive services).

**Adult Transition Specialist**

WorWic Community College

Provide incarcerated individuals with services that facilitate successful transition into Maryland's workforce and communities.

Successfully facilitated the award of Transition Planning Certificates to 100% of assigned under 21 students March – June 2018.

**Chronic Disease & Tobacco Prevention Supervisor**

Maryland Department of Health - Worcester County Health Department

Coordinated community chronic disease and tobacco prevention impact operations: design, develop, deliver, and evaluate Worcester County Health Department efforts to improve population health outcomes across the lifespan.

Responsible for monitoring awarded grants in excess of \$250,000, insuring grant terms and conditions were met as contracted.

Formulated project goals, objectives, operating policies, strategic program plans, guidelines, standards and priorities.

**Program Director**

University of Maine Center on Aging (COA)

Principle investigator, directing multi-functional program activities for the Corporation for National Community Service (CNCS) grant funded Senior Companion Program (SCP) for the UMaine Center on Aging (CoA). Directed services in 11 rural underserved Maine counties (35,385 sq. mi.); coordinated five community based Outreach Coordinators supporting 100 Senior Companions who provide supportive services to 352 home-bound adults.

**Area Program Manager**

National Able Network

Delivered intensive services and facilitated workforce development activities to dislocated workers. Cultivated business relationships throughout the region to guide business owners to programs that provide direct connection to individuals looking for work. Increased host agency training site inventory by 35% by networking and educating nonprofit and municipalities about program logistics and benefits.

**Education**

MA Adulthood & Aging

BA Human Service Administration

Notre Dame of Maryland University

U.S. Citizen

**Index of Annual Reports - FY2019**  
**Worcester County Boards and Commissions**

<b><u>Page</u></b>	<b><u>Board or Commission</u></b>	<b><u>Staff Contact - Department/Agency</u></b>
7	Adult Public Guardianship Board	Roberta Baldwin - Social Services
10	Commission on Aging	John Dorriugh - Commission on Aging
13	Agricultural Preservation Advisory Board	Katherine Munson - Environmental Programs
16	Agricultural Reconciliation Board	Ed Tudor - Development Review & Permitting
18	Building Code Appeals Board	Ed Tudor - Development Review & Permitting
24	Drug and Alcohol Abuse Council	Jack Orris - Health Dept.
27	Economic Development Advisory Board	Melanie Pursel- Economic Development
29	Board of Electrical Examiners	Deborah Mooney - Development Review & Permitting
31	Ethics Board	Roscoe Leslie- County Administration
33	Housing Review Board	Jo Ellen Bynum - Dev. Review & Permitting
36	Initiative to Preserve Families Board (LMB)	Jessica Sexauer/Jennifer LaMade - Health Dept/LMB
40	Board of Library Trustees	Jennifer Ranck - Library
43	Board of License Commissioners	April Payne, Development Review & Permitting
45	Local Development Council - Ocean Downs	Kim Moses - County Administration
47	Lower Shore Workforce Investment Board	Becca Webster - Workforce Alliance
49	Planning Commission	Ed Tudor - Development Review & Permitting
51	Recreation Advisory Board	Lisa Gebhardt - Parks & Recreation
55	Social Services Board	Roberta Baldwin - Social Services
59	Solid Waste Advisory Committee	Mike Mitchell - Public Works, Solid Waste Superintendent
63	Tourism Advisory Committee	Melanie Pursel- Tourism
	Water and Sewer Advisory Councils	
67	- Mystic Harbour	John Ross - Public Works
69	- Ocean Pines	John Ross - Public Works
71	- West Ocean City	John Ross - Public Works
76	Commission for Women	Liz Mumford/Tamara White - Co-Chair
80	Youth Council	Mimi Dean/Tamara Mills - Health Dept.. Bd. Of ED
85	Board of Zoning Appeals	Jennifer Keener - Development Review & Permitting

NR - No Report (report pending)



ITEM  
5

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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

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

### MEMORANDUM

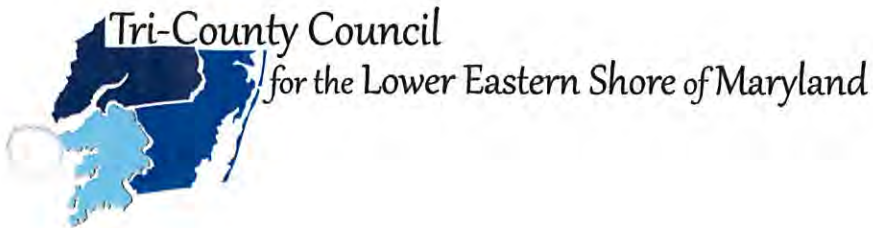
TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Weston S. Young, Assistant Chief Administrative Officer *WSY*  
DATE: November 11, 2020  
RE: Tri-County Council Executive Board and Voting Members

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At the November 4, 2020, Commissioners' Meeting, it was requested that I reach out to the Tri-County Council to ask certain questions regarding the voting members of the full Tri-County Council and nominees for the Executive Board positions.

Each member county has 5 voting members on the full Tri-County Council, with 3 of which serving in a rotating capacity on the Executive Board. President Mitrecic, having been the Chair of the Executive Board last year, is now scheduled to hold the non-voting Immediate Past Chair position. One question was in regards to if President Mitrecic could be a voting member again. The short answer is yes. There is nothing in the bylaws that keeps him from holding both the Treasurer and the Immediate Past Chair positions.

It is my understanding that Vice President Elder will be our nominee for the 2<sup>nd</sup> Vice Chair position. I will need to know who will be our nominee for the Treasurer role. In addition to the President and Vice President mentioned above, I will need to know 3 other Commissioners who are willing to serve as voting members on the full Tri-County Council.



31901 TRI-COUNTY WAY  
SUITE 203  
SALISBURY, MARYLAND 21804  
PHONE: 410-341-8989  
FAX: 410-341-8988  
WWW.LOWERSHORE.ORG



October 5, 2020

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

Dear Mr. Higgins,

With the final quarter of 2020 upon us, I want to thank the Worcester County Commissioners for their service to the Tri-County Council throughout the past year. As we look forward to 2021, it is time to solicit nominations for next year. Worcester County has five voting members serving on the Tri-County Council. In addition, we are in the process of preparing the slate of nominees to the Executive Board. In 2020 Worcester County will hold the position of 2<sup>nd</sup> Vice Chair, Treasurer, and Mr. Mitrecic will hold the non-voting position as Immediate Past Chair. He will continue to be a voting member on the Full Tri-County Council, however.

I would appreciate it if the Worcester County Commissioners would determine their voting members and nominees for the Executive Board positions. Please contact me with their nominations by Friday, November 20th.

Thank you again for the commitment and partnership from Worcester County in the past year, and we look forward to working together again in 2021.

Sincerely,

Gregory E. Padgham  
Executive Director

Attachment:

2020 TCCLES Executive Board with 2021 Nomination Template



Serving Somerset, Wicomico and Worcester Counties



2

Tri-County Council for the Lower Eastern Shore

2020 Executive Board

Joe Mitrecic	Chair, Worcester County
Rex Simpkins	1 <sup>st</sup> Vice Chair, Somerset County
John Cannon	2 <sup>nd</sup> Vice Chair, Wicomico County
Ted Elder	3 <sup>rd</sup> Vice Chair Worcester County
Eldon Willing	Secretary, Somerset County
Josh Hastings	Treasurer, Wicomico County
Senator Mary Beth Carozza	At-Large
Larry Dodd	Immediate Past Chair, (Non-Voting)

2021 Executive Board

Positions for Nomination

_____	Chair, Somerset County
_____	1 <sup>st</sup> Vice Chair, Wicomico County
_____	2 <sup>nd</sup> Vice Chair, Worcester County ← Ted
_____	3 <sup>rd</sup> Vice Chair, Somerset County
_____	Secretary, Wicomico County
_____	Treasurer, Worcester County ←
Senator Mary Beth Carozza	At-Large

Joseph Mitrecic

Immediate Past Chair (non-voting)  
↳ can Joe can he be a voting member





ITEM  
6

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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

### MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Weston S. Young, Assistant Chief Administrative Officer *WSY*  
DATE: November 11, 2020  
RE: Christmas Turkey or Ham Gift Cards for Employees

---

We are requesting approval for the County Commissioners to present each County employee with a Walmart gift card as a gesture of appreciation with instructions to use the gift card to purchase a turkey or ham at either of the two Super Walmart stores (with grocery sales) in Berlin or Pocomoke City for their holiday celebrations.

Our employees have worked extremely hard this year especially with additional constraints due to COVID-19 and we feel their efforts should be recognized. This has been a challenging year for everyone and costs for food has increased. Since we are not able to conduct our normal holiday luncheon or "soup and chowder" events due to COVID-19, we are requesting to repurpose those funds and increase the gift card from \$30 to \$40. We are requesting 660 gift cards for a total spend of \$26,400.

Thank you for your consideration.

ITEM  
7




**Worcester County**  
Department of Environmental Programs

Memorandum

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**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs

**Subject:** **St. Martins By the Bay**  
Request for County Assistance for PER Costs

**Date:** September 30, 2020

---

At their June 16, 2020 meeting, the County Commissioners approved the establishment of the St. Martins by the Bay water sanitary service area. They are proposing a water connection for public water with the Ocean Pines Sanitary Service Area and will abandon their private water plant and supply well. As noted in their public hearing, the community is seeking assistance in securing a suitable USDA financing loan product for this project.

Part of that application is the preparation of a Preliminary Engineering Report (PER) and an Environmental Report (ER). While the ER report can be done by the Department of Environmental Programs in-house, the PER would need to be contracted out to a third party engineering firm to complete. Quotes were requested from three (3) local firms and the low bid was \$9,640. This was a bit more than we had previously anticipated and would be a burden for this community to shoulder from their reserves as they struggle to keep their plant operational until they can connect to public water.

The matter was reviewed by the Worcester County Sewer Committee at our meeting on November 5, 2020. An intergovernmental loan to cover the PER costs would be a solution that the Committee would consider, provided the County Commissioners approve. The community is aware that the money would be a loan, as evidenced by the attached letter. It would be added as a project cost to the eventual loan product they receive from UDSA. [On behalf of the Committee, I would respectfully request the County Commissioners approve of this intergovernmental loan so this community can seek USDA funding for this worthwhile project that is protective of public health and the environment.]



**Citizens and Government Working Together**

The Sewer Committee members will be available to discuss this issue with you or any County Commissioners at your convenience.

Attachment

cc: Sewer Committee

**Citizens and Government Working Together**

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, SUITE 1306 SNOW HILL, MARYLAND 21863  
TEL: 410-632-1220 FAX: 410-632-2012

2

*St. Martins By The Bay  
Homeowner's Association  
John E. Shook, Jr., President  
11718 Riverview Drive, # 16  
Berlin, Maryland 21811  
443 614 1503 Cell  
410 208 1335 Fax*

*November 8, 2020*

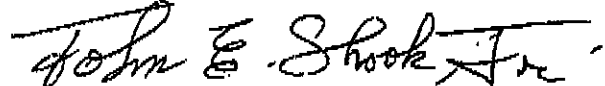
*Robert J. Mitchell, LEHS, REHS  
Department of Environmental Programs  
1 West Market Street, Room 1306  
Snow Hill, Maryland 21863*

*Reference: St. Martin's by the Bay*

*Dear Bob:*

*I am writing this letter to make you aware of the financial position of the St. Martin's by the Bay HOA for funding of the \$9,000.00 preliminary engineering report. At this time the HOA would find it difficult to appropriate the funds. At the same time continuing repairing the water system that is currently 35 years old. The reason we approached you was because of the falling, out of date system. We realize that the \$9,000 would eventually be included in the cost of the USDA Grant/Loan Funding package. Any assistance from Worcester County would be greatly appreciated at this time.*

*Sincerely,*




*John E. Shook, Jr., President  
St. Martin's By The Bay HOA*

ITEM  
8



**Worcester County**  
Department of Environmental Programs

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer  
**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs  
**Subject:** Rural Legacy – FY 21 Grant Agreement  
Coastal Bays Rural Legacy Area  
**Date:** November 6, 2020

Attached you will find a memorandum from Katherine Munson and agreement for funding for the Coastal Bays Legacy Area (RLA). The amount requested in our application totaled \$1,000,000, and we ultimately received \$538,749 for the Coastal Bays RLA. There is no required County match to participate in this state program.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. Typically, we request enough money to fund an acreage total that can be serviced by county staff and achievable in an 18 month cycle. This will be used to fund 2 to 3 conservation easements in the watershed.

This agreement was reviewed by the County Attorney. Therefore, I respectfully recommend that the County Commissioners authorize President Mitrecic to sign the letter where indicated. The agreement presented is for his signature. Mr. Leslie will also need to sign to confirm his review for legal sufficiency.

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

Attachments

cc: Roscoe Leslie  
Katherine Munson  
Kim Reynolds

**Citizens and Government Working Together**

1



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

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**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planner V *KM*

**SUBJECT:** FY21 Coastal Bays Rural Legacy Area Grant Agreement

**DATE:** November 4, 2020

---

Attached please find the FY21 Coastal Bays Rural Legacy Area (CBRLA) grant agreement for commissioner review and signature. It consists of two copies of the agreement that must be signed where indicated, color map of the CBRLA showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), priority property list (Attachment C).

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

The grant agreement has been reviewed by Roscoe Leslie.

Worcester County requested \$1,000,000.00 and was awarded \$538,749.00.

For FY21 19,999,092.00 was divided among eighteen (18) Rural Legacy Areas throughout the state.

The grant funding will be used to purchase 2-3 conservation easements in Worcester County from willing landowners. The funding is provided not only for the purchase cost, but also for administrative and other costs (survey, title, etc.).

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

Please contact me with any questions.

Attachments

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

**THIS GRANT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD (“RLB”), c/o Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401 and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a local government, Department of Environmental Programs, 1 West Market Street, #1306, Worcester County Government Center, Snow Hill, Maryland 21863 (hereinafter sometimes referred to either as the “Sponsor” or the “Local Government”).

**RECITALS**

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

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

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

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

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

WHEREAS, the RLB’s Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works (“BPW”) and such approvals have been given by the BPW on October 21, 2020; and

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

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

Section 1. Definitions.

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

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

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

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

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

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

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

Law is defined in Section 3.7. of this Agreement.

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

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

Program is defined in the Recitals Section of this Agreement.

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

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

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

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

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



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

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

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

Section 2. Grant.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Five Hundred Thirty-Eight Thousand Seven Hundred Forty-Nine Dollars (\$538,749) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Sponsor that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period.

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

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

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

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. A Sponsor may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written

request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

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

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

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

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

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

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of

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

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

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

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

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

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

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

4.2.4. Property Description. All Eligible Properties proposed for acquisition

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

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

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

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

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

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

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

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

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

Section 5. Disposal of Fee Simple Property.

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

Section 6. Reimbursement of Costs.

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

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

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

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

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

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

Section 7. Stewardship and Monitoring for Program Compliance.

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

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

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

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

to the Sponsor under this Section.

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

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

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

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

Section 12. Miscellaneous.

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



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

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

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

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

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

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

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

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

12.9. INTENTIONALLY DELETED.

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

12.11. INTENTIONALLY DELETED.

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

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

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

WITNESS/ATTEST:

COUNTY COMMISSIONERS OF WORCESTER  
COUNTY, MARYLAND:

\_\_\_\_\_

(Signature)

BY: \_\_\_\_\_ (SEAL)

Joseph M. Mitrecic  
President

\_\_\_\_\_

(Print Name)

DATE: \_\_\_\_\_

\_\_\_\_\_

(Title)

WITNESS:

STATE OF MARYLAND  
RURAL LEGACY BOARD:

\_\_\_\_\_

(Signature)

BY: \_\_\_\_\_ (SEAL)

Jeannie Haddaway-Riccio  
Chair, Rural Legacy Board

\_\_\_\_\_

(Print Name)

DATE: \_\_\_\_\_

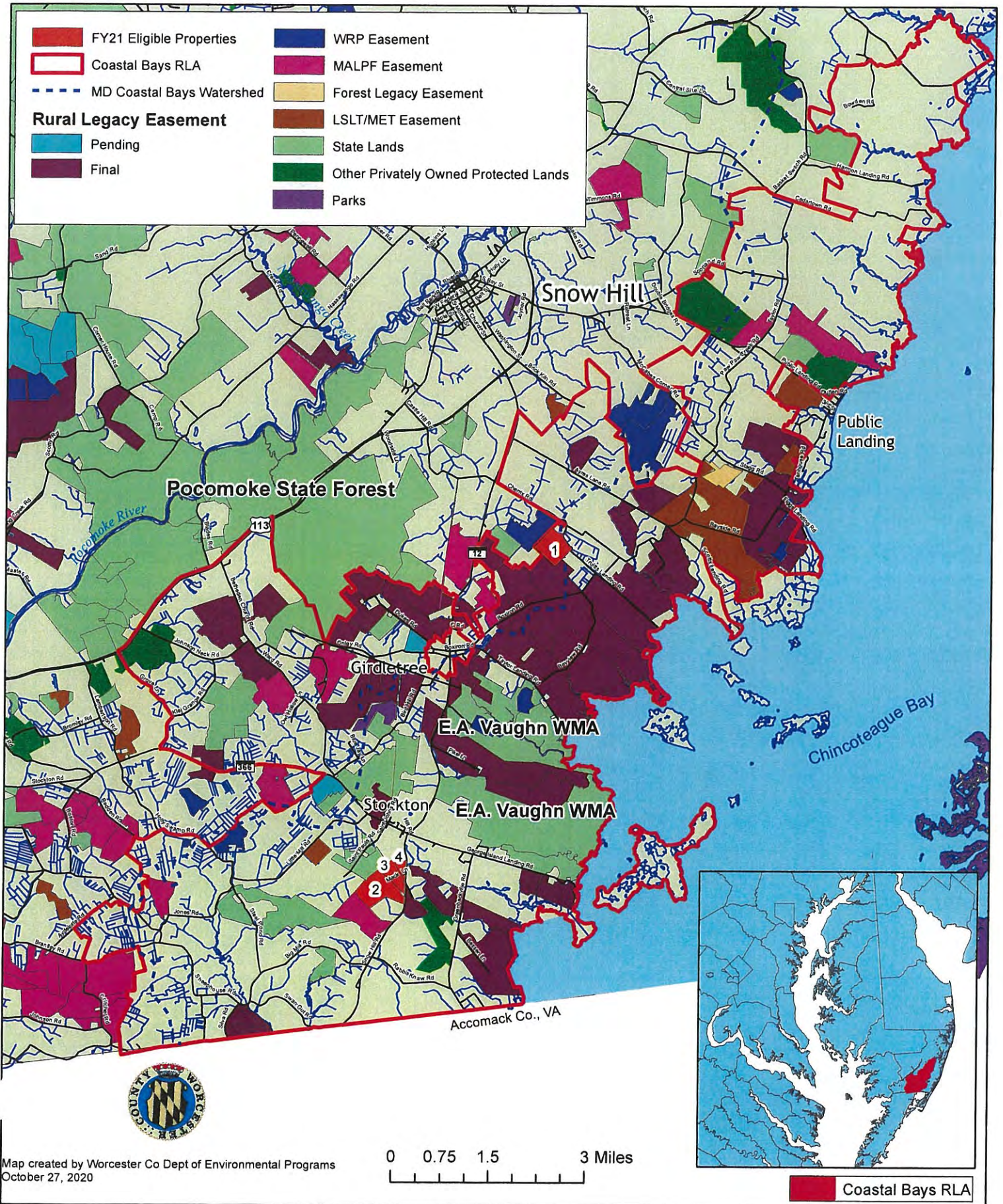
Approved as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Assistant Attorney General

Approved as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Solicitor / County Attorney

# Attachment A: Coastal Bays Rural Legacy Area, FY21 Grant Agreement



**ATTACHMENT B**  
**COASTAL BAYS RURAL LEGACY AREA**  
**FY 2021 RURAL LEGACY GRANT AGREEMENT**  
**GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT**  
**SECTION 2.3 OF THIS GRANT AGREEMENT**

**Page 1 of 3**

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

1. Point System and Ranking. Any point system used by the Sponsor to rank and value easement acquisitions shall:
  - A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.
  - B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.
  - C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.
  
2. Easement Donation
  - A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.
  - B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.
  
3. Conservation Reserve Enhancement Program
  - A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.
  - B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

**ATTACHMENT B**  
**COASTAL BAYS RURAL LEGACY AREA**  
**FY 2021 RURAL LEGACY GRANT AGREEMENT**  
**GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT**  
**SECTION 2.3 OF THIS GRANT AGREEMENT**

Page 2 of 3

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

**ATTACHMENT B**  
**COASTAL BAYS RURAL LEGACY AREA**  
**FY 2021 RURAL LEGACY GRANT AGREEMENT**  
**GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT**  
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Page 3 of 3

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

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

**ATTACHMENT C  
COASTAL BAYS RURAL LEGACY AREA  
FY 2021 RURAL LEGACY GRANT AGREEMENT**

**Page 1 of 1**

Rural Legacy Area Coastal Bays	<b>FY 2021 Grant Award</b>
Sponsor's Name Worcester County	
Contact Name Katherine Munson, Planner V	Contact Telephone Number 410-632-1220 ext, 1302
Contact Address Department of Environmental Programs, 1 West Market St., 1306 Worcester County Government Center, Snow Hill, MD 21863	
<b>In accordance with Section 2.1, Amount of Grant Not to Exceed \$538,749</b>	

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

**Eligible Properties**

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




ITEM  
9



**Worcester County**  
Department of Environmental Programs

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer  
**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs  
**Subject:** Rural Legacy – FY 21 Grant Agreement  
Dividing Creek Rural Legacy Area  
**Date:** November 6, 2020

Attached you will find a memorandum from Katherine Munson and agreement for funding for the Dividing Creek Rural Legacy Area (RLA). The amount requested in our application totaled \$1,000,000, and we received \$813,749 for the Dividing Creek RLA. There is no required County match to participate in this state program. The County is in partnership with Somerset County for the Dividing Creek RLA and they have the Lower Shore Land Trust (LSLT) handle the administrative, accounting, and reporting responsibilities for easements in Somerset County.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. Typically, we request enough money to fund an acreage total that can be serviced by county staff and achievable in an 18 month cycle. This will be used to fund 2 to 4 conservation easements in the watershed.

This agreement was reviewed by the County Attorney. Therefore, I respectfully recommend that the County Commissioners authorize President Mitreic to sign the letter where indicated. The copy of the agreement is presented for his signature. Mr. Leslie will also need to sign to confirm his review for legal sufficiency.

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

Attachments

cc: Roscoe Leslie  
Katherine Munson  
Kim Reynolds

**Citizens and Government Working Together**

la



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

## Memorandum

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**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planner V *Km*

**SUBJECT:** FY21 Dividing Creek Rural Legacy Area Grant Agreement

**DATE:** November 4, 2020

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Attached please find the FY21 Dividing Creek Rural Legacy Area (DCRLA) grant agreement. It consists of two copies of the agreement that must be signed where indicated, color map of the DCRLA showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), property list (Attachment C).

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

The grant agreement has been reviewed by Roscoe Leslie.

Worcester County, Somerset County and Lower Shore Land Trust were joint "sponsors" of the FY21 DCRLA grant request. We requested \$1,000,000.00 and have been awarded \$813,749.00.

For FY21 19,999,092.00 was divided among eighteen (18) Rural Legacy Areas throughout the state.

The grant funding will be used to purchase 2-4 conservation easements in Worcester and Somerset Counties. The funding is provided not only for the purchase cost, but also for administrative and other costs (survey, title, etc.).

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

Please contact me with any questions.

Attachments

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

**THIS GRANT AGREEMENT** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD ("RLB"), Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, COMMISSIONERS FOR SOMERSET COUNTY, Post Office Box 37, Princess Anne, Maryland 21852, and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, 1 West Market Street, Room 1103, Snow Hill, MD, 21863, ("Local Government"), and the LOWER SHORE LAND TRUST, 100 River Road, Snow Hill, Maryland 21863, a non-profit corporation incorporated in the State of Maryland, ("Land Trust") (hereinafter Local Government and Land Trust are sometimes referred to collectively as the "Sponsor").

**RECITALS**

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

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

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

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

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

WHEREAS, the RLB's Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works ("BPW") and such approvals have been given by the BPW on October 21, 2020; and

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

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

Section 1. Definitions.

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

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

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

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

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

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

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

FSCMCO is defined in Section 4.1. of this Agreement.

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

Law is defined in Section 3.7. of this Agreement.

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

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

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

Program is defined in the Recitals Section of this Agreement.

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

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

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

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

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

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

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

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

## Section 2. Grant and Special Conditions.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Eight Hundred Thirteen Thousand Seven Hundred Forty-Nine Dollars (\$813,749.00) (the “Total Grant Amount”) to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Local Government that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period. The Local Government shall be responsible for disbursing that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties to the Land Trust who is a party to a particular Project Agreement, provided such Project Costs were incurred by the Land Trust and not the Local Government.

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

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

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

Section 3. Sponsor's Performance.

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

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

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

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

satisfaction of the terms of this Agreement, however the disbursement of that portion of the total Grant Amount shall be made by the RLB to the Local Government who shall then disburse any portions thereof due to the Land Trust as provided in Section 2.1 hereof.

3.5. Rural Legacy Program Review, Approval. The Local Government and the Land Trust shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Local Government and the Land Trust shall make every effort to acquire the Eligible Property within forty-five (45) days. The "Project Period" is the time period specified in the Project Agreement for acquisition of the Permitted Real Estate Interest. The Project Period ends on or before the end of the Grant Period.

3.6. Reimbursement. When the Local Government or the Land Trust acquires an Eligible Property, the Local Government (on behalf of itself if the Local Government acquired the Eligible Property or on behalf of the Land Trust who acquired the Eligible Property), may apply to the RLB for reimbursement for Project Costs in accordance with the Project Agreement and Section 6 of this Agreement. As a result, it is not required that the Total Grant Amount be distributed equally among the Land Trust and the Local Government, and in no event will the funds disbursed under this Grant Agreement exceed the Total Grant Amount.

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

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

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

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

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

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

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders". If the Acquiring Sponsor is a land trust, the Acquiring Sponsor shall hold title to all Easements with a FSCMCO.

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

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



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

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

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

4.2.9. Environmental Assessment. The Contract shall provide the Acquiring Sponsor, the FSCMCO, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Acquiring Sponsor, the FSCMCO, and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Acquiring Sponsor, the FSCMCO, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible

Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

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

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

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

#### Section 5. Disposal of Fee Simple Property.

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

Section 6. Reimbursement of Costs.

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

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

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

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Acquiring Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

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

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

Section 7. Stewardship and Monitoring for Program Compliance.

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

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. The Local Government, in coordination with the Land Trust, shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement.

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

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below, either jointly and severally against the Local Government, and the Land Trust, or against one or more of them, at the sole discretion of the State of Maryland and the RLB:

- A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;
- C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- D. Terminate the Agreement in whole or in part;
- E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

- F. Debar the Sponsor from applying for future Program funds; and
- G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

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

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

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

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

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

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

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

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of

partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

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

12.9. Financial Disclosure. Sponsor agrees to comply with State Finance and Procurement Article, Section 13-221 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State of Maryland, including its agencies; and receives in the aggregate of One Hundred Thousand Dollars (\$100,000.00) or more during a calendar year shall within thirty (30) days of the time when the One Hundred Thousand Dollars (\$100,000.00) is reached, file with the Maryland Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of five percent (5%) or more of the contracting business.

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

12.11. Political Contribution Disclosure. Sponsor shall comply with the provisions of Article 33, Sections 30.1 through 30.4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, during a calendar year under which the person receives in the aggregate Ten Thousand Dollars (\$10,000.00) or more shall, on or before February 1 of the following year, file with the Maryland Secretary of State certain specified information to include disclosure of political contributions in excess of One Hundred Dollars (\$100.00) to a candidate for elective office in any primary or general election.

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

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

12.14. Certificate of Corporation. The Land Trust hereby certifies that it is a domestic not-for-profit corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good

standing and has filed all its annual reports with the State of Maryland Department of Assessments and Taxation and registrations and any other requirements required pursuant to the laws of the State of Maryland regarding not-for-profit corporations.

The Land Trust further certifies that as of the date of this Agreement, the Land Trust has paid all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and Employment Security Administration and paid all withholding Taxes due to the State of Maryland.

12.15. Joint and Several Liability. The Sponsor shall be jointly and severally liable under this Agreement.

SIGNATURES BEGIN ON THE NEXT PAGE

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

WITNESS/ATTEST:

*Ralph O. Taylor*  
(Signature)  
Ralph O. Taylor  
(Print Name)

COMMISSIONERS FOR SOMERSET COUNTY:

BY: *[Signature]* (SEAL)  
Craig N. Mathies, Sr.  
President

DATE: 11/10/02

WITNESS/ATTEST:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

BY: \_\_\_\_\_ (SEAL)  
Joseph M. Mitrecic  
President

DATE: \_\_\_\_\_

WITNESS/ATTEST:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

LOWER SHORE LAND TRUST:

BY: \_\_\_\_\_ (SEAL)  
Hugh Cropper, IV  
Chairman

DATE: \_\_\_\_\_

WITNESS/ATTEST:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

STATE OF MARYLAND RURAL LEGACY BOARD:

BY: \_\_\_\_\_  
Jeannie Haddaway-Riccio  
Chairman, Rural Legacy Board

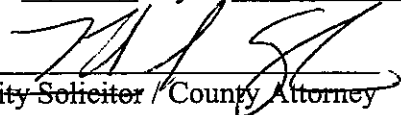
DATE: \_\_\_\_\_



Approved as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Assistant Attorney General

Approved as to form and legal sufficiency  
this 6<sup>th</sup> day of NOV, 2020.

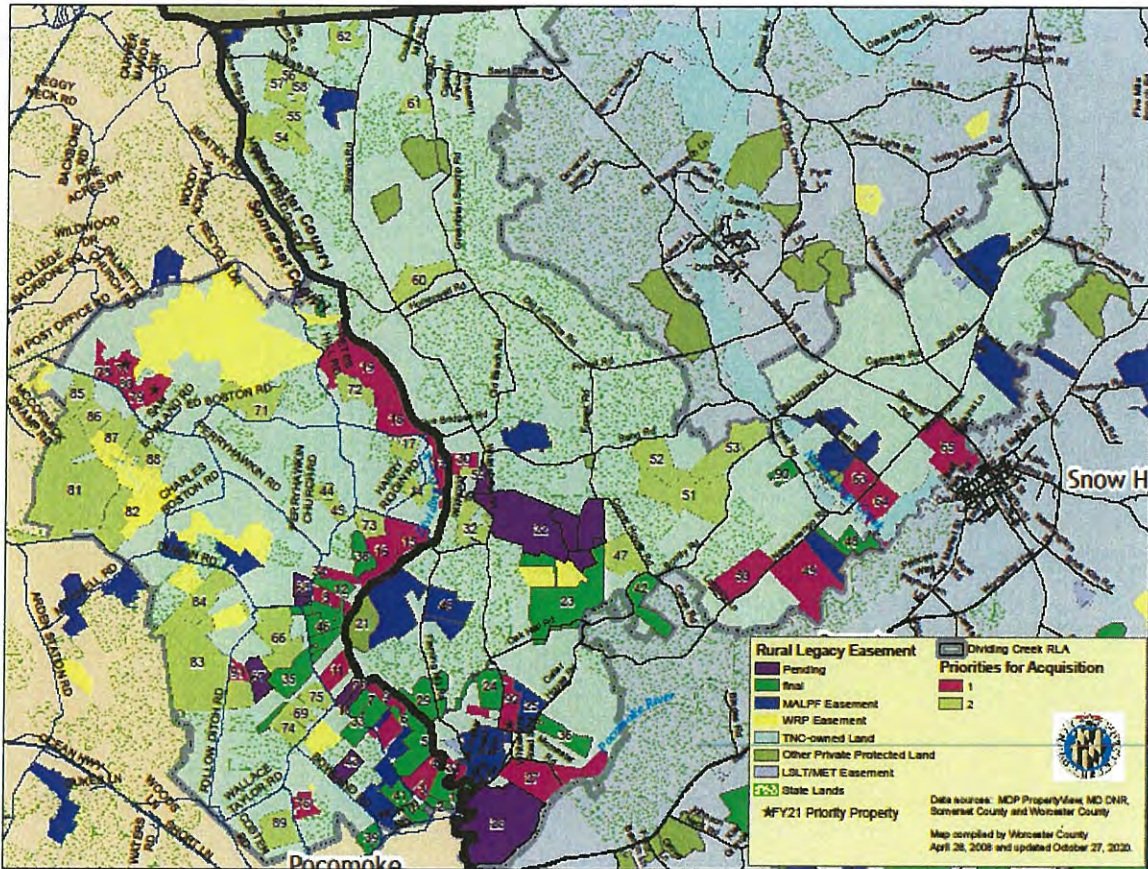
  
\_\_\_\_\_  
City Solicitor / County Attorney

Approved as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Solicitor / County Attorney

**ATTACHMENT A  
DIVIDING CREEK RURAL LEGACY AREA  
FY 2021 RURAL LEGACY GRANT AGREEMENT**

Page 1 of 1



**Dividing Creek Rural Legacy Area,  
Worcester & Somerset Counties**

**ATTACHMENT B**  
**DIVIDING CREEK RURAL LEGACY AREA**  
**FY 2021 RURAL LEGACY GRANT AGREEMENT**  
**GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT**  
**SECTION 2.3 OF THIS GRANT AGREEMENT**

**Page 1 of 3**

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

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:
  - A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.
  - B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.
  - C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.
  
2. Easement Donation
  - A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.
  - B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.
  
3. Conservation Reserve Enhancement Program
  - A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.
  - B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

**ATTACHMENT B**  
**DIVIDING CREEK RURAL LEGACY AREA**  
**FY 2021 RURAL LEGACY GRANT AGREEMENT**  
**GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT**  
**SECTION 2.3 OF THIS GRANT AGREEMENT**

**Page 2 of 3**

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

**ATTACHMENT B**  
**DIVIDING CREEK RURAL LEGACY AREA**  
**FY 2021 RURAL LEGACY GRANT AGREEMENT**  
**GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT**  
**SECTION 2.3 OF THIS GRANT AGREEMENT**  
**Page 3 of 3**

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

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

**ATTACHMENT C  
DIVIDING CREEK RURAL LEGACY AREA  
FY 2021 RURAL LEGACY GRANT AGREEMENT**

Page 1 of 1

**Rural Legacy Grant Agreement  
Attachment C**

Rural Legacy Area Dividing Creek	<b>FY 2021 Grant Award</b>
Sponsor's Name Somerset and Worcester Counties; and Lower Shore Land Trust	
Contact Name Jared R. Parks, Lower Shore Land Trust, Land Programs Manager	Contact Telephone Number 443-234-5587
Contact Address 100 River Street, Snow Hill, MD 21863	
<b>In accordance with Section 2.1, Amount of Grant Not to Exceed \$813,749</b>	

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

**Eligible Properties**

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fec	Easement
				Map	Parcel	Grid	Page	Lot			
Insley Parcel #77 on list	Perryhawkin Road	1	SO	16	7	17			101.56		x
Layfield Parcel #79 on list	Perryhawkin Road	1	SO	16	5	17		2 lots	135.39		x
Bishop Parcel #34 on list	33713 Dublin Road	1	SO	25	19	23			55.6		x
Ennis, Norman and Brent Parcel 92 on list	9237 Follow Ditch Road	1	WO	69	21	21			165.55		x

ITEM  
10



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

OFFICE OF THE TREASURER

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

# Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

JESSICA R. WILSON, CPA  
ASSISTANT FINANCE OFFICER

## MEMORANDUM

**TO:** Harold Higgins, Chief Administrative Officer  
**FROM:** Jessica Wilson, Assistant Finance Officer *JW*  
**DATE:** November 9, 2020  
**RE:** Newark Spray Irrigation closing documents

The Newark Spray Irrigation Project is currently in process and funded through Maryland Department of the Environment (MDE); \$708,567 of the \$2,093,542 total project costs have been incurred.

The funding committed is as follows:

MDE loan	\$1,046,771
<u>MDE loan forgiveness</u>	<u>1,046,771</u>
<u>Total funding</u>	<u>\$2,093,542</u>

Attached for your review and approval are the loan closing documents relating to loan and loan forgiveness of \$2,093,542 from MDE. Fabian Waters, Miles & Stockbridge P.C. bond counsel, and MDE have reviewed these documents. We recommend you approve these documents for the Newark Spray Irrigation project.

**\$1,046,771**  
**COUNTY COMMISSIONERS OF WORCESTER COUNTY**  
**GENERAL OBLIGATION WATER QUALITY BOND**  
**SERIES 2020A**  
**and**  
**\$1,046,771**  
**COUNTY COMMISSIONERS OF WORCESTER COUNTY**  
**GENERAL OBLIGATION WATER QUALITY BOND**  
**SERIES 2020B (TAXABLE)**

**GENERAL CERTIFICATE OF COUNTY**

**Dated November 23, 2020**

The undersigned hereby respectively certify, in connection with the issuance and delivery of the (1) \$1,046,771 County Commissioners of Worcester County General Obligation Water Quality Bond Series 2020A (the Series 2020A Bond”) and (2) \$1,046,771 County Commissioners of Worcester County General Obligation Water Quality Bond Series 2020B (Taxable) (the “Series 2020B Bond,” along with the Series 2020A Bond collectively the “Bonds”), as to the matters set forth in all of the following paragraphs, except as otherwise indicated herein:

**1. General.**

1.1. County Commissioners of Worcester County, Maryland (the “County”) is a duly constituted political subdivision of the State of Maryland and is a code county and a Maryland body politic and corporate created pursuant to Article XI-F of the Constitution of the State of Maryland, the Local Government Article of the Annotated Code of Maryland, as amended, and the Code of Public Local Laws of Worcester County, Maryland (the “County’s Code of Public Local Laws”).

1.2. The proper and correct corporate name of the County is “County Commissioners of Worcester County, Maryland.”

1.3. The seal, an impression of which appears below, is the adopted, proper, and only official seal of the County.

**2. Officers, Incumbency, etc.**

2.1. Joseph M. Mitrecic is the duly elected, qualified and acting President of the Board of County Commissioners of Worcester County, Maryland (the “Board”) as of the date of this Certificate, having been elected to that position on December 3, 2019.



2.2. Harold L. Higgins is the duly appointed, qualified and acting Chief Administrative Officer of the County as of the date of this Certificate, and has held that position continuously since June 24, 2013.

2.3. Phillip G. Thompson is the duly appointed, qualified and acting Finance Officer of the County as of the date of this Certificate, and has held that position continuously since June 24, 2013.

2.4. Roscoe R. Leslie is the duly appointed, qualified and acting County Attorney of the County as of the date of this Certificate and has held that position continuously since January 2, 2020.

2.5. Each person named above has duly taken and subscribed (if necessary) any oath of office prescribed by state or local law.

2.6. None of the persons hereinbefore named has held or exercised any office or place of trust or profit under the United States, or any department thereof, or under the State of Maryland, or under any other state government (except the respective office to which he was elected or appointed as hereinabove stated) at the time of his election or appointment to the respective office to which he was elected or appointed as hereinabove stated, or during his term of office.

2.7. None of the persons named above and no other member of the Board has or had at any time acted in an official capacity for any personal, financial or other interest or benefit, either personally or by or through any business entity, in the authorization, issuance or sale of the Bonds or the acquisition, construction or operation of the Project, other than any benefit solely as a member of the general public. No spouse, parent, minor child, brother or sister of any of the foregoing persons has or had any such personal, financial or other benefit.

2.8. On the date of delivery of the Bonds, which is also the date of this Certificate, we are the duly chosen, qualified and acting officers indicated on the Bonds and on this Certificate, and are duly authorized to cause the Bonds and all related documents, instruments, agreements and certificates (herein referred to as the "Documents") to be executed and delivered and to effect all other transactions contemplated by the Bonds and the Documents.

### **3. Proceedings; Authority; Execution.**

3.1. The County is duly organized and existing pursuant to Article XI-F of the Constitution of the State of Maryland, the Local Government Article of the Annotated Code of Maryland, and the County's Code of Public Local Laws.

3.2. The County is authorized under Section 9-601 through Section 9-699 of the Environment Article of the Annotated Code of Maryland, as amended to sell and issue general obligation bonds by negotiated sale.

3.3. Attached hereto as Exhibit A is a true, correct and complete copy of Resolution No. 20-23 authorizing the issuance, sale and delivery of the County's general obligation bonds in an amount not to exceed \$2,093,542 (the "Bond Resolution"). The Bond Resolution was adopted by the Board at a regular meeting duly called and held on August 18, 2020 and became effective on August 18, 2020. A proper quorum was present throughout such meeting and the Bond Resolution was duly proposed, considered and adopted in conformity with all applicable requirements, including, without limitation, the Code of Public Local Laws, and all other requirements and proceedings (including any and all required postings and publications) incident to the proper adoption and effectiveness of the Bond Resolution have been duly fulfilled, carried out and otherwise observed. The Bond Resolution has not been amended, modified, repealed or rescinded since its original adoption and is in full force and effect on the date of this certificate.

3.4. Attached hereto as Exhibit B is a true, correct and complete copy of the minutes of the meeting of the Board held on August 18, 2020, which have been approved by the Board in accordance with the Board's usual and accustomed practice and procedure. The originals of the said minutes are on file in the offices of the County, One West Market Street, Snow Hill, Maryland, 21863.

3.5. Joseph M. Mitrecic, President of the Board, and Harold L. Higgins, Chief Administrative Officer of the County, officially caused each of the Bonds to be executed in the name of the County by their manual signatures, and officially caused an impression of the official seal of the County to be affixed thereto. Attached hereto as Exhibit C-1 is a true, correct and complete copy of the Series 2020A Bond as executed and delivered by the County. Attached hereto as Exhibit C-2 is a true, correct and complete copy of the Series 2020B Bond as executed and delivered by the County. The undersigned officers of the County, as applicable, have duly executed and delivered each of the Documents which they (or any of them) are required to execute and deliver in connection with the issuance and sale of the Bond.

3.6. The Bond Resolution and any other proceedings authorizing the execution and delivery of the Bonds on behalf of the County have not been rescinded or repealed or modified and amended in any respect, and are in fully force and effect on the date hereof.

#### **4. Litigation; Conflicts; Defaults; etc.**

4.1. There is no litigation of any nature pending or, to the best of our knowledge, threatened, contesting the creation, organization, corporate existence or the boundaries of the County, the County's Code of Public Local Laws or the entitlement of the present officials of the County to their respective offices.

4.2. There is no litigation of any nature pending or, to the best of our knowledge, threatened (a) restraining or enjoining the execution and delivery of the Bonds or any of the Documents, (b) affecting the County which calls into question or affects the validity or enforceability of the Bonds or any of the Documents, the proceedings and authority under which the Bonds and the Documents are authorized to be executed and delivered by and on behalf of the County pursuant to the Bond Resolution, or the performance by the County of its obligations

under the Bond and the Documents, or (c) affecting the taxable status of the County or the Series 2020A Bond and the interest to be paid thereon.

4.3. Neither the adoption and implementation of the Bond Resolution nor the making and performance of the County's obligations under the Bonds and the Documents or the transactions contemplated thereby will violate any provisions of law or regulation, or any decree, writ, order or injunction or, to our knowledge, contravene the provisions or constitute a default under any agreement, indenture, bond resolution or other instrument to which the County is a party or by which the County is bound, and neither the Bond Resolution nor any other authority or proceedings for the execution and delivery of the Bonds and the Documents has been repealed, revoked or rescinded.

4.4. To the best of our knowledge, no event which (with or without notice or lapse of time or both would constitute a default under the Bonds or any of the Documents has occurred or is continuing as of the date hereof.

4.5. All statements, representations and certifications contained herein are, to the best of the knowledge and information of the undersigned, true as of the date hereof.

4.6. Each and all of the representations and warranties made by the County in the Bonds and the Documents are true and correct on the date hereof as if the same were made on the date hereof.

[SIGNATURES APPEAR ON NEXT PAGE]

WITNESS our signatures and the official seal of the County as of the date first written above.

\_\_\_\_\_  
Joseph M. Mitrecic, President of the Board

\_\_\_\_\_  
Harold L. Higgins, Chief Administrative Officer

[COUNTY SEAL]

\_\_\_\_\_  
Phillip G. Thompson, Finance Officer

\_\_\_\_\_  
Roscoe R. Leslie, County Attorney

[Signature Page to General Certificate of the County]

**Bond Resolution**

**Minutes of Meeting of Board of County Commissioners held on August 18, 2020**

**Copy of Series 2020A Bond**

**Copy of Series 2020B Bond**



**LOAN AGREEMENT**

**By and Between**

**MARYLAND WATER QUALITY  
FINANCING ADMINISTRATION**

**and**

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**

**Dated as of November 23, 2020**

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.01	Definitions .....	2
Section 1.02	Rules of Construction .....	5

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01	Representations of Borrower .....	6
Section 2.02	Particular Covenants of the Borrower .....	9

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01	The Loan .....	13
Section 3.02	Availability of Funds .....	14
Section 3.03	Disbursements and Capitalized Interest.....	14
Section 3.04	Amounts Payable .....	15
Section 3.05	Sources of Payment .....	17
Section 3.06	Unconditional Obligations.....	18
Section 3.07	Loan Commitment .....	18
Section 3.08	Reduction of Loan Commitment .....	18
Section 3.09	Disclaimer of Warranties .....	19
Section 3.10	Prepayments.....	19
Section 3.11	Assignment .....	19

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01	Events of Default .....	19
Section 4.02	Notice of Default .....	20
Section 4.03	Remedies on Default.....	20
Section 4.04	Attorneys' Fees and Other Expenses.....	21
Section 4.05	Application of Monies .....	21
Section 4.06	No Remedy Exclusive; Waiver; Notice.....	21

ARTICLE V

MISCELLANEOUS

Section 5.01	Notices .....	21
Section 5.02	Binding Effect.....	22
Section 5.03	Severability .....	22
Section 5.04	Execution in Counterparts .....	22
Section 5.05	Applicable Law.....	22
Section 5.06	Captions .....	22
Section 5.07	Further Assurances .....	22
Section 5.08	Entire Agreement.....	22
Section 5.09	Amendment of this Agreement.....	22
Section 5.10	Disclaimer of Relationships.....	22
Section 5.11	Effective Date .....	23
Section 5.12	Term of this Agreement.....	23
Section 5.13	Delegation Not to Relieve Obligations.....	23
Section 5.14	Additional Terms .....	23
EXHIBIT A --	Special Conditions .....	A-1
EXHIBIT B --	Description of the Loan.....	B-1
EXHIBIT C --	Project Budget .....	C-1
EXHIBIT D --	Opinion of Borrower's Counsel .....	D-1
EXHIBIT E --	Description of Dedicated Revenues .....	E-1
EXHIBIT F --	Form of Note.....	F-1

## LOAN AGREEMENT

THIS LOAN AGREEMENT, made this 23rd day of November, 2020, between the Maryland Water Quality Financing Administration (the "Administration"), a unit of the Department of the Environment (the "Department") of the State of Maryland (the "State"), and County Commissioners of Worcester County, Maryland, a body politic and corporate and a political subdivision of the State (the "Borrower").

### RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the "Clean Water Act"), as amended by the Water Quality Act of 1987 ("Title VI"), authorizes the Environmental Protection Agency ("EPA") to award grants to qualifying States to establish and capitalize State water pollution control revolving funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "Act"), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the "Fund") to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a "local government" (as defined in the Act) for the purpose of financing all or a portion of the cost of a "wastewater facility" project (as defined in the Act).

The Borrower, which is a "local government" within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the "Project," as defined herein) which constitutes a "wastewater facility" within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable "county plan" adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

The Act authorizes the Administration, subject to the prior approval of the Secretary of the Department and the Board of Public Works, to issue its revenue bonds for the

purpose of providing monies for deposit to the Fund. The Administration may issue and sell one or more series of such revenue bonds (the "Bonds") for the purpose of providing monies for deposit to the Fund in an amount sufficient, together with certain other monies expected to be available for that purpose, to enable the Administration to make, or reimburse the Administration for making, a loan to the Borrower and certain other entities to assist in the financing of projects, all as contemplated by the Administration's Intended Use Plan. The revenues from this loan and such other loans, whether or not funded from the proceeds of Bonds, may be pledged by the Administration to secure Bonds.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Act" means the Maryland Water Quality Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

"Administration" means the Maryland Water Quality Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

"Administrative Fee" means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

"Agreement" means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

"Application" means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

"Authorized Officer" means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

"Board" means the Board of Public Works of the State.

“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Bond Counsel” means a law firm acceptable to the Administration whose legal opinions are generally accepted by purchasers of municipal bonds.

“Borrower” means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Clean Water Act” means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. §1251 et seq., and rules and regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax statute or code, and the applicable regulations and rulings promulgated thereunder.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Water Quality Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Indenture” means the indenture of trust, bond resolution or other trust agreement between the Administration and the Trustee, providing for the issuance of Bonds, as amended, modified or supplemented from time to time.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as Bond Counsel if qualified to act as Bond Counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Proceeds Questionnaire and Certificate” means the Loan Proceeds Questionnaire and Certificate executed and provided by the Borrower in connection with the Loan, in form and substance satisfactory to the Administration.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System (“NPDES”) permit or in a construction permit issued by the Department.

“State” means the State of Maryland.

“Tax-Exempt Bonds” means Bonds the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;



(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a “local government” as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration (and subject to compliance with Section 2.02(l) of this Agreement). Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) an opinion of Bond Counsel [who may rely, as to the validity of this Agreement and the Note, on the opinion of Independent Counsel referred to in (i)], dated as of the Loan Closing Date, and acceptable to the Administration, to the effect that (A) interest on the Loan and the Note will be excludable from gross income for purposes of federal income taxation and (B) interest on the Loan and the Note will not be included in the alternative minimum taxable income of individuals, corporations or other taxpayers as an enumerated item of tax preference or other specific adjustment;

(iii) fully executed counterparts of this Agreement, the Note and the Loan Proceeds Questionnaire and Certificate;

(iv) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(v) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement and the Loan Proceeds Questionnaire and Certificate as of such date;

(vi) a requisition in an amount not less than the lesser of 5% of the Loan Commitment or \$50,000 for (i) reimbursement to the Borrower of Eligible Project Costs together with paid invoices supporting such reimbursement, or (ii) payment to third-parties of currently due and payable invoices for Eligible Project Costs, or (iii) a combination of (i) and (ii); and

(vii) such other certificates, documents, opinions and information as the Administration may require.

**Section 2.02. Particular Covenants of the Borrower.**

(a) **Maintenance of Project; Insurance.** The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) **Sale or Disposition of Project.** The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless (i) the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds and (ii) there shall have been delivered to the Administration an opinion of Bond Counsel to the effect that, in the opinion of such firm, such proposed application of such net proceeds will not adversely affect the tax-exempt status for federal income tax purposes of the interest on any Tax-Exempt Bonds applicable to the Project or the Note.

(c) **Inspections; Information.** The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for

inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of

a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Bonds Not to Be Arbitrage Bonds. The Administration expects to deliver on each date of issuance of each series of Tax-Exempt Bonds a certificate (such certificate, as it may be amended and supplemented from time to time in accordance with the Indenture, being referred to herein as the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code or applicable successor provisions ("Section 148") and that states the Administration's reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Tax-Exempt Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Tax-Exempt Bonds within the meaning of Section 148 (collectively, "Bond Proceeds"). The Borrower covenants to provide, or cause to be provided, such facts and estimates as the Administration reasonably considers necessary to enable it to execute and deliver its Section 148 Certificate including (but not limited to) those updates required in the Loan Proceeds Questionnaire and Certificate. The Borrower further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of the Borrower providing such facts and estimates, true, correct and complete as of that date, and (ii) the Borrower will make reasonable inquiries to ensure such truth, correctness and completeness.

The Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause any of the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to

the Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Bonds.

The Administration and the Borrower shall hold and invest Bond Proceeds within their control (if such proceeds are invested) in accordance with the expectations of the Administration set forth in the Section 148 Certificate. If the Administration is of the opinion, upon receipt of advice of Bond Counsel, that it is necessary further to restrict or limit the yield on the investment of any Bond Proceeds in order to avoid any of the Tax-Exempt Bonds being considered "arbitrage bonds" within the meaning of Section 148, the Borrower shall take such action as is necessary to restrict or limit the yield on such investment, irrespective of whether the Borrower is of the same or a different opinion. Upon the request of the Borrower and receipt of advice of Bond Counsel, the Administration may, and upon receipt of an approving ruling from the Internal Revenue Service or a decision of a court of competent jurisdiction, the Administration shall, take such action as is necessary to remove or modify a restriction or limitation on the yield on the investment of any Bond Proceeds that was formerly deemed necessary. The Administration shall incur no liability in connection with action as contemplated herein so long as the Administration acts in good faith.

The Administration contemplates and will use its best efforts to provide for the payment of rebate or penalties in lieu of rebate with respect to the Tax-Exempt Bonds pursuant to Section 148 from the proceeds of the Tax-Exempt Bonds or investment earnings thereon. However, in the event that funds from this source are inadequate to provide for any such payment of rebate or such penalties, the Borrower agrees to pay to the Administration the portion of the rebate or penalties with respect to any Tax-Exempt Bonds fairly allocable to the Loan (as reasonably determined by the Administration) upon written request of the Administration accompanied by an explanation of the method for allocating any such penalties or rebate.

In addition, the Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the monies deemed to be proceeds of any other Tax-Exempt Bonds of the Administration that would cause any such Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to such other Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Tax-Exempt Bonds. The Borrower shall have no obligation under this paragraph unless advised of such in writing by the Administration.

(l) Compliance With Loan Proceeds Questionnaire and Certificate. Without otherwise limiting the covenants or representations set forth in this Agreement or in the Loan Proceeds Questionnaire and Certificate, the representations set forth in Paragraphs 3 through 9, inclusive, and Paragraphs 11 through 14, inclusive, of the Loan Proceeds Questionnaire and Certificate are hereby incorporated as continuing representations of the Borrower, except to the extent that the Administration shall receive an opinion from Bond Counsel to the effect that any variation from such representations shall not adversely affect the excludability of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Borrower shall not take or permit to be taken any action or actions which would cause any Tax-Exempt Bonds to be

“arbitrage bonds” within the meaning of Section 148 of the Code or which would otherwise cause interest on any Tax-Exempt Bonds to be includable in gross income for federal income tax purposes.

(m) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of Bonds pursuant to the Indenture, and that any or all of such Bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such Bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such Bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(n) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(n).

### ARTICLE III

#### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts



advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

**Section 3.02. Availability of Funds.** The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration's ability to make such advances may be adversely affected by events or circumstances beyond the Administration's control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

**Section 3.03. Disbursements and Capitalized Interest.**

(a) **Requisitions and Disbursements.** Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) **Conditions Precedent.** Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

- (iii) copies of all building permits, if any, pertaining to the Project;
- (iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;
- (v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and
- (vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

#### Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its

due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an "Administrative Fee Payment Date"), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for a loan with a term of thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) In prescribing the Administrative Fee for a loan with a term of less than thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: The Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by 30. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were

\$4,000,000 and the Percentage Rate were 5%, the Administrative Fee to be paid each year would equal:

$$\frac{\$4,000,000 \times .05}{30} = \$6,666.67$$

(iv) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

#### Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

**Section 3.06. Unconditional Obligations.** The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**Section 3.07. Loan Commitment.** The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement. Without limiting the foregoing, the Borrower acknowledges and agrees that monies attributable to the Borrower's Loan Commitment may at the discretion of the Administration be pledged or applied to the payment of Bonds.

**Section 3.08. Reduction of Loan Commitment.** The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Quality Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.



Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only if and to the extent permitted by the Indenture and only by an instrument in writing jointly executed by the Administration and the Borrower.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the date of the Administration's execution.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER QUALITY FINANCING  
ADMINISTRATION

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Jeffrey Fretwell  
Title: Director

(SEAL)

ATTEST:

BORROWER:

\_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2020

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Name:  
Local Attorney for Borrower

\_\_\_\_\_  
Name:  
Assistant Attorney General

**LOAN AGREEMENT**

**By and Between**

**MARYLAND WATER QUALITY  
FINANCING ADMINISTRATION**

**and**

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**

**Dated as of November 23, 2020**

## TABLE OF CONTENTS

Page

### ARTICLE I

#### DEFINITIONS

Section 1.01	Definitions .....	2
Section 1.02	Rules of Construction .....	5

### ARTICLE II

#### REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01	Representations of Borrower .....	5
Section 2.02	Particular Covenants of the Borrower .....	8

### ARTICLE III

#### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01	The Loan .....	11
Section 3.02	Availability of Funds .....	11
Section 3.03	Disbursements and Capitalized Interest.....	11
Section 3.04	Amounts Payable .....	12
Section 3.05	Sources of Payment .....	14
Section 3.06	Unconditional Obligations.....	15
Section 3.07	Loan Commitment .....	15
Section 3.08	Reduction of Loan Commitment .....	15
Section 3.09	Disclaimer of Warranties.....	16
Section 3.10	Prepayments.....	16
Section 3.11	Assignment .....	16

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01	Events of Default .....	17
Section 4.02	Notice of Default .....	17
Section 4.03	Remedies on Default.....	18
Section 4.04	Attorneys' Fees and Other Expenses.....	18
Section 4.05	Application of Monies .....	18
Section 4.06	No Remedy Exclusive; Waiver; Notice.....	18

ARTICLE V

MISCELLANEOUS

Section 5.01	Notices .....	18
Section 5.02	Binding Effect.....	19
Section 5.03	Severability .....	19
Section 5.04	Execution in Counterparts .....	19
Section 5.05	Applicable Law.....	19
Section 5.06	Captions .....	19
Section 5.07	Further Assurances .....	19
Section 5.08	Entire Agreement.....	19
Section 5.09	Amendment of this Agreement.....	19
Section 5.10	Disclaimer of Relationships.....	19
Section 5.11	Effective Date .....	20
Section 5.12	Term of this Agreement.....	20
Section 5.13	Delegation Not to Relieve Obligations.....	20
Section 5.14	Additional Terms .....	20
EXHIBIT A --	Special Conditions .....	A-1
EXHIBIT B --	Description of the Loan.....	B-1
EXHIBIT C --	Project Budget .....	C-1
EXHIBIT D --	Opinion of Borrower's Counsel .....	D-1
EXHIBIT E --	Description of Dedicated Revenues .....	E-1
EXHIBIT F --	Form of Note.....	F-1

## LOAN AGREEMENT

THIS LOAN AGREEMENT, made this 23rd day of November, 2020, between the Maryland Water Quality Financing Administration (the "Administration"), a unit of the Department of the Environment (the "Department") of the State of Maryland (the "State"), and County Commissioners of Worcester County, Maryland, a body politic and corporate and a political subdivision of the State (the "Borrower").

### RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the "Clean Water Act"), as amended by the Water Quality Act of 1987 ("Title VI"), authorizes the Environmental Protection Agency ("EPA") to award grants to qualifying States to establish and capitalize State water pollution control revolving funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "Act"), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the "Fund") to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a "local government" (as defined in the Act) for the purpose of financing all or a portion of the cost of a "wastewater facility" project (as defined in the Act).

The Borrower, which is a "local government" within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the "Project," as defined herein) which constitutes a "wastewater facility" within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable "county plan" adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Act” means the Maryland Water Quality Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

“Administration” means the Maryland Water Quality Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

“Administrative Fee” means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

“Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Application” means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

“Authorized Officer” means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

“Board” means the Board of Public Works of the State.

“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Borrower” means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.



“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Clean Water Act” means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. § 1251 et seq., and rules and regulations promulgated thereunder.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Water Quality Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as bond counsel if qualified to act as bond counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System (“NPDES”) permit or in a construction permit issued by the Department.

“State” means the State of Maryland.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a “local government” as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) **No Conflicts.** No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) **Use of Proceeds.** The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration. Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) **Loan Closing Submissions.** On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) fully executed counterparts of this Agreement and the Note;

(iii) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(iv) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement as of such date; and

(v) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES

permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan, except for loans made in accordance with Section 9-1605(d)(9) of the Act.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap of a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of bonds pursuant to one or more bond indentures, and that any or all of such bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(l) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the



Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(l).

### ARTICLE III

#### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration's ability to make such advances may be adversely affected by events or circumstances beyond the Administration's control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

#### Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the "Construction Cash Draw Schedule" included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

#### Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set

forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an "Administrative Fee Payment Date"), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for a loan with a term of thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) In prescribing the Administrative Fee for a loan with a term of less than thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: The Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by 30. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$4,000,000 and the Percentage Rate were 5%, the Administrative Fee to be paid each year would equal:

$$\frac{\$4,000,000 \times .05}{30} = \$6,666.67$$

(iv) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

**Section 3.05. Sources of Payment.**

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or

may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

**Section 3.06. Unconditional Obligations.** The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

**Section 3.07. Loan Commitment.** The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement or to be otherwise disposed of by the Administration in accordance with this Agreement.

**Section 3.08. Reduction of Loan Commitment.** The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

**Section 3.09. Disclaimer of Warranties.** The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

**Section 3.10. Prepayments.** The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

**Section 3.11. Assignment.** Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or



certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Quality Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only by an instrument in writing jointly executed by the Administration and the Borrower, and if applicable, only to the extent permitted by any bond indenture secured by the Loan.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any

relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the date of the Administration's execution.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER QUALITY FINANCING  
ADMINISTRATION

\_\_\_\_\_  
Name:  
Title:

By:

\_\_\_\_\_  
Name: Jeffrey Fretwell  
Title: Director

(SEAL)

ATTEST:

BORROWER:

\_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

By:

\_\_\_\_\_  
Name:  
Title:

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2020

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Name:  
Local Attorney for Borrower

\_\_\_\_\_  
Name:  
Assistant Attorney General

\$1,046,771

R-1

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MARYLAND

COUNTY COMMISSIONERS OF WORCESTER COUNTY  
GENERAL OBLIGATION WATER QUALITY BOND, SERIES 2020A

Dated November 23, 2020

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE  
BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE  
REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE  
FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL  
OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Quality Financing  
Administration

County Commissioners of Worcester County, a body politic and corporate and political subdivision of the State of Maryland (the "Borrower"), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$1,046,771 (the "Maximum Principal Amount") or so much thereof as shall have been advanced from time to time under the terms of the Loan Agreement dated as of November 23, 2020 (the "Loan Agreement") by and between the Borrower and the Maryland Water Quality Financing Administration (the "Administration"), plus interest on the unpaid principal advanced under the terms of the Loan Agreement at the rate of forty tenths per centum (0.40%) per annum.

The principal advanced under the Loan Agreement shall be paid in installments on the dates and in the amounts as set forth in the attached schedule, as such schedule may be amended in accordance with the terms hereof:

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly and the Maximum Principal Amount as so reduced shall be amortized in accordance with Section 3.08 of the Loan Agreement. The Administration shall deliver, and the Borrower shall acknowledge in writing, a certificate setting forth such reamortized payment schedule, which shall be attached hereto and shall replace and supersede for all purposes the foregoing payment schedule. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due.

Notwithstanding the foregoing, all outstanding unpaid principal amounts advanced under the Loan Agreement, if not previously due hereunder, shall be due on that date which is the lesser of the useful life of the Project (as defined in the Loan Agreement) as determined by the Administration in its sole and absolute discretion or 20 years after the date of completion of the Project, as certified by the Borrower to the Administration pursuant to Section 2.02(d) of the Loan Agreement.

Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of the respective advances of such principal amount, and shall be paid commencing on August 1, 2020, and semiannually thereafter on the 1st day of February and August in each year until the principal amount hereof has been paid.

This bond is subject to (i) a late charge for any payment of principal or interest that is received later than the tenth day following its due date and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate (as defined in the Loan Agreement) in accordance with Section 3.04(b) of the Loan Agreement. Interest at the Default Rate shall accrue on the basis of a 30-day month, 360-day year.

This bond is subject to prepayment only in accordance with Section 3.10 of the Loan Agreement.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the Chief Administrative Officer of the Borrower.

This bond is issued pursuant to and in full conformity with the provisions of the Maryland Water Quality Financing Administration Act (codified as Sections 9-601 to 9-699 of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly Resolution No. 20-23 passed by the Board of County Commissioners of Worcester County on August 18, 2020 (the "Resolution").

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Administration. In accordance with the Loan Agreement,

the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms, and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the first principal payment date as set forth above or the date upon which the Maximum Principal Amount has been borrowed, whichever is earlier, upon the books of the Borrower at the office of the Finance Officer of the Borrower by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the Finance Officer of the Borrower, duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturities and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolutions to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the President of the Board of County Commissioners of Worcester County and the seal of the Borrower has been affixed hereto, attested by the manual signature of the Chief Administrative Officer of the Borrower, all as of the 23<sup>rd</sup> day of November, 2020.

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER  
COUNTY

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

By: \_\_\_\_\_  
Joseph M. Mitrecic  
President of the Board of County  
Commissioners of Worcester County

(SEAL)

\$1,046,771

R-1

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MARYLAND

COUNTY COMMISSIONERS OF WORCESTER COUNTY  
GENERAL OBLIGATION WATER QUALITY BOND, SERIES 2020B (TAXABLE)  
Dated November 23, 2020

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE  
BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE  
REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE  
FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL  
OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Quality Financing  
Administration

County Commissioners of Worcester County, a body politic and corporate and political subdivision of the State of Maryland (the "Borrower"), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$1,046,771 (the "Maximum Principal Amount") or so much thereof as shall have been advanced from time to time under the terms of the Loan Agreement dated as of November 23, 2020 (the "Loan Agreement") by and between the Borrower and the Maryland Water Quality Financing Administration (the "Administration"), plus interest on the unpaid principal advanced under the terms of the Loan Agreement at the rate of zero per centum (0.00%) per annum.

The principal advanced under the Loan Agreement shall be paid in installments on the dates and in the amounts as set forth in the attached schedule, as such schedule may be amended in accordance with the terms hereof:



If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly and the Maximum Principal Amount as so reduced shall be amortized in accordance with Section 3.08 of the Loan Agreement. The Administration shall deliver, and the Borrower shall acknowledge in writing, a certificate setting forth such reamortized payment schedule, which shall be attached hereto and shall replace and supersede for all purposes the foregoing payment schedule. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due.

Notwithstanding the foregoing, all outstanding unpaid principal amounts advanced under the Loan Agreement, if not previously due hereunder, shall be due on that date which is the lesser of the useful life of the Project (as defined in the Loan Agreement) as determined by the Administration in its sole and absolute discretion or 20 years after the date of completion of the Project, as certified by the Borrower to the Administration pursuant to Section 2.02(d) of the Loan Agreement.

Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of the respective advances of such principal amount, and shall be paid commencing on August 1, 2020, and semiannually thereafter on the 1st day of February and August in each year until the principal amount hereof has been paid.

This bond is subject to (i) a late charge for any payment of principal or interest that is received later than the tenth day following its due date and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate (as defined in the Loan Agreement) in accordance with Section 3.04(b) of the Loan Agreement. Interest at the Default Rate shall accrue on the basis of a 30-day month, 360-day year.

This bond is subject to prepayment only in accordance with Section 3.10 of the Loan Agreement.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the Chief Administrative Officer of the Borrower.

This bond is issued pursuant to and in full conformity with the provisions of the Maryland Water Quality Financing Administration Act (codified as Sections 9-601 to 9-699 of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly Resolution No. 20-23 passed by the Board of County Commissioners of Worcester County on August 18, 2020 (the "Resolutions").

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms, and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the first principal payment date as set forth above or the date upon which the Maximum Principal Amount has been borrowed, whichever is earlier, upon the books of the Borrower at the office of the Finance Officer of the Borrower by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the Finance Officer of the Borrower, duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturities and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolutions to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the President of the Board of County Commissioners of Worcester County and the seal of the Borrower has been affixed hereto, attested by the manual signature of the Chief Administrative Officer of the Borrower, all as of the 23<sup>rd</sup> day of November, 2020.

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER  
COUNTY

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

By: \_\_\_\_\_  
Joseph M. Mitrecic  
President of the Board of County  
Commissioners of Worcester County

(SEAL)

November 23, 2020

Maryland Water Quality Financing Administration  
Maryland Department of the Environment  
1800 Washington Blvd.  
Baltimore, Maryland 21230

\$1,046,771  
COUNTY COMMISSIONERS OF WORCESTER COUNTY  
GENERAL OBLIGATION WATER QUALITY BOND  
SERIES 2020A

1,046,771  
COUNTY COMMISSIONERS OF WORCESTER COUNTY  
GENERAL OBLIGATION WATER QUALITY BOND  
SERIES 2020B (TAXABLE)

Ladies and Gentlemen:

On behalf of the County Commissioners of Worcester County (the "County"), I hereby authorize Linda Pryor-Polinski, Loan Officer of the Maryland Water Quality Financing Administration (the "Administration"), to forward any and all checks made to the order of the County at the closing of the above-referenced Bonds directly to Jessica R. Wilson, CPA, Assistant Finance Officer, Worcester County Treasurer's Office at One West Market Street, Room 1105, Snow Hill, Maryland 21863 by overnight delivery for receipt on November 24, 2020.

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY

By: \_\_\_\_\_  
Joseph M. Mitrecic  
President of the Board of County  
Commissioners of Worcester County



ITEM 11

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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John S. Ross, P.E. Deputy Director of Public Works  
**DATE:** November 9, 2020  
**SUBJECT:** Resolution for County Owned Surface Mines

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 is a proposed resolution titled *Reclamation Standards for County Owned Surface Mines*. Under this resolution, the County would adopt Reclamation Standards for County-owned borrow pits to qualify for an exemption from the State Surface Mine Law. This exemption is provided for borrow pits maintained solely in connection with the construction, repair and maintenance of the public roads system of the State of Maryland or of the County.

The standards were reviewed for adequacy by EA Engineering, Science and Technology, Inc. PBC, per their attached letter. Upon adoption of the reclamation standards, the County's exemption for County owned surface mines would become effective under Maryland Code, § 15-834 (a) (2).

The Resolution has been reviewed by the County Attorney and we are requesting approval of the Resolution.

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

Attachments

cc: Roscoe Leslie, County Attorney  
John H. Tustin, P.E. Director

**RESOLUTION NO. \_\_\_\_\_**  
**RECLAMATION STANDARDS FOR**  
**COUNTY OWNED SURFACE MINES**

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY  
RECLAMATION STANDARDS FOR COUNTY OWNED OR OPERATED BORROW PITS  
WHICH ARE UTILIZED FOR THE CONSTRUCTION OR MAINTENANCE OF COUNTY  
ROADS AND OTHER PUBLIC FACILITIES.

WHEREAS, the State Surface Mine Law, Title 15, Subtitle 8 of the Annotated Code of Maryland, provides for the protection and conservation of the natural resources of the State of Maryland and the reclamation of areas of land affected in the surface mining of metallic and non-metallic minerals other than coal, aids in the protection of birds and wildlife, decreases soil erosion, prevents pollution of rivers, streams and lakes, prevents loss or waste of valuable mineral resources, prevents and eliminates hazards to health and safety, to provide for reclamation of mined areas so as to assure the use of these lands for productive purposes, and generally provides for the continued use and enjoyment of these lands.

WHEREAS, after January 1, 1977, no person may conduct an active operation to extract minerals by the surface mining method in the State without first obtaining a surface mining operator's license.

WHEREAS, after January 1, 1977, no licensed operator may engage in surface mining within the State of Maryland without first obtaining a surface mining permit which covers the affected land.

WHEREAS, the provisions of the Surface Mine Law do not apply to activities of the State Highway Administration, any County Roads Department in the State of Maryland, any legally-constituted public governing entities such as municipal corporations, or to activities of any person acting under contract with any of these public agencies or entities, on highway rights-of-way or borrow pits maintained solely in connection with the construction, repair and maintenance of the public roads system of the State of Maryland or other County or public facilities.

WHEREAS this exemption does not become effective until the public agencies or entities have adopted reclamation standards applying to activities and the standards that are approved by the Maryland Department of the Environment.

WHEREAS the County Commissioners of Worcester County desires to amend reclamation standards applying to the activities in County owned or operated borrow pits, which are utilized for the construction or maintenance of County Roads or other County facilities.

NOW THEREFORE, BE IT RESOLVED THIS day of \_\_\_\_\_, that the County Commissioners of Worcester County, Maryland, establish the following reclamation standards for County owned borrow pits:

RECLAMATION STANDARDS FOR BORROW PITS OWNED BY  
WORCESTER COUNTY, MARYLAND

1. A completed "Application for County Exemption" form and a site plan of the affected land indicating previous and future use of the borrow pit shall be submitted to the Maryland Department of the Environment for review and approval.
2. Where applicable, the removal of borrow material should be staged so that reclamation can immediately follow completion of a portion of the site. Total reclamation shall be performed upon completion of removal of material from site.
3. Site selection of a borrow pit shall not violate any state or applicable local laws or ordinances - i.e., zoning, floodplain encroachment, sedimentation controls, Critical Area Plan, etc.
4. The Maryland Department of the Environment shall make periodic site inspection. The Maryland Department of the Environment shall also conduct a final review of the reclamation only after the Worcester County Department of Public Works requests it.
5. If periodic inspections show that dust control, visual screening, and proper safety precautions are not being observed, then measures must be taken to correct these conditions.
6. Sediment Controls as recommended by the Natural Resources Conservation Service and approved by the Worcester Soil Conservation District shall be constructed prior to the start of mining operations.
  - a. Surface runoff from surface mined areas shall be controlled by means of earth berms and sediment basins or traps.
  - b. Mountable berms across roadways shall be used to deflect surface runoff from roadways at critical areas.
  - c. All final slopes shall not exceed 3:1 above the water surface elevation or 2: 1 below the water surface.
  - d. All disturbed area shall be seeded as mining is completed as follows:
    - i. Lime - 90 lbs. per 1,000 square feet or 2 Tons per acre.
    - ii. 10-20-20 Fertilizer
      1. Nitrogen – 45 lb per acre or 1 lb per 1,000 square feet
      2. Phosphorous – 90 lb/ per acre or 2 lbs per 1,000 square feet
      3. Potassium – 90 lb per acre or 2 lbs per 1,000 square feet
    - iii. Tall Fescue - 60 lbs per acre.
    - iv. Kentucky Bluegrass - 40 lbs per acre.
    - v. Perennial Rye Grass - 20 lbs per acre.

- e. A final inspection of reclamation shall be made by the Maryland Department of the Environment after receiving a written request from the Worcester County Department of Public Works.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2020.



November 5, 2020

Mr. John Tustin, P.E.  
Director of Public Works  
Worcester County Dept. of Public Works  
6113 Timmons Road  
Newark, MD 21863

**Subject: Worcester County Resolution for Reclamation Standards for County Owned Surface Mines**

Dear Mr. Tustin:

EA Engineering, Science and Technology, Inc., PBC (EA) understands the County is seeking a resolution be considered by the County Commissioners of Worcester County for reclamation standards for County Owned Surface Mines. The draft resolution (attached) would allow for the County to complete and submit an "Application for County Exemption" form and a site plan of the affected land indicating previous and future use of the borrow pit to the Maryland Department of the Environment for review and approval. Maryland Code, Environment, Article 15, Subtitle 8 Surface Mining, § 15-834 Exemptions (a) (2) states "This exemption does not become effective until the public agencies or entities have adopted reclamation standards applying to the activities and the standards are approved by the Department."

EA has reviewed the attached Draft Resolution for Reclamation Standards for County Owned Surface Mines and finds it to be acceptable. EA recommends the resolution be considered by the County Commissioners of Worcester County for adoption.

Respectfully yours,

EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.

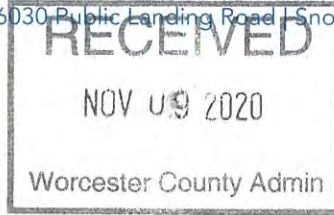


Darl Kolar, BCEE, P.E.  
Project Manager



Worcester County Department of Recreation, Parks, Tourism & Economic Development  
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.MarylandsCoast.org

ITEM  
12



To: Harold Higgins, County Administrator  
Weston Young, Assistant County Administrator  
From: Tom Perlozzo, Director of Recreation, Parks, Tourism and Economic Development  
Subject: **Requested Approval for Public Landing Boat Ramp and Finger Piers**  
Date: November 9, 2020

Please be advised that the Recreation and Parks Department is requesting permission to award the bid for the **Public Landing Boat Ramp and Finger Piers to the low bidder, Murtech, Inc.** We have reviewed the bids below:

<b>Murtech, Inc.</b>	\$74,717.00
Salisbury, MD	
<b>Brittingham Construction</b>	\$94,950.12
Berlin, MD	
<b>Marine Technologies, Inc</b>	\$359,924.00
Baltimore, MD	

The bids were also reviewed and recommended by the DNR and is included with the approved grant. All expenses are 100% reimbursed by DNR. Work is scheduled to be completed by April 1, 2021.

**Please let me know if there's any questions. Thank you for your time.**

cc: Dave Bradford, Environmental Programs

- John Tustin, Public Works
- Issac Wilding, DNR
- Sandi Pepe, DNR
- Stacey J Hart, Project Engineer

ITEM  
13



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



**MEMORANDUM**

TO: Harold L. Higgins, Chief Administrative Officer  
Weston Young, Assistant Chief Administrative Officer  
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development  
Kelly Rados, Director of Recreation & Parks  
DATE: November 9, 2020  
SUBJECT: USA Contract Approval and Signature

Please find attached the USA Softball contract for the Girls 18U National Eastern Championship Tournament for July 28 – August 1, 2021. The tournament will be held at John Walter Smith Park, Northern Worcester Athletic Complex, Showell Park and Newtown Park fields.

Roscoe has reviewed the contract and the suggested changes have been approved by USA Softball. This same contract will be used for four (4) events in 2021. They are: Girl's U10, U12, U14, and U16.

This will be the 3<sup>rd</sup> year hosting the USA National Eastern Championship in Worcester County. As in years past, the department will be the host for the event recognizing the revenues and expenses for the event. We program the following events to break even and provide revenues above and beyond.

[ We would like to ask permission, that in the future, given it is a reoccurring event, that the contract be allowed approval from Administration, pending there are no changes to the contract. ]

Thanks again and I look forward to your direction moving forward.

Attachment

1a

# USA SOFTBALL NATIONAL CHAMPIONSHIP TOURNAMENT AGREEMENT

This National Championship Tournament Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ ("Effective Date") by and between **USA Softball, Inc.**, an Oklahoma not-for-profit corporation, with its principal office at 2801 N.E. 50th Street, Oklahoma City, Oklahoma 73111 ("USA Softball"), the County Commissioners of Worcester County on behalf of Worcester County Recreation & Parks Department acting as and known in the Agreement as the **NATIONAL CHAMPIONSHIP HOST TOURNAMENT ORGANIZATION** ("Host") and **USA Softball of Maryland DC Delaware** ("Sponsor"). Host and Sponsor are collectively referred to in the Agreement as the "Parties."

## WITNESSETH:

WHEREAS, USA Softball is responsible for promoting and conducting annual national championship tournaments for each class and division of USA Softball Championship Play as set forth in USA Softball Procedural Code Article 314 (each a "National Championship Tournament") and

WHEREAS, USA Softball has awarded to Host the right to host one or more National Championship Tournaments during the applicable Tournament Year ("The Tournament Year"); and

NOW, THEREFORE, in consideration of mutual promises and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

## 1. NATIONAL CHAMPIONSHIP TOURNAMENT

- 1.1 The Fast Pitch Girls' B 18-Under Eastern (the "Tournament") for the Tournament Year shall be held at Berlin, Snow Hill, and Pocomoke, MD ("Tournament Site") with competition to begin on **7/28/2021** (the "Tournament Start Date") and be completed by **8/01/2021** (the "Tournament End Date").
- 1.2 Host and Sponsor shall abide by the terms and conditions of the bid submitted by Host for the Tournament (the "Bid"), which is herein incorporated by reference. To the extent the Bid requires Host to pay for any expense or provide any benefit of greater value, quantity or quality than the provisions of the Agreement or the USA Softball Procedural Code, the Bid shall govern with respect to such expense or benefit; in all other respects, the terms of this Agreement and the USA Softball Procedural Code shall govern.

## 2. TERM OF THE AGREEMENT

- 2.1 The Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall terminate on the thirty-second (32nd) day after the Tournament End Date.

## 3. APPLICABLE GOVERNING DOCUMENTS

- 3.1 Host and Sponsor shall perform all duties and obligations required by law, statute, or regulation as Tournament host in accordance and compliance with the USA Softball Procedural Code, the Official Rules of Softball in effect during the Tournament as published and amended by USA Softball from time to time, the terms and conditions of this Agreement, and the terms and provisions of the Bid, each of which is hereby incorporated by reference. Any and all provisions, rules, and procedures shall be completed by the time period specified by USA Softball from time to time. The provisions of the USA Softball Procedural Code shall control the obligations of Host and Sponsor including but not limited to Articles 206, 207, 301, 302, 303, 304, 305, 306, 307, 309, 310, 311, 316, 317, 409, 504, 505, 602, 603, 605 and 606 for the USA Softball Procedural Code. USA Softball shall provide a copy of the USA Softball Procedural Code and the Rules to Sponsor and Host upon written request.

#### 4. OBLIGATIONS OF THE HOST

- 4.1 Host shall provide Tournament facilities conforming to the most current USA Softball Procedural Code and Official Rules of Softball (the "Rules").
- 4.2 Host shall comply with USA Softball Rule book Rule 3 Section 3 regarding game balls.
- 4.3 Host shall be responsible to provide and pay for certain expenses related to the Tournament including, without limitation, each of the following:
- A. **Game Fees.** Host shall comply with Addendum A – Tournament Fees regarding game fees.
  - B. **Umpire In Chief ("UIC"), Assistant UIC, Umpire Staff** (collectively, "**Umpires**"). Host shall provide housing, two to a room, for all umpires from 7/27/20 thru 7/31/20. Choice of the hotel will be at the discretion of the Host who will act as the point of contact for all bookings. No changes may be made to bookings without prior approval from the Host. Host shall provide a private dressing room and meeting facility in close proximity to the playing fields for the Umpires' use. Host shall pay UIC a per diem and Assistant UIC a per diem amount stated in Addendum A – Tournament Fees.
  - C. **USA SOFTBALL Representative** (the "**Representative**"). Throughout the Tournament, the Host shall provide for the Representative a single room at the hotel designated by Host as the headquarters hotel. Host shall pay the Representative a per diem amount stated in Addendum A – Tournament Fees.
  - D. **USA SOFTBALL President and Chief Executive Officer.** Host shall provide the USA Softball President and the USA Softball Chief Executive Officer, or their respective designee's, complimentary housing accommodations equal to the accommodations provided to the Representative throughout the Tournament.
- 4.4 Pursuant to Articles 603(C) of the USA Softball Procedural Code, Host shall be solely responsible for all operations and all operational and administrative expenses associated with hosting and conducting the Tournament including, without limitation, the following:
- A. **Field Maintenance.** Host shall ensure a properly trained and equipped grounds crew is on hand and present throughout the Tournament to ensure the facilities remain clean and free from any obstructions and in compliance with the USA Softball Procedural Code and the Rules.
  - B. **Security and First Aid.** Host shall ensure properly trained and equipped security; ambulance service and emergency medical personnel are available throughout the Tournament.
  - C. **Tournament Support Staff.** Host shall retain sufficient personnel to perform as statistician(s), announcer(s), official scorekeepers, scoreboard attendants, ball chasers, ticket sellers, ticket collectors, and other gate crew throughout the Tournament as needed. USA Softball may require Host to retain additional personnel whenever USA Softball determines, in its sole and absolute discretion, such additional personnel are needed.
  - D. **Advertisement and Promotion.** Host shall prominently advertise and promote the Tournament prior to and throughout the Tournament. Host understands and expressly agrees to prominently mention, display or indicate USA Softball in all Tournament advertising materials.

- E. **Program / Ticket Printing.** No later than thirty (30) days prior to the Tournament Start Date, Host shall submit to USA Softball for approval a design copy of the Tournament program and a sample form of Tournament tickets. Title to all programs and tickets supplied to USA Softball pursuant hereto shall immediately pass to and vest in USA Softball. If USA Softball fails to notify Host within ten (10) days after its receipt of these items of a decision to reject any advertisement, graphic or text contained therein, the program and ticket materials shall be deemed approved by USA Softball for Tournament use. Host shall print a sufficient number of Tournament programs and tickets prior to the Tournament Start Date.
- 4.5 Host shall comply with USA Softball Procedural Code Article 606 regarding Tournament awards.
- 4.6 At Tournament Check-In, Host shall obtain and collect fully signed Roster Forms from each participant who will be participating in the Tournament (and shall not allow participation unless fully signed forms have been provided in advance of the start of the Tournament). Host shall also provide, pay for and host a pre-Tournament event at which a meal is provided for at least one (1) representative of each participating team and each of the Tournament sponsor representatives, the Umpires, Host and Sponsor representatives, USA Softball Council members, representatives and commissioners, the USA Softball President and Chief Executive Officer or their designee(s), the press, and other persons invited by Host who are present at the event (the "Pre-Tournament Event"). At the Pre-Tournament Event, the Host shall provide each team representative with a copy of USA Softball's Participant Manual and, at the Pre-Tournament Event or directly after the Pre-Tournament Event, the Host shall provide each team representative with an opportunity to inspect the fields and facilities.
- 4.7 Host shall provide free admission at all Tournament games for USA Softball Council members, their spouses and immediate family upon production of identification identifying such person as a USA Softball council member. Such admitted persons shall be entitled to reserved seating and admittance to hospitality functions, but only up to a maximum of 25 reserved seats and admissions in the aggregate. For purposes of satisfying the obligations of this subsection, in addition to the applicable free admissions (which shall be unlimited in number), Host shall reserve for USA Softball's use twenty-five (25) best seated reserved tickets to each game and the same number of passes and invitations to any hospitality function hosted by Host or Sponsor in connection with the Tournament.
- 4.8 Host shall be solely responsible for all souvenir items sold at or in conjunction with the Tournament.
- A. **Pre-Approval of All Souvenir Items.** A sample or exemplar of all souvenir items Host proposes to sell or allow others to sell in conjunction with the Tournament shall be submitted to USA Softball at least thirty (30) days prior to the Tournament start date. Excluding those items provided for in the immediately following sentence (all of which shall require affirmative approval), if USA Softball fails to notify Host within ten (10) days after its receipt of these items of a decision to reject any such items, then as to those items that do not contain the USA Softball name, emblem or logo that were not timely rejected, those items shall be deemed approved by USA Softball for sale in conjunction with the Tournament. Pursuant to Article 310(J) of the USA Softball Procedural Code, souvenir items with the USA Softball name, emblem or logo must be affirmatively approved in advance and in writing by the USA Softball National Office prior to their use, production or resale. Host shall not sell or permit the sale of any rejected item.
- B. **Souvenir Reporting.** Host must comply with USA Softball Procedural Code Article 604(I) in submitting souvenir report to USA Softball for all souvenir sales, including sales made by third-parties (if any). If Host or Sponsor execute a contract or agreement with or allow a third-party to sell any souvenir item(s) at or in conjunction with the Tournament, Host shall ensure that such contract (the "Vendor Contract") and such third party shall comply with USA Softball Procedural Code Article 604 (I) in submitting a report which details its gross sales. Host shall provide USA Softball with copies of all Vendor Contracts prior to the Tournament Start Date. Host will retain all revenue generated by souvenir sales from vendors contracted by the Host.

- 4.9 Following the Tournament End Date, Host shall prepare and submit the following reports to USA Softball:
- A. **Financial Report.** Host must comply with USA Softball Procedural Code Article 604(F) and 607(E) (04). Host's President, Chief Financial Officer or Chief Executive Officer and the Sponsor Commissioner shall each be jointly and severally responsible for filing the Report and shall warrant and guarantee its accuracy and completeness.
  - B. **Official Final Standings.** Within twenty-four (24) hours after the Tournament End Date, Host shall fax or email and mail to USA Softball National Office the official, final Tournament standings of all participating teams. USA Softball Procedural Code Article 607(E) (01).
  - C. **All-American Teams.** Within twenty-four (24) hours after the Tournament End Date, Host shall fax or email and mail to USA Softball National Office a list of the Tournament's first (1st) and second (2nd) All-American teams for each adult division of USA Softball Championship Play. USA Softball Procedural Code Article 607(E) (02).
  - D. **Tournament Highlights.** Within thirty (30) days after the Tournament End Date, Host shall comply with USA Softball Procedural Code Article 607(E) (03).
  - E. **Advertisement and Promotional Material.** Within thirty (30) days after the Tournament End Date, Host shall submit to USA Softball copies of all photographs (i.e. team and action), news releases and statistics taken, issued or compiled during the Tournament and all materials used in advertising, promoting and publicizing the Tournament including, without limitation, at least six (6) action photographs and team pictures of the champion, runner up and first (1st) All-American teams chosen at the Tournament.
  - F. **Use of Tournamentusasoftball.com** Host shall comply with the USA Softball Procedural Code Article 405 (D) (14) and utilize <http://tournamentusasoftball.com/> for all Championship Finals Tournaments.
- 4.10 In addition to the preparation and submission requirements of the above Section 4.9, Host shall be responsible for the following:

- A. **Tournament Results, Score Sheets, Entry Fees, Assessments.** Host shall comply with USA Softball Procedural Code Article 605, 607(E) (3-5). Within thirty (30) days after the Tournament End Date, Host agrees to remit to USA Softball that portion of the Entry Fee which represents the \$100-per-team (\$25-per-team for slow pitch) assessment fee due USA Softball pursuant to USA Softball Procedural Code Article 603(A) and, additionally, the \$100/\$300 per-team bid fee due and required by USA Softball's Board of Directors, as set forth in the Bid Documents and USA Softball Procedural Code Article 603.
- B. **All-American Team Statistics.** Within thirty (30) days after the Tournament End Date, Host shall submit statistics to the USA Softball National Office. (USA Softball Procedural Code Article 607 (E) (06)).

4.11 Unless otherwise canceled as a result of acts of God or force majeure, the Tournament cannot be cancelled without the written consent of USA Softball's Chief Executive Officer.

## 5. OBLIGATIONS OF USA SOFTBALL

- 5.1 USA Softball shall resolve questions regarding qualification or eligibility of any team or team member entered in the Tournament in accordance with the USA Softball Procedural Code and the Rules.
- 5.2 The USA Softball shall select the UIC and all members of the umpire staff to officiate in the Tournament. The UIC selected by USA Softball shall be in charge of all details pertaining to the officiating duties of the umpire staff during the Tournament. If an Assistant UIC is required pursuant to

USA Softball Procedural Code Article 409(C)(2) (a, b, & c), the Sponsor's regional UIC shall select and assign any Assistant UIC.

- 5.3 USA Softball understands that there may be local laws, regulations, and ordinances that the Host may have to abide by that could ultimately affect the play of the tournament. Host shall make USA Softball aware of all such laws, regulations, and ordinances as soon as possible so they may be discussed with all parties to determine a way to properly complete the tournament. In conducting the tournament, USA Softball shall endeavor to comply with all laws, regulations, and ordinances that apply to tournament play.

## **6. OBLIGATIONS OF THE SPONSOR**

- 6.1 Sponsor guarantees Host's complete and faithful performance of each and every obligation of Host contained or referenced in the Agreement or Bid. Accordingly, Sponsor shall be jointly and severally liable for the performance of Host's liabilities and obligations arising under or in connection with the Agreement or Bid. In addition to all other available remedies and as specified in USA Softball Procedural Code Article 605(B), if Host or Sponsor fails to file any report or remit any payment when due under this Agreement, Sponsor will be barred from bidding to host or sponsor any USA Softball tournaments until: (i) all monies and reports required under the Agreement are received by USA Softball; (ii) all monies owed under the Agreement are written off by the USA Softball Board of Directors; or (iii) the Sponsor Commissioner is replaced.
- 6.2 Sponsor shall comply with the U.S. Center for SafeSport and USA Softball's eligibility and complaint procedures for any disciplinary complaints made concerning the Event. USA Softball's complaint procedures may be found in USA Softballs' By-Laws located on the internet at: <https://www.teamusa.org/USA-Softball/About/About-Us/USA-Softball-Code>.
- 6.3 Sponsor shall familiarize itself with all requirements of the U.S. Center for SafeSport ([www.safesport.org](http://www.safesport.org)) that would apply to the Event. Sponsor shall comply with all obligations of the U.S. Center for SafeSport, including any educational requirements, background check requirements and/or mandatory reporting obligations required by the U.S. Center for SafeSport.
- 6.4 Sponsor shall comply with any and all mandatory reporting obligations required by local, state or federal law. Sponsor is advised that any observed suspicions or instances of 'child abuse' as that term is defined by federal law may be subject to mandatory reporting obligations of federal law (34 U.S. Code § 20341), which would require mandatory reporting within 24 hours to an applicable State's Child Protective Services agency and/or the Federal Bureau of Investigation.

## **7. SPONSORSHIPS / MARKETING AGREEMENTS**

- 7.1 Neither Host nor Sponsor may enter into any sponsorship or marketing agreement for purposes of, affecting or relating to any National Championship Tournament without the prior, written approval of the USA Softball Chief Executive Officer.
- 7.2 USA Softball national sponsors shall have the right and opportunity to market their goods and services at the Event. Any marketing or sponsorship fees charged to USA Softball national sponsors and relating to the event shall be non-discriminatory.

## **8. EARLY TERMINATION**

- 8.1 If at any time either Host or Sponsor fails to perform or is in breach of any obligation imposed by the USA Softball Procedural Code, the Rules, the Bid or the Agreement, USA Softball may serve notice on Host and Sponsor specifying the nature of the breach. If Host and/or Sponsor do not cure the breach within the Required Time to the complete satisfaction of USA Softball, USA Softball may serve a Notice of Termination of this Agreement, which shall be effective upon mailing, and may then cause the Tournament to be relocated. The "Required Time" shall mean either (a) if notice is provided during the Event or within three (3) calendar days of the beginning of the Event, then Required



five (5) business days.

- 8.2** Host and Sponsor acknowledge and agree that USA Softball has relied on the full and complete performance of Host and Sponsor under the Agreement and early termination of the Agreement would cause immeasurable and irreparable harm to USA Softball. As a consequence, thereof, Host and Sponsor agree to forfeit the Tournament Guarantee, as provided for in the USA Softball Procedural Code, and the Bid, if the Agreement is terminated for any reason prior to the Tournament End Date.
- 8.3** Nothing in this Article shall be deemed a restriction upon USA Softball's rights to enforce any other remedies specified in the Agreement and to seek any and all available legal or equitable relief, as well as recovery of all expenses.

## **9. INDEMNITY / HOLD HARMLESS**

- 9.1** To the extent permitted by law, Host shall defend, indemnify and hold USA Softball harmless from and against any and all loss or liability which in any way, directly, indirectly or allegedly arises out of or relates to: (i) a breach of any of Host's obligations under this agreement; or (ii) any misrepresentation of fact or breach of any warranty made by Host in or in connection with this Agreement. Sponsor shall defend, indemnify, and hold USA Softball harmless from and against any and all loss or liability which in any way, directly, indirectly or allegedly arises out of or relates to: (i) the Tournament; (ii) a breach of any of Sponsor's obligations under this Agreement; or (iii) any misrepresentation of fact or breach of any warranty made by Sponsor in or in connection with this Agreement. However, neither the Host nor the Sponsor shall be liable and shall not defend, indemnify or hold USA Softball harmless from and against any loss or liability which any way directly or allegedly arises out of or relates to any of the obligations of USA Softball pursuant to this Agreement, nor any loss or liability caused solely by the acts or omissions of USA Softball.

## **10. NOTICES**

- 10.1** All notices or demands required to be made or permitted under the Agreement shall be in writing and shall be deemed served when deposited in the United States mail as postage certified mail, return receipt requested, with sufficient postage prepaid thereon and addressed as provided in the first paragraph of the Agreement or to such other address as each party may from time to time designate in writing

## **11. REPRESENTATIONS AND WARRANTIES OF HOST AND SPONSOR**

- 11.1** Sponsor represents and warrants that as of the Effective Date, it is a member of USA Softball in good standing. Host and Sponsor each represent and warrant that it understands that USA Softball has made no representation, warranty or guarantee regarding any fact or condition which may affect the Tournament's financial success including but not limited to any representation, warranty or guarantee regarding the number of teams which may participate in the Tournament, Tournament attendance, gate receipts, concessions or revenue for souvenir sales. Host and Sponsor knowingly and willingly assume all risks associated with the Tournament's financial success and understand that the Tournament Guarantee is fully earned as of the Effective Date and is non-refundable.

**The Bid Amount was \$200 total to USA Softball per team**

- 11.2** The Tournament Guarantee and any other sums due USA Softball (other than the \$100-per-team Entry Fees) will be invoiced to the Host on the January 1st of the year of the Tournament (or as soon as practicable thereafter) and the invoiced sums will be due and payable within 30 days of the invoice date.

## **12. MISCELLANEOUS**

- 12.1** The Agreement contains and constitutes the entire agreement between the Parties and supersedes any prior agreements between the Parties, written or oral, with respect to the subject matter hereof. Time shall

mean one (1) calendar day; or (b) in all other circumstances, Required Time shall mean

- 12.2** The provisions of the Agreement are severable and the invalidity of one or more provisions herein shall not have any effect upon the validity or enforceability of any other provision.
- 12.3** Neither this Agreement nor the Bid may be amended, modified, rescinded or revoked except by written agreement executed by USA Softball, Host and Sponsor.
- 12.4** USA Softball may assign any rights or benefits accruing to it or delegate any of its responsibilities or obligations under the Agreement to a subsidiary, affiliate or related entity of USA Softball upon thirty (30) days written notice to Host. Such assignment or delegation shall not require prior written consent of Host or Sponsor. Neither Host nor Sponsor shall assign any benefits or delegate any obligations under the Agreement without express, prior written consent of USA Softball.
- 12.5** The rights and remedies of the Parties herein specified shall be cumulative and not exclusive of any other rights and remedies herein provided or allowed by law.
- 12.6** If any party commences legal action or arbitration alleging a violation of the Agreement, or seeking to enforce, construe, modify or interpret the Agreement, or any provision herein, the non-prevailing party shall, to the extent permitted by applicable law, pay all costs and reasonable attorneys' fees incurred by the prevailing party in connection with such action, *provided however*, that this Section 12.6 shall not apply to any dispute or assessment of fees and costs in which Host is a party.
- 12.7** Articles 3, 4, 6, 7, 8, 9, 11 and 12 of this Agreement shall survive any termination or expiration of the Agreement.
- 12.8** Any updates to USA Softball's Procedural Code or Official Rules of Softball which may render outdated the particular references herein to sections or subsections of those documents shall be automatically deemed to reference the newly updated or newly renumbered section or subsection of the applicable document.
- 12.9** The Agreement shall be binding on the Parties and inure to the benefit of USA Softball, its successors and assigns.
- 12.10** Any waiver by a party of any breach of the Agreement shall not operate as or be construed as a waiver of any other breach of such provision or of any other provision of the Agreement. Any waiver must be in writing. Failure to insist upon strict adherence to any term of the Agreement on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.
- 12-11** The Agreement shall be governed by interpreted and enforced in accordance with the laws of the State in which the Tournament Site is located, regardless of any contrary conflict of law's provisions. USA Softball, Host and Sponsor each agree that any action arising out of the Agreement shall be litigated under the laws of the State in which the Tournament Site is located with any state court action to be brought in the applicable state of federal district in which the Tournament Site is located, to the exclusion of all other courts, venues or jurisdictions. Nothing herein shall limit a party's right to remove an action from state court to federal court, pursuant to applicable law and rules. USA Softball, Host and Sponsor agree to submit to the jurisdiction of such courts, after service of process in accordance with applicable law.

IN WITNESS WHEREOF, USA Softball, Host and Sponsor have executed the Agreement in triplicate copies, each of which shall be deemed an original, effective as of the Effective Date.

**USA Softball, Inc.**

---

Craig Cress, Chief Executive Officer

**Host**

---

County Commissioners of Worcester County, Maryland  
*on behalf of Worcester County Recreation & Parks Department*

**Sponsor**

Jack Hutcherson

Digitally signed by Jack Hutcherson  
DN: cn=Jack Hutcherson, o=USA Softball of Maryland-DC-Delaware, email=jhutcherson@usa-softball.com, c=US  
Date: 2022.10.26.14:21:01-0400

---

USA Softball of Maryland-DC-Delaware Commissioner

**Addendum A:**

**2021 USA Softball Tournament Fees**

**Sanction Fee Deposit payable to USA Softball, Inc.**

\$5,000.00 to be deducted from final Tournament fee

**Team Fee payable to USA Softball of Maryland, DC, Delaware**

\$20.00 per registered team

**USA Representative**

\$125.00 per day of play

**Tournament Director Fee**

\$125.00 per day of play

**Umpire in Chief Fee**

\$125.00 per day of play

**Assistant Umpire in Chief Fee**

\$100.00 per day of play

**Umpire Coordinator Fee**

\$100.00 per day of pay

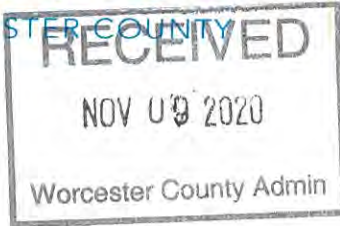
**Umpire Fee**

\$40.00 per game



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

ITEM  
14



**MEMORANDUM**

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation and Parks  
Tom Perlozzo, Director of Recreation & Parks, Tourism and Economic Development  
DATE: November 9, 2020  
SUBJECT: Power Boat Race Request – April 30<sup>th</sup> – May 2<sup>nd</sup>, 2021

Please find the Special Event application from Phil Houck, owner of Crab Alley, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed Ocean City Power Boat Race, April 30<sup>th</sup> – May 2<sup>nd</sup>, 2021. He has also provided a list of activities, etc. for each day of the race. His request includes:

1. Use of 70% of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of one (1) recreational boat launch.
3. Use of traffic cones and barriers provided by the county.

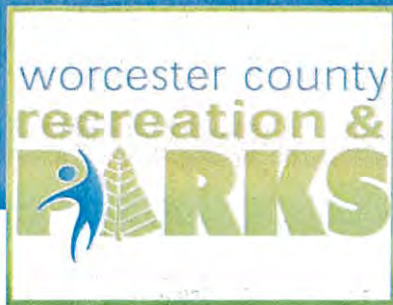
In as much, if you approve, we are recommending the following information for Mr. Houck to be required:

1. Work with the Parks Department on the parking lot set-up.
2. Work with the Parks Department on trash removal daily with final clean up inspection.
3. Continued use of the recreational boating side of the ramp (2 - ramps by County).
4. Provide for any security and traffic control during use and coordination with the County Sheriff's department including overnight hours.
5. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
6. Not to block any of the handicapped parking spaces available next to the public restrooms.
7. Provides the required insurance naming Worcester County as insured.
8. Acknowledges all the required permitting for the operation of the event.
9. Provide promotion to Worcester County.
10. Operation of any music or public address system in accordance to any and all Worcester County codes.

Should you have any questions, please feel free to reach out at your convenience.

Attachment

cc: Melanie Pursel, Worcester County Tourism  
Matt Crisafull, Worcester County Sheriff  
Darcy Billetdeaux, Parks Crew Leader



## SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

### GENERAL EVENT & CONTACT INFORMATION

Event Type:  Community Event  Athletic Event  Other: POWER BOAT RACE

Name of the Event: OC POWER BOAT RACE Contact Person: \_\_\_\_\_

Event Organization: PHIL HOUCK Select Entity:  For-Profit  Non-Profit

Address: 12507 SUNSET AVE. #8

City: OCEAN CITY State: MD. Zip: 21842

Cell Phone: 443-783-1298 Email: philhouck@bullonthebeachc

Date(s) of Event: 4-30-21 to 5-2-2021 Rain Date(s): none

Times of Event: MAY 2ND AT NOO Time Set-up Begins: NOON Time Clean-up Ends: 9PM

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes  No

Purpose of the Event (include additional page if needed):

boat race in the ocean between Division St. and 12th st , 1st race at 12 noon last race no later 4pm

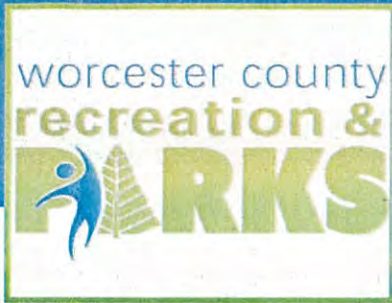
Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

West Ocean City Public Ramp -- Parking Lot

### ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

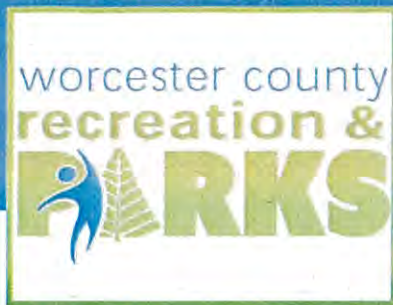
	Staff/Volunteers	Participants	Spectators	Exhibitors/Vendors
Total:	<u>20</u>	<u>40 Race Boats</u>	<u>none here</u>	<u>none</u>
% Traveling 30+ miles:	_____	_____	_____	_____



# SPECIAL EVENT APPLICATION

## PLANNING DETAILS

- Will a door and/or registration fee be charged? Yes  No   
If Yes, please elaborate: \_\_\_\_\_
- Will tents be used for the event? Yes  No   
If Yes, list number, size and type of tents: \_\_\_\_\_
- Will air-inflated structure(s) be used? Yes  No   
If Yes, list number, size and type: \_\_\_\_\_
- Will banners or signs be used at the event? Yes  No   
If Yes, please elaborate: \_\_\_\_\_
- Are you requesting road closures? Yes  No  If Yes, please provide details on your site map.  
If Yes, what arrangements have been made for traffic control? \_\_\_\_\_
- Are you requesting any special parking needs? Yes  No  If Yes, please provide details on your site map.  
If Yes, please elaborate: to use 70% of the Parking Lot ( same as last year ) \_\_\_\_\_
- Are you requesting on-scene law enforcement? Yes  No   
If No, what arrangements have been made for on scene security and crowd control? \_\_\_\_\_
- Are you requesting on scene medical assistance beyond a normal emergency response? Yes  No   
If No, what arrangements have been made? \_\_\_\_\_
- Will amplified sound be used? Yes  No   
If Yes, please elaborate: \_\_\_\_\_
- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes  No   
If Yes, please elaborate: \_\_\_\_\_
- Do you plan to sell or distribute food? Yes  No   
If Yes, please elaborate. If interested in the use of a concession stand, please indicate it here: \_\_\_\_\_
- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. \_\_\_\_\_  
will have Porta Pottys \_\_\_\_\_
- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes  No   
If Yes, please elaborate: \_\_\_\_\_



## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

■ **POINT OF CONTACT:** WCRP will be the primary contact for all communications with other impacted Worcester County Departments. Applicant must not contact other departments directly unless authorized by WCRP in writing.

■ **INSURANCE AND LIABILITY:** All risk are the responsibility of the Event Organizer. There is no insurance or indemnity provided by Worcester County protecting the Event Organizer. The Event Organizer is required to show certificate of insurance for Applicant in the amount \$1,000,000 combined single limit. The Event Organizer must indemnify the County Commissioners of Worcester County, Maryland and its officials, employees, and agents from all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees) incurred by the County or any of its officials, employees, or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Event Organization or by its members, employees, agents or invitees and program participants. The Event Organizer must include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance. The Certificate of Insurance must be submitted 30 days before the event.

■ **NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.

■ **ELECTRICITY:** All electricity requirements beyond those that already exist at the proposed event location must be provided by an licensed electrician contracted by the Event Organizer. No alterations to existing electrical components is permitted without the approval by WCRP. Generators are highly encouraged when additional electricity is needed.

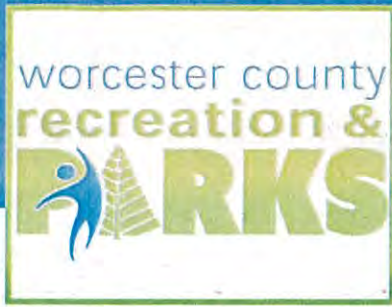
■ **TENTS AND INFLATABLE STRUCTURES:** Any tent, canopy, or membrane structures to be erected that measures larger than 12' long OR wide must be preapproved by WCRP. All such structures will be subject to inspection by the Worcester County Fire Marshall. Inflatable displays and play structures may be permitted, but must be pre-approved. A photograph of the intended display with dimensions must be included before approval can be considered. Please make sure to clearly indicate the intended locations of these structures on your site layout.

■ **BANNERS AND SIGNAGE:** Banners and signage content is subject to approval by WCRP. Placement and removal of banners and signage is the responsibility of the Event Organizer, but location and means of hanging must be approved by WCRP. Please make sure the clearly indicate the intended locations for banners on your site layout.

■ **ROAD CLOSURES AND PARKING NEEDS:** A state highway permit must be obtained for use of any state property (roads, highway, etc.) This is the responsibility of the applicant independent of the WCRP application process. Event Organizer must keep WCRP notified of all steps and approvals related to such efforts. Non-state roads affected by the event must be reviewed by WCRP for consideration of closure or traffic modification through the application process. If a municipal lot is required for the event, whether for parking or placement of the event footprint, Event Organizer must contact appropriate parties for approvals. Event Organizer must provide said approvals in writing to WCRP. Please make sure to clearly indicate these areas on your site layout.

■ **SECURITY AND PUBLIC SAFETY :** It is the Event Organizers responsibility to provide security through the Worcester County Sheriff's Department or an approved private entity, if it is deemed necessary by the Worcester County Sheriff's Department. The appropriate number of extra-duty and/or on-duty officers will be determined by the Sheriff or his/her designee in consultation with the Event Organizer. The Event Organizer will be responsible for all costs determined by the Chief of Police.





## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

**SANITATION:** Event Organizer agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash. Upon conclusion of the event, all County trash cans must be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles). Event Organizer of large events may be required to provide dumpster. Violation of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.

**ALCOHOL:** Only non-profit groups may request to sell alcoholic beverages at an event and must obtain a license from the Worcester County Board of License Commissioners. A "One Day Alcohol Permit" application with a Worcester County Commissioner's signature must be submitted to the County a minimum of 14 days prior to the event, along with the permit fee. A copy of the approved permit must be forwarded to WCRP at least 7 days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

**PORTALETTS AND HANDWASHING:** Event Organizer must provide adequate on-site portlets to facilitate the specific needs of their event. Events that are partnered with WCRP are not exempt from this requirement and are responsible for the costs incurred. Handicapped accessible portlets and handwashing stations are required. All portlets must be maintained daily if contracted for a multiple day event.

**FOOD SALES & CONCESSIONS:** If the event includes food, the Event Organizer is responsible for arranging for all food permits 4 weeks prior to the event from the Worcester County Health Department. Depending on the facility, WCRP may be able to offer use of a concession stand during the event. A fee may be required per booth per event. Inspectors have the right to close booths operating outside of health regulations. All permits must be clearly displayed. Event Organizer is responsible for all clean-up including grease and dump water removal

**VENDING:** The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

### SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION

Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name Phil Houck Signature: *Phil Houck*  
Title/Position: Race Organization Date: 10-28-2020

OFFICE USE ONLY: Application Received on: 11/2/20 Reviewed by: *Kelly Rados*

Application forwarded to the following departments for review: \_\_\_\_\_

Application status:

Accepted

Accepted pending the following: *Commissioner Approval*

Rejected due to the following: \_\_\_\_\_

Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_



ITEM  
15

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



**MEMORANDUM**

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation and Parks  
Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development  
DATE: November 9, 2020  
SUBJECT: Ride Maryland's Coast Request – April 10, 2021

Please find the attached Special Event application from Don Abrahamson, of Coastal Sports LLC, requesting permission to use the West Ocean City commercial parking lot for the proposed Coastal Bike Festival, Saturday, April 10<sup>th</sup>, 2021.

The West Ocean City Harbor and commercial parking lot will serve as the start/finish and celebration “village” for the event. The event is a family oriented event with a coast environmental clean-up theme. Set up would begin on Friday, April 9 at 8:00 a.m. with clean-up ending on Sunday, April 11 at 5:00 p.m. His requests includes:

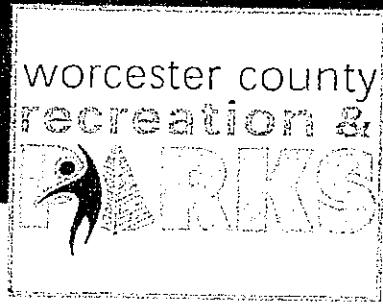
1. Use of 70% of the east end of the parking lot to accommodate the event “village”. Village will include a small sound stage, charity driven beer garden, along with other food vendors and kids’ activities.
2. Use of traffic cones and barriers provided by the county.

In as much, if you approve, we are recommending the following information for Mr. Abrahamson to be required:

1. Work with the Recreation & Parks Department on the parking lot set-up.
2. Work with the Parks Department on trash removal daily with final clean up inspection.
3. Provide for any security and traffic control during use and coordination with the County Sheriff’s department including overnight hours.
4. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
5. Not to block any of the handicapped parking spaces available next to the public restrooms.
6. Provides the required insurance naming Worcester County as insured.
7. Acknowledges all the required permitting and equipment for the operation of the event.
8. Responsible for payment for any other miscellaneous services.
9. Provide promotion to Worcester County.
10. Operation of any music or public address system in accordance to any and all Worcester County codes.

Should you have any questions, please feel free to reach out at your convenience.

cc: Tom Perlozzo, Worcester County Recreation, Parks, Tourism & Economic Development  
Melanie Pursel, Worcester County Tourism  
Matt Crisafull, Worcester County Sheriff



worcesterrecandparks.org | 410.632.2144  
 6030 Public Landing Rd. Snow Hill, MD 21863  
 specialevents@co.worcester.md.us

## SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

### GENERAL EVENT & CONTACT INFORMATION

Event Type:  Community Event  Athletic Event  Other: \_\_\_\_\_

Name of the Event: Coastal Bike Festival (Work Contact Person: Don Abramson

Event Organization: Coastal Sports, LLC Select Entity:  For-Profit  Non-Profit

Address: 7277 Norris Ave

City: Sykesville State: MD Zip: 21784

Cell Phone: 443-600-5930 Email: dig.abramson@gmail.com

Date(s) of Event: April 10, 2021 Rain Date(s): April 11, 2021

Times of Event: 8am to 6pm Time Set-up Begins: 4/9 8am Time Clean-up Ends: 4/11 5pm

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes  No

Purpose of the Event (include additional page if needed):

Family oriented event with coastal enviromental clean up theme. (Please see the attached proposal)

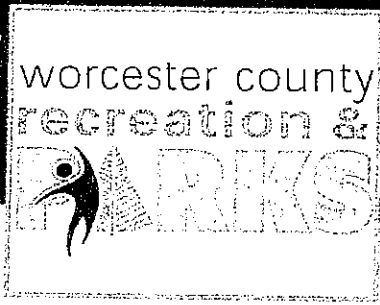
Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

In conjunction with the Parks & Recreation Department, the OC Harbor will serve as the start/ finish and celebration "village". Three routes of varied distances will be offer. One, contained on Assateague, with other two utilizing modified Trail 100 routes. The Village site will be coordinated with Parks & Recreation.

### ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

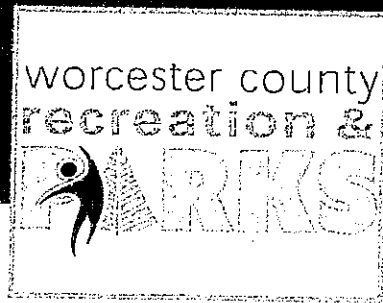
	Staff/Volunteers	Participants	Spectators	Exhibitors/Vendors
Total:	<u>25</u>	<u>1,500</u>	<u>2,250</u>	<u>100</u>
% Traveling 30+ miles:	<u>20%</u>	<u>90%</u>	<u>90%</u>	<u>70%</u>



# SPECIAL EVENT APPLICATION

## PLANNING DETAILS

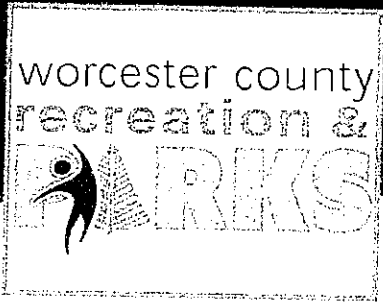
- Will a door and/or registration fee be charged? Yes  No   
If Yes, please elaborate: Each distance with have a set registration fee (\$30-\$75)
- Will tents be used for the event? Yes  No   
If Yes, list number, size and type of tents: #TBD- 10x10 vendor tents/ stage tent/ various vendors
- Will air-inflated structure(s) be used? Yes  No   
If Yes, list number, size and type: \_\_\_\_\_
- Will banners or signs be used at the event? Yes  No   
If Yes, please elaborate: Finsh line banners
- Are you requesting road closures? Yes  No  If Yes, please provide details on your site map.  
If Yes, what arrangements have been made for traffic control? Staggered starts
- Are you requesting any special parking needs? Yes  No  If Yes, please provide details on your site map.  
If Yes, please elaborate: Harbor parking for village, secondary lot for participants & families
- Are you requesting on-scene law enforcement? Yes  No   
If No, what arrangements have been made for on scene security and crowd control? Limited need for the morning starts
- Are you requesting on scene medical assistance beyond a normal emergency response? Yes  No   
If No, what arrangements have been made? We will provide EMT services on routes
- Will amplified sound be used? Yes  No   
If Yes, please elaborate: Small sound stage in the Harbor Village
- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes  No   
If Yes, please elaborate: Charity driven Beer Garden
- Do you plan to sell or distribute food? Yes  No   
If Yes, please elaborate. if interested in the use of a concession stand, please indicate it here: Local food trucks and partnerships with Harbor restaurants \_\_\_\_\_
- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. Port-a-lets and ongoing trash service on site
- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes  No   
If Yes, please elaborate: We will provide additional power source, if needed



## SPECIAL EVENT GUIDELINES

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- **NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.
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worcesterrecandparks.org | 410.632.2144  
6030 Public Landing Rd. Snow Hill, MD 21863  
specialevents@co.worcester.md.us

## SPECIAL EVENT GUIDELINES

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**VENDING:** The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

### SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION

Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name Don Abramson Signature: *Don Abramson*  
Title/Position: Principal Date: 10/8/20

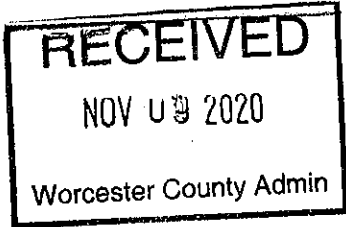
OFFICE USE ONLY: Application Received on: 10/8/20 Reviewed by: Kelly Rados

Application forwarded to the following departments for review: \_\_\_\_\_

Application status:

- Accepted
- Accepted pending the following: Commissioner Approval
- Rejected due to the following: \_\_\_\_\_

Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_



ITEM  
16

LEGISLATIVE  
SESSION

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

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](http://www.co.worcester.md.us/drp/drpindex.htm)

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer  
From: Edward A. Tudor, Director *EAT*  
Date: November 9, 2020  
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-201(e) and §ZS 1-202(e) Height regulations in the A-1 and A-2 Agricultural Districts

\*\*\*\*\*

The Department has received and processed a revised text amendment application submitted by Donna West, which seeks to amend the height regulations in the A-1 and A-2 Agricultural Districts as it pertains to residential accessory structures.

The proposed text amendment was reviewed by the Planning Commission at its meeting on November 5, 2020. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended by the applicant. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Jennifer Keener, Deputy Director



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](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
-BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director  
From: Jennifer K. Keener, AICP, Deputy Director *JKK*  
Date: November 6, 2020  
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-201(e) and §ZS 1-202(e) Height regulations in the A-1 and A-2 Agricultural Districts

\*\*\*\*\*

The purpose of this memo is to forward the Planning Commission’s comments and recommendation regarding a text amendment application submitted by Donna West. It proposes to add an allowance for a property owner to seek a special exception from the Board of Zoning Appeals as it relates to the height of residential accessory structures.

In their report to the Planning Commission, the staff noted that currently, only non-habitable roof superstructures such as cupolas, flagpoles and smokestacks may exceed the height regulations in any zoning district. Additionally, applicants may seek a special exception to exceed the height regulations for non-residential structures only under the provisions of §ZS 1-305(n)(1). All residential and residential accessory structures must comply with the overall height and number of stories as listed in the applicable zoning district, which in this case is twenty-five feet in the A-1 and A-2 Agricultural Districts. Staff had concerns regarding the applicant’s initial request to modify §ZS 1-305(n)(1) to allow any residential structure to exceed the height regulations by special exception without limitation. In consideration of the applicant’s goal, staff developed the revised amendment, which would allow residential accessory structures in the A-1 and A-2 Districts only to be increased with a maximum height of forty-five feet. However, the number of stories could not be increased, and the structure would have to comply with the principal structure setbacks, with no ability for a variance. Our reasoning for the enhanced setback is to prevent overly tall residential accessory structures from being within the minimum six feet from the rear property line, and potentially causing undue impact to adjoining property owners. This amendment was forwarded to the applicant, who accepted it as part of their revised application. Therefore, the staff gave a favorable recommendation to the text amendment application as amended.



The Planning Commission reviewed the proposed text amendment at its meeting on November 5, 2020. Ms. West stated that it was her desire to construct a detached accessory structure of up to thirty-five feet in height. In order to do so, she would have had to attach the garage to the main home, and therefore subject to the height limitations of a principal structure. The Planning Commission verified that the applicant's next steps if the text amendment were approved would be to apply for a special exception from the Board of Zoning Appeals for her particular property based upon the standards in the proposed amendment. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachment



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](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

## MEMORANDUM

To: Worcester County Planning Commission  
From: Jennifer Keener, AICP, Deputy Director *JKK*  
Date: October 22, 2020  
Re: Text Amendment Application – §ZS 1-201(e) and §ZS 1-202(e) Height regulations in the A-1 and A-2 Agricultural Districts

\*\*\*\*\*

The attached amended text amendment application was submitted by Donna West. It seeks to add an allowance for a property owner to seek a special exception from the Board of Zoning Appeals as it relates to the height of residential accessory structures. Following our customary practice, once the text amendment application was received, it was reviewed by Ed Tudor, Director, and Roscoe Leslie, County Attorney and Planning Commission Attorney, as well as myself for comment. Our comments relative to this request are as follows:

Currently, only non-habitable roof superstructures such as cupolas, flagpoles and smokestacks may exceed the height regulations in any zoning district. Additionally, applicants may seek a special exception to exceed the height regulations for non-residential structures only under the provisions of §ZS 1-305(n)(1). All residential and residential accessory structures must comply with the overall height and number of stories as listed in the applicable zoning district.

Generally, principal residential structures are limited to a maximum of four stories and 45 feet in height for a pitched roof, or 35 feet in height for a flat roof. Detached, residential accessory structures are limited to a maximum of two stories and 25 feet in height. The applicant is seeking an amendment in order to allow to increase the overall height of a proposed detached residential accessory structure.

Staff had concerns regarding the applicant's initial request to modify §ZS 1-305(n)(1) to allow any residential structure to exceed the height regulations by special exception without limitation. In consideration of the applicant's goal, staff developed the revised amendment, which would allow residential accessory structures in the A-1 and A-2 Districts only to be increased with a maximum height of 35 feet. However, the number of stories could not be increased, and the structure would have to comply with the principal structure setbacks, with no

ability for a variance. Our reasoning for the enhanced setback is to prevent overly tall residential accessory structures from being within the minimum six feet from the rear property line, and potentially causing undue impact to adjoining property owners. This amendment was forwarded to the applicant, who accepted it as part of their revised application.

Therefore, the staff gives a favorable recommendation to the text amendment application as amended. ~~A draft bill is attached for your reference.~~

Should you have any questions or require additional information, please do not hesitate to contact me.

Attachments

cc: Edward A. Tudor, Director  
Roscoe Leslie, County Attorney  
Donna West, applicant

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-

BY:  
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Height regulations in the A-1 and A-2 Agricultural Districts

For the purpose of amending the Zoning and Subdivision Control Article to establish a special exception provision for the increase in the height of residential accessory structures in the A-1 and A-2 Agricultural Districts.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-201(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to read as follows:

- (1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to read as follows:

- (1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

## Jennifer Keener

---

**From:** donnawest1 <donnawest1@aol.com>  
**Sent:** Thursday, October 22, 2020 8:49 AM  
**To:** Kenneth Lambertson; Jennifer Keener  
**Subject:** RE: Fwd: Text amendment

**CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.**

Thank you so much Jennifer. If you could please proceed with this ammendment I would greatly appreciate your help. I will be available to attend the meeting on the 4th. Any questions or if I can be of any assistance my cell is 410 430 4726. Thanks again,  
Donna West

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Kenneth Lambertson <lambertsonsr@netscape.com>  
**Date:** 10/20/20 7:30 PM (GMT-05:00)  
**To:** donnawest1@aol.com  
**Subject:** Fwd: Text amendment

---

**From:** Jennifer Keener <jkkeener@co.worcester.md.us>  
**Date:** Tuesday, October 20, 2020  
**Subject:** Text amendment  
**To:** Kenneth Lambertson <lambertsonsr@netscape.com>

Kenny,

Ed and I had a chance to discuss the text amendment, and as I mentioned, we were bouncing around a few alternative ideas. There was a lot of concern relative to a blanket special exception to the height of all structures as initially drafted. So we've come up with the amendment below that still allows for an increase in height for a residential accessory structure as a special exception, but would be placed in the actual agricultural district regulations (therefore not applicable everywhere for everything). The proposal we worked up would restrict the overall height to 35 feet and two stories, and the structure would have to comply with the applicable setbacks for a principal structure, which your garage met.

"The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure."

I know we have been back and forth on the building design and ground elevation requirements, so I want to make sure ~~that you and Donna review it and are comfortable with this proposal, especially the overall height. With this proposed~~ version, you would have staff support for the amendment. However, you are certainly welcome to request any version that you would like. As I mentioned, I would like to have this put on the agenda for the November 5<sup>th</sup> meeting (we start at 1pm), so I would need to know what direction to head in by the end of the week (Friday, October 23<sup>rd</sup>) to finalize the staff report and package. I will forward the packet to you, then the agenda will be sent out the Friday before the meeting.

Thank you for your patience while we worked through this.

Sincerely,

Jennifer

---

Jennifer K. Keener, AICP

Deputy Director

One West Market Street, Room 1201

Snow Hill, MD 21863

(410) 632-1200, extension 1123

[jkkeener@co.worcester.md.us](mailto:jkkeener@co.worcester.md.us)

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DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21863

TEL:410.632.1200 / FAX: 410.632.3008

[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director  
Roscoe Leslie, County Attorney  
From: Jennifer K. Keener, AICP, Deputy Director *JKK*  
Date: September 9, 2020  
Re: Text Amendment Application – §ZS 1-305(n)(1) Height of Residential Accessory Structures

\*\*\*\*\*

The attached text amendment application has been submitted by Donna West. It seeks to amend §ZS 1-305 Lot requirements generally in order to allow residential structures to request a special exception from the Board of Zoning Appeals in order to increase the height and number of stories permitted under the applicable district regulations. Currently, the code only allows applicants to seek a special exception for nonresidential structures (i.e. commercial or industrial structures). The applicant is desirous of permitting a residential accessory building that will exceed two stories and twenty-five feet in height as allowed by the current district regulations.

Also attached is the draft bill form of the request. I anticipate scheduling this text amendment for consideration by the Planning Commission at a forthcoming meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than October 16, 2020.

Should you have questions or require additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

Attachment



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

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT  
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

(For Office Use Only – Please Do Not Write in this Space)

Date Received by Office of the County Commissioners \_\_\_\_\_

Date Received by Development Review and Permitting 9/2/2020

Date Reviewed by the Planning Commission 11/5/2020

I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County:     X
- b. Taxpayer of Worcester County:     X
- c. Governmental Agency: \_\_\_\_\_  
 (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

a. Section Number:     ZS 1-305(n)    

b. Page Number: \_\_\_\_\_

c. Proposed revised text, addition or deletion:

(1) The Board of Zoning Appeals may as a special exception in the case of a residential or nonresidential structure, increase the permitted height or number of stories to the maximum prescribed in each district if, in the view of the Board, such increase is reasonably necessary for the proposed purpose and no neighborhood adverse effects or safety hazards will be created. In the case of structures other than buildings, such as radio towers, which by the nature of the structures and their function, are required to be of great height, the Board may, by special exception, permit such structures to exceed the maximum permitted height.



III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

I am requesting that the text of the code be changed to include residential structures. I wish to build a garage with a height that would currently violate the height restrictions. If the garage could be attached to my home by a fifty foot breezeway there would not be a problem with the proposed height. However where the garage cannot be attached, the only reason keeping me from getting a building permit is this current height restriction. I respectfully ask for your consideration to change the text to include residential structures.

IV. Signature of Applicants

Signature(s): Donna R West

Printed Name(s): Donna R West

Mailing Address: 3546 Figgs Landing Rd Snow Hill, MD 21863

Phone Number: 410-430-4726

Email: Donnawest1@aol.com

Date: 9/1/20

V. Signature of Attorney

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

§ZS 1-305 Lot requirements generally.

(n) Structures permitted above height limit.

- (1) The Board of Zoning Appeals may, as a special exception in the case of a **RESIDENTIAL OR** nonresidential structure, increase the permitted height or number of stories to the maximum prescribed in each district if, in the view of the Board, such increase is reasonably necessary for the proposed purpose and no neighborhood adverse effects or safety hazards will be created. In the case of structures other than buildings, such as radio towers, which, by the nature of the structures and their function, are required to be of great height, the Board may, by special exception, permit such structures to exceed the maximum permitted height.
- (2) The following structures are not subject to the district height regulations, except for the AP District, and do not require Board approval, except as otherwise provided:
  - A. Farm buildings and structures, except dwelling units.
  - B. Fire walls, cupolas, steeples, flagpoles, silos, smokestacks, masts, water tanks or other nonhabitable roof superstructures.
  - C. Roof structures for housing elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, provided that all such structures above the height otherwise permitted in the district shall not occupy more than twenty-five percent of the ground area of the building.
  - D. Any building or structure in an I District if more than two hundred feet distant from any A, E, V, R or RP District, provided that, for each three feet by which the height of such building or structure exceeds the maximum height otherwise permitted in the district, its front, side and rear yard setbacks shall be increased in width or depth by an additional one foot over the yard setbacks required for the highest building otherwise permitted in the district and provided that the height of such building or structure shall not exceed four hundred feet.
  - E. Any building or structure allowed by Subsection § ZS 1-303(c). [Added 3-15-2016 by Bill No. 16-1]

ITEM  
17

NOTICE OF INTRODUCTION OF BILL 20-8  
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 20-8 (Zoning – Accessory Apartments) was introduced by Commissioners Church, Nordstrom and Purnell on October 20, 2020.

A fair summary of the bill is as follows:

§ZS 1-338(b)(2). (Eliminates the requirement that the property owner reside in either the primary dwelling unit or the accessory apartment on the premises.)

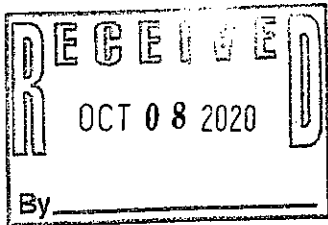
**A Public Hearing**

will be held on Bill 20-8 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on **Tuesday, November 17, 2020 at 10:30 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us) .

THE WORCESTER COUNTY COMMISSIONERS

1a



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](http://www.co.worcester.md.us/drp/drpindex.htm)

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

PLANNING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

### MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer  
From: Edward A. Tudor, Director *EAT*  
Date: October 7, 2020  
Re: Planning Commission Recommendation - Text Amendment Application -  
Accessory apartments

\*\*\*\*\*

The Department has received and processed a text amendment application submitted by Hugh Cropper, IV, Esquire, on behalf of his client, Kathleen Clark, which seeks to amend §ZS 1-338 Accessory apartments by eliminating the requirement that either the main dwelling or the accessory apartment be owner occupied.

The proposed text amendment was reviewed by the Planning Commission at its meeting on October 1, 2020. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

#### Attachments

cc: Jennifer Keener, Deputy Director

LEGISLATIVE SESSION  
INTRODUCTION OF  
BILL 20-8



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
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DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

3 DIVISION  
VG DIVISION  
ISTRATIVE DIVISION

MEMORANDUM

To: Edward A. Tudor, Director  
From: Jennifer K. Keener, AICP, Deputy Director *JKK*  
Date: October 7, 2020  
Re: Planning Commission Recommendation - Text Amendment Application -  
§ ZS 1-338(b)(2) Accessory apartments

\*\*\*\*\*

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Hugh Cropper, IV, Esquire, on behalf of his client, Kathy Clark. It seeks to amend §ZS 1-338 Accessory apartments by eliminating the requirement that either the main dwelling or the accessory apartment be owner occupied.

In their report to the Planning Commission, the staff noted that accessory apartments are restricted with respect to the maximum gross floor area of the dwelling unit, number of bedrooms, and the location of the apartment relative to the main single-family dwelling. The intention of these limits is to prevent the doubling of density on a lot or parcel of land that would otherwise not support it (i.e. two dwellings on a single parcel), while providing for more affordable housing options in the County. The rental regulations which became effective on January 1, 2020 established the requirement for any rental property to be properly licensed, as well as the provision for a point of contact that would be available twenty-four hours a day in the event of any issues. Given the standards contained in the rental license regulations, staff was supportive of the proposed text amendment.

The Planning Commission reviewed the proposed text amendment at its meeting on October 1, 2020. Mr. Cropper reiterated several of the points made in the staff report, and also expressed that many properties are owned by a limited liability company (LLC). In his opinion, this would make it difficult for county staff to identify the members of the LLC, and therefore enforce the current occupancy requirement. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachment



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

DIVISION  
G DIVISION  
STRATEGIC DIVISION

MEMORANDUM

To: Worcester County Planning Commission  
From: Jennifer Keener, AICP, Deputy Director *JKK*  
Date: September 24, 2020  
Re: Text Amendment Application – §ZS 1-338(b)(2) Accessory apartments

\*\*\*\*\*

The attached text amendment application has been submitted by Hugh Cropper, IV, Esquire, on behalf of his client, Kathy Clark. It seeks to amend §ZS 1-338 Accessory apartments by eliminating the requirement that either the main dwelling or the accessory apartment be owner occupied. Following our customary practice, once the text amendment application was received, it was reviewed by Ed Tudor, Director, and Roscoe Leslie, County Attorney and Planning Commission Attorney, as well as myself for comment.

Overall, accessory apartments are restricted with respect to the maximum gross floor area of the dwelling unit, number of bedrooms, and the location of the apartment relative to the main single-family dwelling. The intention of these limits is to prevent the doubling of density on a lot or parcel of land that would otherwise not support it (i.e. two dwellings on a single parcel), while providing for more affordable housing options in the County. These regulations were first established in the 1992 Zoning and Subdivision Control Article. The regulations (then as now) require that a property owner reside in one of the units; they cannot rent both the house and the apartment to two separate family or housekeeping units. The applicant is requesting to strike this language from the code. A copy of §ZS 1-338 with the stricken language is attached for your consideration.

Under the new rental regulations which were effective January 1, 2020, any property owner that rents their dwelling would be required to obtain a rental license through the department. There are numerous standards that are set forth in §TR 2-106 Rental licenses, one of which is that the owner is responsible for providing contact information for the owner, manager or resident agent with availability twenty-four hours a day should there be any issues with respect to the property or rental activity (for both short-term and long-term rentals). A short-term rental in accordance with §ZS 1-351 is limited to a maximum of one rental contract for any overnight period, regardless of whether they rent the dwelling or the accessory apartment (or both combined). This amendment would not change those provisions. With respect to long-term rentals (29 or more consecutive days), a property owner is limited to one rental contract by virtue of the section that the applicant is now proposing to eliminate

from the code. If this amendment is approved, it would allow a property owner to rent both units separately on a long-term basis.

Given the standards associated with the various rental license provisions, the staff gives a favorable recommendation to the text amendment application as requested. A draft bill is attached for your reference.

Should you have any questions or require additional information, please do not hesitate to contact me.

**Attachments**

cc: Edward A. Tudor, Director  
Roscoe Leslie, County Attorney  
Hugh Cropper, IV, Esquire

§ ZS 1-338. Accessory apartments.

(a) Purpose and intent. It is the specific purpose and intent to allow no more than one accessory apartment per lot of record through conversion of existing residential structures or construction of new residential facilities so as to provide the opportunity and encouragement to meet the special housing needs of persons of low and moderate income as well as relatives of families currently residing in the County. It is furthermore the intent and purpose of this provision to allow the more efficient use of the County's existing housing stock in a manner consistent with land use objectives identified in the Worcester County Comprehensive Plan and to provide economic support for present resident families of limited income, while protecting and preserving property values and community character.

(b) Standards. The following specific standards are set forth as conditions for such accessory uses:

(1) Accessory apartments shall only be permitted where adequate wastewater disposal capacity has been determined to be available by the Environmental Programs Division but, as accessory residential uses, shall not be counted against permitted density on any parcel with respect to the requirements of this Article. However, other regulations may stipulate that such accessory residential uses be considered when calculating permitted density.

~~(2) The owner of the residential dwelling unit in which the accessory apartment is to be located shall occupy at least one of the dwelling units on the premises.~~

(3) An accessory apartment may be located either in the principal dwelling unit or in an accessory building. Manufactured or mobile homes shall not be construed as an accessory apartment.

(4) When located within an accessory building, the building shall be located so that its entire perimeter is within one hundred feet of the principal building on the property.

A. A separation distance greater than one hundred feet may be permitted in accordance with the provisions of § ZS 1-117(e)(5) provided that the property upon which the accessory apartment is located is not located within the Chesapeake or Atlantic Coastal Bays Critical Area.

(5) The minimum floor area for an accessory apartment within the principal building shall be five hundred square feet, but in no case shall it exceed thirty-five percent of the gross floor area, exclusive of any garage, of the dwelling in which it is located or nine hundred square feet, whichever is less. For accessory apartments located in an accessory building, the minimum floor area shall also be five hundred square feet, but in no case shall it exceed thirty-five percent of the gross floor area of the principal dwelling or nine hundred square feet, whichever is less. No accessory apartment shall contain more than two bedrooms.

(6) There shall be no more than one accessory apartment permitted per existing single-family dwelling.

(7) If an accessory apartment is located in the principal dwelling unit on the property, entry to the accessory apartment shall be designed such that the appearance of the building remains as a single-family dwelling. However, nothing herein shall be construed to require any entry to the accessory apartment to be confined to the side or rear of the structure.

(8) Off-street parking for the accessory apartment shall be in accordance with § ZS 1-320 hereof and shall be in addition to any other parking required for other uses on the site.



COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Accessory apartments

**DRAFT**

For the purpose of amending the Zoning and Subdivision Control Article to eliminate the requirement that a property owner occupy either the primary dwelling or accessory apartment on the premises.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-338(b)(2) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-338(b)(3) through ZS 1-338(b)(8) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-338(b)(2) through ZS 1-338(b)(7) respectively.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

PLANNING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Edward A. Tudor, Director  
Roscoe Leslie, County Attorney  
From: Jennifer K. Keener, AICP, Deputy Director *JKK*  
Date: September 15, 2020  
Re: Text Amendment Application – §ZS 1-338(b)(2) Accessory apartments

\*\*\*\*\*

The attached text amendment application has been submitted by Hugh Cropper, IV, Esquire, on behalf of his client, Kathy Clark. It seeks to amend §ZS 1-338 Accessory apartments by eliminating the requirement that one of the dwelling units on the premises be owner occupied. Currently, the department would be unable to permit an accessory apartment if the owner of the property was not residing in or, in the event of a dwelling under construction, intending to reside in one of the units (either the primary dwelling or the accessory apartment).

Also attached is the draft bill form of the request. I anticipate scheduling this text amendment for consideration by the Planning Commission at a forthcoming meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than September 24, 2020.

Should you have questions or require additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

Attachment

Worcester County Commissioners  
Government Office Building  
One West Market Street, Room 1103  
Snow Hill, Maryland 21863

Please Type or  
Print in Ink

PETITION FOR AMENDMENT OF OFFICIAL TEXT  
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: \_\_\_\_\_

Date Received by Development Review and Permitting: 9/14/2020

Date Reviewed by Planning Commission: 10/1/2020

I. Application - Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

A. Resident of Worcester County. XXX

B. Taxpayer of Worcester County. XXX

C. Governmental Agency \_\_\_\_\_

\_\_\_\_\_  
(Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article.

A. Section Number: ZS 1-338(b)(2)

B. Page Number: 262

C. Proposed revised text, addition or deletion:

Delete Section ZS 1-338(b)(2), and re-number subsequent subsections


*J*

III. Reasons for Requesting Text Change:

- A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

Please See Attached

IV. Signature of Applicants

Signature: 

Printed Name of Applicant: Sovereign, II, LLC


Mailing Address: C/O Kathleen M. Clark, Resident Agent

12319-304 Ocean Gateway, Ocean City, MD 21842

Phone Number: 410-213-1633

E-Mail: kclark@monogrambuilders.com

Date: September 9, 2020

Signature of Attorney: 

Printed Name of Attorney: Hugh Cropper IV

Mailing Address: 9923 Stephen Decatur Hwy., D-2, Ocean City, Maryland 21842

Phone Number: 410-213-2681

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V. General Information Relating to the Text Change Request.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Procedure for Text Amendments - Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any

proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have any opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered.

**REASONS FOR REQUESTING TEXT CHANGE**

There are several arguments in support of this Text Amendment:

Section ZS1-338 permits accessory apartments. Section 1-338(b) provides standards for accessory apartments. Specifically, Section 1-338(b)(2) states that the owner of the primary dwelling unit shall occupy at least one of the dwelling units on the premises.

Since the enactment of this subsection, Worcester County held extensive public hearings, and developed standards for rental licenses. Therefore, rental units are now governed by Worcester County.

Additionally, many properties are owned by a corporation or LLC, even if it is the owner's primary residence. It is difficult, if not impossible, to determine what individual person is the owner, when the unit is owned by either a corporation or an LLC.

Respectfully submitted,



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Attorney for Sovereign II, LLC

purpose (i.e., death, relocation or recovery), the special exception shall immediately become null and void, and any buildings or structures shall be removed within three months of the change in conditions. Where removal of the buildings or structures within the specified three-month period would cause a hardship on the applicant, the Board of Zoning Appeals may grant an extension of up to twelve months for such removal.

- (3) Transient use of manufactured or mobile homes for residential purposes originally approved by the Board of Zoning Appeals prior to March 10, 1992. The Department may authorize additional one-year extensions of a special exception approval for a transient use manufactured or mobile home for residential purposes which was valid as of March 10, 1992, and which has not otherwise expired. Such extension may be granted upon formal application to the Department and such extension shall be subject to such conditions and limitations as originally imposed by the Board of Zoning Appeals.
- (c) Exemption for residential sales offices. Sales offices, including sales trailers and model homes used exclusively for the sale of improved or unimproved lots or units within the subdivision or other residential development in which the offices are located, shall be exempt from this Section; however, such offices shall be subject to the provisions of § ZS 1-325 hereof. In granting site plan approval, the Department, Technical Review Committee or Planning Commission shall place restrictions on its approval regarding the length of time which the sales office shall be considered valid.
- (d) Exemption for conservation ponds. Ponds of one acre or less in surface area for fish, wildlife, fire control, irrigation, scenic amenity, stock watering, recreation or other conservation use shall be exempt from the provisions of this Section, provided that a conservation plan has been approved by the Worcester County Soil Conservation District in accordance with pertinent review criteria and that no more than two such exemptions per property are permitted. A minimum setback of fifty feet from property lines is required, unless the pond is a cooperative effort between adjacent property owners and is to cross the mutual property line. In such cases no setback shall be required, provided that the mutual rights of access and maintenance responsibilities of such shared pond shall be described in properly witnessed and recorded cross-easements.

**§ ZS 1-338. Accessory apartments.**

- (a) Purpose and intent. It is the specific purpose and intent to allow no more than one accessory apartment per lot of record through conversion of existing residential structures or construction of new residential facilities so as to provide the opportunity and encouragement to meet the special housing needs of persons of low and moderate income as well as relatives of families currently residing in the County. It is furthermore the intent and purpose of this provision to allow the more efficient use of the County's existing housing stock in a manner consistent with land use objectives identified in the Worcester County Comprehensive Plan and to provide economic support for present resident families of limited income, while protecting and preserving property values and community character.
- (b) Standards. The following specific standards are set forth as conditions for such accessory uses:
  - (1) Accessory apartments shall only be permitted where adequate wastewater disposal capacity has been determined to be available by the County Department of Environmental Programs but, as accessory residential uses, shall not be counted against permitted density on any parcel with respect to the requirements of this Article. However, other regulations may stipulate that such accessory residential uses be considered when calculating permitted density.

- ~~(2) The owner of the residential dwelling unit in which the accessory apartment is to be located shall occupy at least one of the dwelling units on the premises.~~
- 2 ~~(3)~~ An accessory apartment may be located either in the principal dwelling unit or in an accessory building. Manufactured or mobile homes shall not be construed as an accessory apartment.
- 3 ~~(4)~~ When located within an accessory building, the building shall be located so that its entire perimeter is within one hundred feet of the principal building on the property.
- 4 ~~(5)~~ The minimum floor area for an accessory apartment within the principal building shall be five hundred square feet, but in no case shall it exceed thirty-five percent of the gross floor area, exclusive of any garage, of the dwelling in which it is located or nine hundred square feet, whichever is less. For accessory apartments located in an accessory building, the minimum floor area shall also be five hundred square feet, but in no case shall it exceed thirty-five percent of the gross floor area of the principal dwelling or nine hundred square feet, whichever is less. No accessory apartment shall contain more than two bedrooms.
- 5 ~~(6)~~ There shall be no more than one accessory apartment permitted per existing single-family dwelling.
- 6 ~~(7)~~ If an accessory apartment is located in the principal dwelling unit on the property, entry to the accessory apartment shall be designed such that the appearance of the building remains as a single-family dwelling. However, nothing herein shall be construed to require any entry to the accessory apartment to be confined to the side or rear of the structure.
- 7 ~~(8)~~ Off-street parking for the accessory apartment shall be in accordance with § ZS 1-320 hereof and shall be in addition to any other parking required for other uses on the site.

**§ ZS 1-339. Home occupations.**

- (a) Provisions governing home occupations. All home occupations shall be in accordance with the following provisions:
- (1) A home occupation may be conducted in a dwelling unit provided that such occupation shall be clearly incidental and subordinate to its use for residential purposes and not more than twenty-five percent of the gross floor area of the dwelling unit shall be used for such occupation. Alternatively, a home occupation not exceeding six hundred square feet in gross floor area may be conducted in a single accessory building except as provided in (a)(9) hereof. Any outdoor storage, including storage of equipment or vehicles, shall not exceed ~~shall not exceed~~ three hundred square feet and shall be screened in accordance with § ZS 1-322 hereof.
  - (2) All persons engaged in such occupation, except for one outside employee, shall reside on the premises.
  - (3) Nothing, other than parts or supplies used in the occupation, shall be sold or stocked on the premises except what is produced on the premises or as permitted by special exception by the Board of Appeals.
  - (4) There shall be no visible change in the outside appearance of the building or premises, except for one sign as provided in § ZS 1-324 hereof.
  - (5) The occupation shall not create noise, vibration, glare, LIGHT TRESPASS, fumes,