

AGENDA

WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863
The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

August 2nd, 2022

- | | 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 of request to hire an Emergency Communications Supervisor and certain personnel matters with human resources, receiving legal advice, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, to protect the privacy or reputation of individuals with respect to matters not related to public business, and performing administrative functions | |
| 10:00 - Call to Order, Prayer (Reverend Cynthia Bonneville), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from July 5th, 2022 Meeting | |
| 10:02 - Proclamation, August is National Child Support Awareness Month. Commendations for Years of Service: Tom Bair of Worcester County Environmental Programs and Brad Bellacicco of Shore Transit | 1 |
| 10:05 - Consent Agenda
(CDBG Waiver and FY Extension Request, Child Services Cooperative Reimbursement Agreement 2023-2025, Local Behavioral Health Authority Adolescent Clubhouse Approval, Local Management Board Bounce Back RFP, Out of State Travel Parks Request, Out of State Travel Recreation Request, Selsey Road Resiliency EP Bid Request, Public Works Dump Truck Request, Buas Mini Storage Small Project Agreement, Refuge at Windmill Creek Small Project Agreement, Ocean City Municipal Airport Small Project Agreement, Royal Farms in Ocean Pines Small Project Agreement, Nuisance Abatement Request, EMS EXACOM Refresh, WCSO and BOE Deputies at School MOU) | 2-16 |
| 10:10 - Chief Administrative Officer: Administrative Matters
(West OC Commercial Harbor Requested Bid Approval, American Rescue Plan Act Broadband Proposal, Sports Complex Environmental Site Assessment, Sports Complex Scope of Work for Rt. 50 Access, Ocean Pines Treatment Plant Bay Restoration Fee, Rural Maryland Tri-County Funding Decisions, Upcoming Board Appointments, Special Legislative Session: Introduction and Notice of Public Hearing for Bond Bill “QQ” for County Jail Phase 2, Introduction and Notice of Public Hearing for Bond Bill “RR” for Public Safety Logistical Storage Facility, Introduction and Notice of Public Hearing for Bond Bill “SS” for Stephen Decatur Middle School, Introduction and Notice of Public Hearing for Bond Bill “TT” for Refunding 2013 Taxable Bonds, Introduction and Notice of Public Hearing for Bond Bill “UU” for Refunding of 2014 Bonds, Introduction and Notice of Public Hearing for Bond Bill “VV” for Refunding of 2015 A Bonds) | 17-29 |
| 10:30 - Public Hearing: FY23 Maryland Agricultural Land Preservation Fund Applications | 30 |
| 11:00 - Questions from the Press; County Commissioner’s Remarks | |
| 11:15 - Chief Administrative Officer: Administrative Matters (if necessary) | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office
Please be thoughtful and considerate of others. ***Turn OFF all cell phones and notification during the meeting!***

DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

July 5, 2022

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 Elder, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) 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 Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, State's Attorney Kris Heiser, and Brett Davis of KW Commercial. Topics discussed and actions taken included the following: hiring Nicholas Rice as the procurement officer within County Administration and certain personnel matters receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:57 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Reverend Dale Brown of the Community Church of 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 June 21, 2022 meeting as presented.

The commissioners presented a proclamation recognizing July as National Park and Recreation Month to Worcester County Recreation and Parks (WCRP) Director Kelly Rados and others and encouraged those in attendance to learn more about county parks by visiting <https://worcesterrecandparks.org> and to get out, get active, and enjoy nature with WCRP.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-12, with the exception of item numbers 4 and 11, as follows: accepting FY23 Waterway Improvement Grants of \$250,000 for the South Point bulkhead project (Assateague side) and \$50,000 for the Public Landing retaining wall and riprap; adopting the Findings of Fact and Resolution for the amended Step 1 residential planned community

DRAFT

application for Triple Crown Estates; adopting the Findings of Fact and Rezoning Resolution No. 434 to rezone 105.12 acres of land identified on Tax Map 40 as Parcel 180 from A-1 Agricultural District to A-2 Agricultural District; approving out-of-state travel for Public Information Officer Kim Moses to attend the 2022 National Information Officers Association Conference in Clearwater, Florida and for County Attorney Roscoe Leslie to attend the International Municipal Lawyers Association (IMLA) annual conference; scheduling a public hearing on August 2, 2022 to consider 11 applications to sell easements to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY23; submitting a letter of support with an application for a National Wildlife Federation Foundation (NWFF) America the Beautiful Challenge Grant to restore coastal marsh sites; brokering a new agreement for Worcester County Recreation Center Solar Energy Renewable Credits with Solsystem, Inc.

Pursuant to the request of Sheriff's Office Lieutenant Robert Trautman and upon a motion by Commissioner Bertino, the commissioners unanimously authorized the Sheriff's Office to apply for an FY23 Police Accountability, Community, and Transparency Grant of \$379,904, with funds to help cover the cost of implementing the body-worn camera project in the Sheriff's Office. In response to questions by Commissioner Bertino, Lt. Trautman advised that the Sheriff's Office budget includes funds in the FY23 budget that will cover implementation costs in the event that they are not awarded these funds.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved bid specifications to purchase vehicles for use by various departments, as approved in the FY23 budget.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously accepted the proposal from Value Carpet One under the Sourcewell Contract pricing for phase II of a project in the Courthouse to replace carpet at a cost of \$31,412.30 and wooden base trim and paint at a cost of \$9,500. FY23 funding is available for this project.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously accepted the proposal from John Deere under the Maryland State Contract to purchase a 2022 cab tractor at \$111,155.25, with a boom attachment at \$108,273.41, for a total cost of \$219,428.66. FY23 funding is available for this project.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved the lease of a 2023 Caterpillar skid steer with attachments at a finance price of \$98,935, with a monthly lease cost of \$1,889.02 for 60 months/500 hours for a total cost of \$113,222.20. FY23 funding is available to lease this equipment.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously agreed to waive the standard bid process and accept the quoted paving price of \$95.50 per ton without mobilization, and at an additional cost of \$2.50 per ton with mobilization if needed from Allan Myers to pave 11.45 miles of County roads identified in the FY23 budget. Because fluctuating fuel costs impact the price of asphalt, Mr. Baker suggested

this course of action to lock in current pricing with Allen Myers professionals who are currently on-site completing FY22 County roadway paving projects. He advised that the prior year the County was paying \$75 per ton, while this year some jurisdictions are paying \$110 per ton due to cost fluctuations.

Pursuant to the recommendation of County Attorney Roscoe Leslie and upon a motion by Commissioner Elder, the commissioners unanimously authorized Commission President Mitrecic to sign a Tax Collection Agreement between AirBNB and the County Commissioners. Mr. Leslie stated that this is a standard agreement issued by AirBNB, which is preparing to comply with recent changes to the County Code for hotel rental tax collection, and this agreement will facilitate the collection of tax revenues.

Emergency Services Deputy Director James Hamilton met with the commissioners to review the sole bid of \$610,236 to replace the communications shelter located at the base of the Snow Hill water tank. Mr. Hamilton advised that there will also be an additional cost of approximately \$75,000 to complete work outside the scope of the bid documents. He explained that the cause behind project costs exceeding the \$400,000 budgeted to replace this critical piece of infrastructure are due to fluctuating materials and labor costs.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners unanimously accepted the sole bid for the communications shelter replacement project.

Tourism and Economic Development Director Melanie Pursel met with the commissioners to discuss potential economic development projects to include in an application for Rural Maryland Economic Development Fund grant monies totaling up to \$10 million. Ms. Pursel explained that each of the rural regional councils in the State, to include the Tri-County Council (TCC) of the Lower Eastern Shore, are eligible to receive these funds, which may only be used to help fund economic development projects that stimulate activity, private investment, and job growth, and the TCC has asked Somerset, Wicomico, and Worcester Counties each to submit priority projects totaling up to \$3.2 million to include in the TCC's grant application. She then reviewed the list of potential County projects, which include a Countywide and Ocean City indoor/outdoor sports complex, Main Street connectivity plan, dredging of the West Ocean City commercial harbor, Pathways for Economic Development feasibility study, Town of Berlin Wastewater Treatment Plant upgrade, and Snow Hill Bikeways project.

The commissioners discussed the existing list and other potential projects that could be submitted for inclusion in the TCC grant application. In response to questions by Commissioner Nordstrom regarding using the funds to run broadband fiber down MD Rt. 12 to support residential and commercial development, Chief Administrative Officer Weston Young advised that the County would be required to maintain ownership of the fiber. Information Technology Director Brian Jones advised that the County may be able to lease the fiber. Commissioner Elder stated that there are little villages in all areas of the County that could benefit from such a backbone project. Commissioner Bertino stated that Government should not be in business, the County lacks the expertise and resources to own a fiber backbone, and they should look at other projects. Commissioner Bunting stated that the list is inadequate and should be expanded to include multiple smaller projects as well.

DRAFT

Following some discussion the commissioners directed Ms. Pursel to update the project list to include small projects that support economic growth and to eliminate broadband projects, with the commissioners to review the revised list on August 2.

The commissioners recessed for 10 minutes.

Following the June 21 public hearing on how to spend \$10,154,000 in American Rescue Plan Act (ARPA) funds allocated to Worcester County, the commissioners conducted a work session to finalize plans to disburse the funds. Mr. Young provided an overview of ARPA funding, noting that the commissioners have obligated funds of \$3,487,000 to the Lewis Road sewer project, Maryland Broadband Cooperative, Talkie Grant Match, and Riddle Farm Wastewater Treatment Plant, which leaves \$6,667,000 to be designated. He further stated that the commissioners had voted to give one-time funding to County fire and EMS companies for one-time capital equipment expenses and to allocate the remaining funds to broadband. He stated that once the commissioners allocate a dollar amount toward broadband, staff will contact the three broadband vendors that are actively working to extend broadband to the unserved and underserved areas in the County – Bay County Communications, Choptank Fiber, and Talkie – and return to the commissioners with a list of proposed projects that support these goals. He suggested that all three providers may be open to a matching fund requirement, and if so they can present such a plan for the commissioners' consideration on August 2.

Following general discussion and upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to allocate ARPA funds of \$1.5 million to fire and EMS, with the fire and ambulance companies to determine where and how to allocate the funds, and to allocate the remaining funds for broadband projects in unserved areas. The commissioners further directed staff to develop a proposal to disperse the funds to be allocated for broadband, to include options for Talkie, Choptank Fiber, and Bay Country Communications to leverage these funds for projects in the County.

Commissioner Bunting expressed alarm regarding a recent letter from the Maryland Department of the Environment (MDE) stating that Worcester County Environmental Programs (WCEP) must immediately discontinue the practice of designing any part of an onsite sewage disposal system, thus stripping the County of its role as the local Approving Authority. As outlined in the letter, the application to install a conventional septic system must contain specifications of the proposed septic system design and be completed by a septic contractor, on-site wastewater professional, or other independent party not affiliated with the Approving Authority. Mr. Young stated that the Maryland Association of Counties (MACo) affiliate is pushing back against this requirement, and County staff will work with their partners to develop options for the commissioners to address this issue.

Commissioner Bertino discussed a petition submitted to the Board of Elections that seeks to add a referendum question to the November 2022 General Election ballot. If added to the ballot, this question would allow voters to decide whether to use bond funds to develop a sports complex in Worcester County. It would not include whether to purchase the Harrison property, located adjacent to Stephen Decatur High School and currently under contract for purchase by the County, for use as a sports complex. In response to questions by Commissioner Bertino, Mr.

DRAFT

Young stated that the County may not use bond funds to purchase the Harrison property because the Capital Improvement Plan states that the property will be purchased with grant funds. He advised that, if the issue goes to referendum, the voters will only be asked to vote for or against using bond funds to design and develop the property.

Following some discussion, a motion by Commissioner Bertino to cancel the contract to purchase the Harrison property for use as a sports complex failed 3-4, with Commissioners Bertino, Bunting, and Elder voting in opposition and Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in opposition.

The commissioners answered questions from the press, after which they adjourned to meet again on August 2, 2022.

TEL: 410-632-1194
 FAX: 410-632-3131
 WEB: www.co.worcester.md.us



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

PROCLAMATION

WHEREAS, we recognize August as National Child Support Awareness Month, and because providing for our children is among the most worthy of all human endeavors, it behooves us as a society to ensure that all children are provided the financial support they deserve; and

WHEREAS, Worcester County Government honors child welfare professionals in the Child Support Unit of the Division of Social Services for developing innovative approaches to assist custodial parents to receive their support and non-custodial parents to remove barriers that prevent them from paying their support.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim August as **National Child Support Awareness Month** and extend our gratitude to those whose efforts ensure the promise of a bright tomorrow for Worcester County's children.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of August, in the Year of Our Lord Two Thousand Twenty-Two.



 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

Citizens and Government Working Together

TEL: 410-632-1194
 FAX: 410-632-3131
 WEB: www.co.worcester.md.us



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

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

COMMENDATION

WHEREAS, we express our thanks to Brad Bellacicco, retired U.S. Air Force Lieutenant Colonel, for his 10 years of service to the residents of Worcester County and throughout the Eastern Shore as the director of Shore Transit; and

WHEREAS, Lt. Colonel Bellacicco oversaw the final consolidation stages of the individual transit services into Shore Transit and spearheaded the transition toward eco-friendly, propane-fueled buses, which resulted in the organization being named the Transportation Association of Maryland's Large Transit System of the Year in 2015.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Brad Bellacicco** for his years of dedicated service to Eastern Shore residents and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of August, in the Year of Our Lord Two Thousand Twenty-Two.



 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

Citizens and Government Working Together



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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Thomas “Tom” M. Bair contributed 26 years of dedicated service to Worcester County Environmental Programs (WCEP) where he began his career on July 22, 1996; and

WHEREAS, Mr. Bair’s expertise and experience have been instrumental in the overall management of WCEP. Throughout his career, he performed inspections to assure compliance with the County’s regulatory programs, including Sediment and Erosion Control, Storm Water Management, Chesapeake and Atlantic Coastal Bays Critical Area, Shoreline Construction, and Forest Conservation.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Thomas “Tom” M. Bair** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of August, in the Year of Our Lord Two Thousand and Twenty-Two.



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



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

DATA RESEARCH DIVISION

CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Joseph Parker, Deputy Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator
Date: July 19, 2022
RE: Housing Rehabilitation Program Bid Package

DTW

.....

One bid opening was held June 13, for general rehabilitation at the above referenced property. No bids were received. Subsequently, we direct solicited bids with over 10 contractors and received 2 bids:

Shoreman Construction - \$33,000.00

Poseidon Plumbing and Home Services - \$24,174.40

I am requesting that the County Commissioners review the packages and approve a waiver request for the required 3 bid minimum and direct solicitation. Additionally, since we are at the end of the grant cycle and to expeditiously proceed, I would suggest accepting the bid from Poseidon Plumbing and Home Services contingent upon the waiver approval from DHCD.

This project is proposed to be funded by the County's current housing rehabilitation grant, MD-20-CD-22. I am available to discuss these items with you and the County Commissioners at your convenience.



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 SERVICES DIVISION

August 2, 2022

Ms. Cindy Stone
Director, Office of Community Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

Dear Ms. Stone,

On behalf of the Worcester County Commissioners, I am writing to request a waiver to the CDBG program procurement policy for the following proposed project. This project and the bid results were reviewed at the Worcester County Commissioners meeting earlier today, at which the Commissioners approved this waiver request.

Edith Shockley

6905 Scotland Road, Snow Hill, MD 21863

Exception Request: 3 bid minimum and direct solicitation

One bid opening was held June 13, for general rehabilitation at the above referenced property. No bids were received. Subsequently we direct solicited bids with over 10 contractors and received 2 bids:

Shoreman Construction - \$33,000.00

Poseidon Plumbing and Home Services - \$24,174.40

For the most expeditious solution as we are at the end of our grant cycle, the Worcester County Commissioners have accepted the bid presented by _____. The project was publicly advertised for contractors in the area over a period of 6 weeks.

I would like to thank you in advance for your consideration of these requests. If you have additional questions or require clarification on the specifics of Mrs. Shockley's case, please contact me at 410-632-1200, ext. 1171 or via email at dWASHINGTON@co.worcester.md.us.

Sincerely,

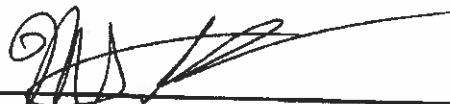
A handwritten signature in black ink, appearing to read "Davida Washington".

Davida Washington
Worcester County Housing Rehab.Coar.

Direct Solicitation per Kiera Campbell - 6/30/22 REEM2
Reid 6/30 pm

Bid Submission Checklist

- ☒ Contractor Qualification Form
- ☒ Contractor Conflict of Interest Disclosure Form
- ☒ Bid Form- on your company letterhead using Worcester format
- ☒ Scope of Work with Line Item Breakdown- all lines completed and total price
- ☒ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees
- ☒ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify
- ☒ Attended Pre-bid meeting: _____ Required X Not Required
- ☒ Signed Bid Submission Checklist


Signature

6/30/2022
Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Davida Washington at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

ITEM 2

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

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

PROJECT: EDITH SHOCKLEYDATE: 04-18-2022ADDRESS: 6905 SCOTLAND ROADSNOW HILL, MD 21863PHONE: 443-366-4752

SCOPE OF WORK

A. Remove front entrance door and storm door. Install new six panel steel insulated Energy Star approved door, like size and swing, with new builder grade lockset and dead bolt. Door to be set in new sill pan and foam sealed at jambs to eliminate air infiltration. Door jambs are to be flex sealed. Existing storm door is to be reinstalled. Install and paint new interior door casing to trim to match existing as close as possible.

B. Remove all existing windows EXCEPT the two windows at the east end that have recently been replaced. Install new energy Star approved, Low-E insulated white vinyl windows with screens. Windows can be single hung as long as all windows in bedroom areas meet current Egress Code requirements. Windows are to be installed with flex tape installed at all jambs and be foam sealed with low expansion foam at all jamb gaps to prevent air infiltration. Install and paint new interior window casing trim to match existing as close as possible

C. Remove rear sliding glass door and replace with new like size Energy Star rated, Low - E insulated white vinyl glass door unit, with a screen door. Door is to be installed in a new aluminum sill pan, with jambs flex tape sealed and all jamb gaps filled with low expansion foam to prevent air infiltration. Install and paint new interior door casing trim to match existing as close as possible.

D. Clean up and haul away all related construction debris.

E. ITEMS NOT INCLUDED IN THIS SCOPE BUT WILL BE COMPLETED FOR THIS PROJECT:

1) Bennett Termite will complete treatment for Termites/ Wood destroying insects according to quote that is attached to this document: Remove debris and haul away insulation in crawl space, fungicide wood application to exposed wood members.

2) Shore-Up will complete insulation and encapsulation in the crawl space and will be completed once the windows and doors are installed per Dorrence Reid-Dir of Weatherization (410)749-1142, ext. 1004.


PRICE: 24,174.40TOTAL PRICE: 24,174.40SIGNATURE: 

Contractor Conflict of Interest Disclosure

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

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

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

Signed: 
Date: 6/30/2022

Name: Matt Steehr (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

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

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Direct Solicitation per Kevin Campbell - 6/13 ITEM 2

Rec'd
7/5

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

Contractor STOREMAN CONSTRUCTION CO., INC.

Address 606 E. PINE STREET
DELMAR, MD 21875

Phone Number 410-896-3200

Federal I.D. or S.S. # 52-1951288

Insurance Company, Agent, & Coverages: CINCINNATI INDEMNITY COMPANY

List of Company Officers: WILLIAM C. HEARN, PD
JOHN DECARLO

List of Licenses Currently Held: 5859 10-29-2023

MHIC Number Exp. Date

N/A

MBR Number Exp. Date

93215

11-22-2023

MDE Lead Cert. Exp. Date

R-1-878 16-19-00-084

6-12-2024

EPA Lead Cert. Exp. Date

Trade References (2) DEALERS BUILDING SUPPLY

Name Phone

LOWE'S

Name Phone

Client References (2) NIBALEY 443-235-0036

Name Phone

WILSON

302-858-8212

Name Phone

Is contractor in a State of Bankruptcy? Yes No
Is contractor on HUD's debarred list? Yes No

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

Minority Business Enterprise
Women's Business Enterprise
Disadvantaged Business Enterprise
Section 3 Employer

Rec'd
7/5

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

PROPERTY OF: **Edith Shockley**
ADDRESS: **6905 Scotland Road**
Snow Hill, MD 21863
TELEPHONE: **443-366-4752**

TOTAL QUOTE: \$33,000.00

CONTRACTOR: BILL HEARN DATE: 7-2-2022
NO QUOTATIONS AFTER: May 23, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

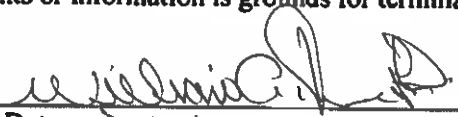
- 1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
- 2) The Contractor shall be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

Contractor Conflict of Interest Disclosure

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

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

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

Signed: 
Date: 7-2-2022

Name: WILLIAM C. HEARN, JR. (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

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



Shoreman Construction Company, Inc.

606 East Pine Street
Delmar, Maryland 21875

M.H.I.C. #5859 Since 1973

WILLIAM C. HEARN, JR.
President

TELEPHONE:
410-896-3200

PROJECT: EDITH SHOCKLEYDATE: 04-18-2022ADDRESS: 6905 SCOTLAND ROADSNOW HILL, MD 21863PHONE: 443-366-4752**SCOPE OF WORK**

A. Remove front entrance door and storm door. Install new six panel steel insulated Energy Star approved door, like size and swing, with new builder grade lockset and dead bolt. Door to be set in new sill pan and foam sealed at jambs to eliminate air infiltration. Door jambs are to be flex sealed. Existing storm door is to be reinstalled. Install and paint new interior door casing to trim to match existing as close as possible.

B. Remove all existing windows EXCEPT the two windows at the east end that have recently been replaced. Install new energy Star approved, Low-E insulated white vinyl windows with screens. Windows can be single hung as long as all windows in bedroom areas meet current Egress Code requirements. Windows are to be installed with flex tape installed at all jambs and be foam sealed with low expansion foam at all jamb gaps to prevent air infiltration. Install and paint new interior window casing trim to match existing as close as possible

C. Remove rear sliding glass door and replace with new like size Energy Star rated, Low - E insulated white vinyl glass door unit, with a screen door. Door is to be installed in a new aluminum sill pan, with jams flex tape sealed and all jamb gaps filled with low expansion foam to prevent air infiltration. Install and paint new interior door casing trim to match existing as close as possible.

D. Clean up and haul away all related construction debris.

E. ITEMS NOT INCLUDED IN THIS SCOPE BUT WILL BE COMPLETED FOR THIS PROJECT:

1) Bennett Termite will complete treatment for Termites/ Wood destroying insects according to quote that is attached to this document: Remove debris and haul away insulation in crawl space, fungicide wood application to exposed wood members.

2) Shore-Up will complete insulation and encapsulation in the crawl space and will be completed once the windows and doors are installed per Dorrence Reid-Dir of Weatherization (410)749-1142, ext. 1004.

PRICE: _____

TOTAL PRICE: \$33,000.00SIGNATURE: William C. [Signature]

PRINTED NAME: WILLIAM C. HEARN, JR.

TITLE: OWNER

COMPANY NAME: SHOREMAN CONSTRUCTION CO., INC.

ADDRESS: 606 E. PINE STREET

DELMAR, MD 21876

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

MHIC#: 5859

EXPIRATION DATE: 10-29-2023

DATE OF PROPOSAL: 7-2-2022



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 SERVICES DIVISION

August 2, 2022

Ms. Cindy Stone
Director, Office of Community Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

Dear Ms. Stone,

On behalf of the Worcester County Commissioners, I am writing to request a 6 month extension for the CDBG grant cycle MD-20-CD22 which ended 07/31/2022. There is a balance of \$66,190.62 that is earmarked for the following projects that are in progress:

De Saint Hippolyte – 204 S. Morris St., Snow Hill, MD 21863 - \$30,000

Pitts – 211 Flower St. Berlin, MD 21811 - \$17,620.00

Shockley – 6905 Scotland Road, Snow Hill, MS 21863 - \$18,570.62

If you have additional questions or require clarification on the specifics of any of the listed cases, please contact our Housing Rehabilitation Coordinator, Davida Washington, at 410-632-1200, ext. 1171 or via email at dwashington@co.worcester.md.us.

Sincerely,

Joseph Mitrecic
President

Worcester County Sheriff's Office **ITEM 3**

Matthew Crisafulli
Sheriff



Douglas Dods
Chief Deputy

TO: Kim Reynolds
FROM: Chief Deputy Douglas Dods
DATE: July 19, 2022
REF: Cooperative Reimbursement Agreement FFY 2023-2025

Attached you will find the Cooperative Reimbursement Agreement (plus one) between the Department of Social Services (Child Support) and the Worcester County Sheriff's Office.

The documents have been signed by Sheriff Crisafulli, and Roberta Baldwin, Director for Worcester County DSS. The Agreement is awaiting your review and submission to the commissioners. Upon approval and signature from Joseph M. Mitrecic, President, Worcester County Commissioners, please return to my attention.

Please note the Agreement (plus one) must be signed in **blue ink**.

Should you have any questions, please contact me.

Thank you for your attention.

"Proud to Protect, Ready to Serve"

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT

This Agreement is hereby made and entered into by and between the Department of Human Services' Child Support Administration (CSA) of the State of Maryland, hereinafter referred to as the "Department" or CSA and Worcester County, a body corporate and politic, and the Sheriff of Worcester County, hereinafter collectively referred to as the "Provider". The Provider agrees to operate a program to provide child support enforcement services in accordance with the federal Department of Health and Human Services (HHS) approved State Plan under Title IV-D of the Social Security Act and the Cooperative Reimbursement Agreement Application and Terms and Conditions, which are included herein and made a part of this Agreement.

This Agreement shall be effective from October 1, 2022 through September 30, 2023.

Total Cost:	\$ <u>49,220</u>
Less Administrative Fee Retained by the Department:	\$ <u>1,859</u>

This Agreement shall be effective from October 1, 2023 through September 30, 2024.

Total Cost:	\$ <u>49,220</u>
Less Administrative Fee Retained by the Department:	\$ <u>1,859</u>

This Agreement shall be effective from October 1, 2024 through September 30, 2025.

Total Cost:	\$ <u>49,220</u>
Less Administrative Fee Retained by the Department:	\$ <u>1,859</u>

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION

COOPERATIVE REIMBURSEMENT AGREEMENT
APPLICATION

<i>Name of Provider:</i> <u>Worcester County Sheriff's Office</u>		
<i>Address:</i> <u>1 W. Market Street, Room 1001</u>		
<i>City:</i> <u>Snow Hill</u>	<i>State:</i> <u>Maryland</u>	<i>Zip Code:</i> <u>21863</u>
<i>Federal I.D. #:</i> <u>52-6001064</u>		
<i>Program Supervisor:</i> <u>Lt. Bethany Ramey</u>		<i>Phone No.:</i> <u>(410) 632-1111 ext. 2294</u>
<i>Additional Phone No.:</i> () -		<i>Fax No.:</i> <u>(410) 632-5619</u>
<i>Email address:</i> <u>bramey@co.worcester.md.us</u>		

PART I - PROVIDER'S CERTIFICATION

Application is hereby made to the CSA for approval of a program to provide child support services in accordance with the HHS approved State plan under Title IV-D of the Social Security Act.

Joseph M. Mitrecic, President Worcester County Commissioners

Typed Name and Title of Chief Executive (County Executive; Chairman, Board of County Commissioners; Mayor; or their Designee)

Signature of Chief Executive

Date

Matthew Crisafulli, Worcester County Sheriff

Typed Name and Title of Program Director (Sheriff or Designee)



Signature of Program Director

07-05-22
Date

PART II.

LOCAL CHILD SUPPORT AGENCY REVIEW

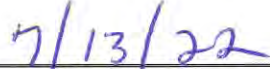
I have reviewed the contents of this Cooperative Reimbursement Agreement Application prepared by the Worcester County Office and certify that it meets the child support requirements for the Child Support Agency for Worcester County. (*County/City*)

Roberta Baldwin, Director for Worcester County DSS

Typed Name and Title



Signature



Date

PART III - PROGRAM NARRATIVE

Services Provided Requirements:

Listed below are the categories of services and participation required by the Sheriff's Office in providing services for the local child support office. The detailed requirements are included on Pages 5 through 7 and the supporting Addenda.

- A. Service of Process
- B. Execution of Writs, Warrants and Body Attachments
- C. Participation in Departmental Initiatives
- D. Staff Development and Training
- E. Collaboration and Coordination Meetings
- F. Customer Service
- G. Service of Administrative Subpoenas
- H. Location/Relocation Services
- I. Security Services

PART III - PROGRAM NARRATIVE (Cont.)

A. Service of Process

Process shall be served in conformity with the Maryland Annotated Code and the Maryland Rules of Court. If process is served on an incarcerated defendant, the Sheriff shall arrange for the defendant's presence at all required court hearings. If necessary, the Sheriff shall communicate with the local child support office so that a writ of habeas corpus is issued directing the relevant county to produce the defendant for court appearances. **The Sheriff's Office must maintain a copy of the Summons served to be forwarded with each quarterly expenditure report for verification of payment.**

Unless it is determined that the address provided is invalid, a minimum of three (3) attempts at service will be made prior to a disposition of non-est. The Deputy will return the disposition to the issuing authority within three (3) days after service or non-est. Non-est summons will include all information on location/relocation attempts.

B. Execution of Writs, Warrants and Body Attachments

Writs and warrants shall be executed in conformity with the Maryland Annotated Code and the Maryland Rules of Court. The Sheriff shall enter open or active writs/warrants into the Civil Maryland Interagency Law Enforcement System. The Sheriff will coordinate with any other foreign county's sheriff's office to effect the speedy execution of all writs, warrants, and body attachments.

If the subject is incarcerated in a local correctional facility and there is an outstanding child support writ, the writ will be executed and the subject taken for a bond hearing. All money collected will be turned over to the local child support office or the Clerk's Office.

The Sheriff shall forward copies of all warrants quashed by the court to the Child Support Unit of the Sheriff's Office, and the Sheriff shall keep a record of all such warrants at the Sheriff's Office. The Sheriff shall review all writs/warrants periodically in an attempt to locate the subject. **The Sheriff's Office must maintain a copy of all Warrants executed to be forwarded with each quarterly expenditure report for verification of payment.**

C. Participation in Departmental Initiatives

The Sheriff's Office shall participate in the Department initiatives described in Addendum A (attached) that are geared toward establishment and enforcement of support as negotiated between the local child support office and the Sheriff's Office.

In that Addendum, describe each initiative and include in the description the process that will be used for documenting and tracking activities.

D. Staff Development and Training

1. At the Sheriff's request, training will be provided. Please contact your CSA Contract Manager to arrange.

2. Child Support Program Policy and Child Support Enforcement System (CSES) System Releases: The Sheriff shall require employees who provide services under this contract to review all Circular letters, memoranda and other information released by the Child Support Administration related to child support program policy and automated system enhancements and changes, to include participation in all relevant statewide conference calls about releases of CSES enhancement migrations.
3. The provider shall forward documentation of completion of all required training to the CSA Contract Manager for this contract (i.e., certificate of completion or sign-in sheets).

E. Collaboration and Coordination Meetings

The Sheriff's Office shall participate in periodic meetings with the Worcester County DSS and/or other partners for the purpose of collaboration and coordination. The Sheriff shall maintain copies of meeting agendas and minutes.

F. Customer Service

Provide in Addendum B (attached) the name(s) and contact information of person(s) who will serve as liaison(s) with CSA for Customer Service Issues.

OPTIONAL SHERIFF'S SERVICES: - Please check all that apply.

☒ **G. Service of Administrative Subpoenas**

Administrative subpoenas will be served in the same manner as service of process and in accordance with the rules, regulations and timeframes as outlined by local law enforcement practices, the Annotated Code of Maryland, and the Maryland Rules of Court.

☒ **H. Location Services/Relocation Services**

Upon request, the Office of the Sheriff will begin an investigation to locate the non-custodial parent's address, employment and/or assets in accordance with existing federal and CSA policy and procedures.

☒ **I. Security Services**

The Sheriff's Office shall provide security services to include but not be limited to the following (check all that apply):

- ☐ Provide security at the local Department of Social Services
- ☒ Provide security at the courthouse inside the courtroom
- ☐ Transport prisoners to and from local correctional facilities
- ☐ Provide security for local child support office employees when transporting funds from the courthouse to the local office

☐ Other (list): .

PART IV TRANSPARENCY ACT REPORTING

In Addendum C (attached), the Transparency Act reporting is to be completed by the Department's awarding Program when developing agreements, and one is to be completed by sub-awardees at the time of award. These forms are now required Department procurement documents for all federally-funded contracts and agreements of \$25,000 or more. The federal government enacted the Federal Funding Accountability and Transparency Act (FFATA) that requires reporting by prime awardees of first-tier sub-awards of \$25,000 or more. The Department is the prime awardee of various federal grants, and therefore the Department's procedures for FFATA reporting have been formulated and added to the Administrative Procedures Manual.

Actual Transparency Act reporting by the Department via the federal FFATA Subaward Reporting System (FSRS) will be performed centrally by Budget and Finance. Sub-award reporting is required by the end of the month following the month of award, and the information will be displayed on www.USASpending.gov associated with the prime award.

PART V Annual Internal Revenue Service (IRS) Employee Awareness

The Provider must comply with all IRS standards for safeguarding federal tax information and complete the required IRS Safeguarding training referenced in Addendum D (attached).

Contract No. CSA/CRA/23-044

In witness whereof, the Parties have executed this Agreement on or before the date first set forth herein:

ATTEST:

Lacey Fulton
Witness Signature

FOR THE PROVIDER:

[Signature]
Signature – Program Director

Matthew Crisafulli, Worcester County Sheriff
Name and Title of Program Director

07-05-22 (Date Signed)

Witness Signature

Signature – Program Director

Joseph M. Mitrecic, Worcester County
Commissioners President
Name and Title of Chief Executive

(Date Signed)

Witness Signature

Signature

Kevin P. Guistwite
Executive Director
Child Support Administration

(Date Signed)

This Agreement Approved as to Form and Legal Sufficiency by the Office of the Attorney General:

Assistant Attorney General

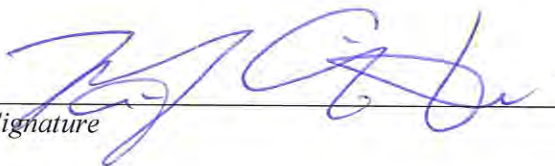
Date Signed

CERTIFICATION REGARDING LOBBYINGCertification for Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

Worcester County Sheriff's Office
Agency/Organization

Sheriff

Title

07-05-22

Date

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

ADDENDUM A

Subject: Part III.

Participation in Departmental Initiatives:

This addendum is to provide information on the above referenced subject. This addendum is not to be merged into the main agreement:

The PROVIDER shall participate in the DEPARTMENT'S initiatives described in this Addendum, which are geared toward establishment and enforcement of support as negotiated between the local child support office and the PROVIDER. Describe each initiative in the space below. If additional space is required please attach additional pages. **Include in the description the process that will be used for documenting and tracking activities:**

The Worcester County Sheriff's Office receives warrants from both circuit and district court. The warrants are entered into the Maryland Telecommunications Enforcement Resources System. (METERS) Warrants are assigned to deputies in the Record Management System (RMS) for service. Warrant service attempts are logged by Emergency Services.

The Worcester County Bureau of Support will continue working on the Warrant Resolution and Apprehension Program. (WRAP) The purpose of this program is to decrease the number of outstanding warrants and body attachments for non-custodial parents by heightening public awareness. The program will be assigned to child support staff members in charge of Special Projects.

Possible program activities may include posting non custodial parents information and/or photographs on bulletin boards, posters, newspapers, and television screens in the Child Support Office lobby. The child support employee will keep regular contact with the Worcester County Sheriff's Office to obtain additional information and/or photographs of non-custodial parents. The Sheriff's Office personnel will work with this child support employee to share information and provide any updates regarding these warrant cases.

Since the WRAP program was initiated in Worcester County, we have seen a decline in aging warrants and body attachments. The program has provided information which has lead to apprehension of individuals.

STATE OF MARYLAND
 DEPARTMENT OF HUMAN SERVICES
 CHILD SUPPORT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

ADDENDUM B

Subject: Part III.

Customer Service:

This addendum is to provide information on the above referenced subject.

Provide the name(s), direct access telephone number(s) and e-mail address(es) of employees responsible for serving as a liaison with the CSA for Customer Service issues:

	Liaison Name	Direct Phone Number	Email Address
Primary Liaison	Renee Reid/DDS	410-677-6932	renee.reid2@maryland.gov
Backup Liaison	Tracey Fulton	410-632-1111 ext. 2251	tfulton@co.worcester.md.us
Backup Liaison	Dasameka Johnson	410-632-1111 ext. 2261	djohnson@co.worcester.md.us

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

Addendum C

Subject: Part IV.

This addendum is to provide the information requested in PART IV. PROGRAM PERSONNEL.

A. POSITION LIST:

For each title or classification, provide the number of positions, position identification number(s), and a brief job description that details each positions' duties and responsibilities. This is mandatory for all full- and part-time positions funded under this contract. Justification for new positions must be included in this section.

N/A

B. TABLE OF ORGANIZATION

Submit a table of organization depicting each personnel position included in this contract. The table of organization must show the lines of authority, functional units, position titles or classifications, and position identification numbers.

N/A

C. DOCUMENTATION OF SALARY COSTS

The Provider must show the basis used to determine the budgeted salary costs (i.e., payroll records, pay scale or system generated reports) and attach the documentation.

N/A

D. DOCUMENTATION OF FRINGE BENEFIT COST

The Provider must show the methodology used to determine the fringe benefit cost (i.e., percentage of salary if used, flat rate or a breakout of explanation in an excel spreadsheet).

N/A

E. DOCUMENTATION OF INDIRECT COST

ITEM 3

A current (within 3 years) cost allocation plan must be on file with CSA or submitted with the CRA Application. Approval of indirect costs will be made consistent with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Provider must show the methodology used to determine the indirect cost (example: percent of total salary, fringe times the indirect cost percentage).

N/A

MARYLAND DEPARTMENT OF HUMAN SERVICES
Transparency Act Data Collection and Certification Form

ADDENDUM D

Contract/Agreement (to be completed by DHS Program):

Contract/Agreement/Project Name: Cooperative Reimbursement Agreement (CRA)

Place of Performance: Worcester County Sheriff's Office

Place of Performance Congressional District: 1

Contract/Agreement Number: CSA/CRA/23- 044 Start Date: 10/1/2022

Amount by Fund
Source:

	Maximum Amount to be Paid by DHS	Total Local Program Cost
FFY 2023	\$30,626	\$16,735
FFY 2024	\$30,626	\$16,735
FFY 2025	\$30,626	\$16,735

Sub-Awardee:

Unique Entity Identified (UEI) Number: KEA9KRV8GPG3

Entity Name: Worcester County Sheriff's Office

Location: One West Market ST, Room 1103 Snow Hill, Maryland 21863

Location Congressional District: 1 Worcester County

QUESTION (see 2 C.F.R. §170.110(b)):

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI number you provided belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

☐ YES or ☒ NO

If no, stop here. Sign and date form on next page.

If yes, answer the following question:

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number you provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ YES or ☐ NO

If yes, stop here, sign and date the form.

If no, provide the name and total Compensation for each of the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI number you provided belongs) for the preceding completed fiscal year.

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____

Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Officer Signature:  Date: 07/05/2022

Printed Name and Title Bethany Ramey, Lt. Worcester County Sheriff's Office

COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION
Addendum E

**Safeguarding of Information from the United States Internal
Revenue Service and Employee Awareness Acknowledgements**

A. PERFORMANCE

In performance of the Cooperative Reimbursement Agreement (hereinafter contract), the Provider agrees to comply with and assume responsibility for compliance by its employees with the following requirements related to general and technology services:

- (1) All work will be performed under the supervision of the Provider or the Provider's responsible employees.
- (2) The Provider and the Provider's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in Internal Revenue Service (IRS) Publication 1075 and Child Support Administration (CSA) policy.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Provider is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) The Provider certifies that the data processed during the performance of this contract will be completely purged from all data storage components of its computer facility, and no output will be retained by the Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to CSA or its designee. When this is not possible, the Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide CSA or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS and CSA.
- (9) The Provider will maintain a list of employees who are authorized access. Such list will be provided to CSA and, upon request, to the IRS reviewing office.
- (10) CSA will have the right to void the contract if the Provider fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of the Provider to whom returns or return information is or may be disclosed shall be notified in writing by the Provider that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. The Provider shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These civil and criminal penalties apply even if the unauthorized disclosures were made after his/her employment with the Provider is terminated. These penalties are prescribed by Internal Revenue Code (IRC) §§ 7213 and 7431 and set forth at 26 Code of Federal Regulations (C.F.R.) § 301.6103(n)-1.
- (2) Each officer or employee of the Provider to whom returns or return information is or may be disclosed shall be notified in writing by the Provider that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Provider shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of: the greater of either \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable, or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure; plus, in the case of a willful inspection or disclosure or a disclosure that is the result of gross negligence, punitive damages, the costs of the action, and the plaintiff's attorney's fees may be awarded. These civil and

criminal penalties apply even if the unauthorized disclosure was made after his/her employment with the Provider is terminated. These penalties are prescribed by IRC §§ 7213A and 7431 and set forth at 26 C.F.R. § 301.6103(n)-1.

- (3) Additionally, it is incumbent upon the Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code (U.S.C.) § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 U.S.C. § 552a(m)(1), provides that any officer or employee of a contractor who, by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who, knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) CSA will not grant Provider and its employees access to FTI until the Provider has certified that each individual who will have access to FTI understands CSA's security policy and procedures for safeguarding IRS information. The Provider and its employees must maintain their authorization to access FTI through annual recertification. The Provider must document each individual's initial certification and recertification and provide proof of same to CSA. As part of the certification and at least annually afterwards, the Provider must advise its employees of the provisions of IRC §§ 7431, 7213, and 7213A (see pages 5 through 7 of this Addendum). The training provided by Provider before the initial certification and annually thereafter must also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the employee or office must sign, either with ink or electronic signature, a confidentiality statement certifying his/her understanding of the security requirements.

C. INSPECTION

The IRS and CSA, with 24 hour notice, shall each have the right to send its inspectors into the offices and plants of the Provider to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. CSA's and the IRS' rights of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Provider is found to be noncompliant with contract safeguards.

**Annual Internal Revenue Service (IRS)
Employee Awareness Acknowledgement**

At least annually, the Provider will advise its employees who have access to Federal Tax Information (FTI) of the provisions of:

- IRC § 7213, which makes the unauthorized disclosure of Federal returns or return information a crime that may be punishable by up to a \$5,000 fine, five (5) years' imprisonment, or both, plus the costs of prosecution;
- IRC § 7213A, which makes the unauthorized inspection of Federal returns or return information a crime that may be punishable by up to a \$1,000 fine, one year's imprisonment, or both, and the costs of prosecution; and
- IRC § 7431, which permits a taxpayer to bring suit for unauthorized inspection or disclosure against an individual officer or employee in a United States District Court. The taxpayer may be entitled to the greater of \$1,000 per occurrence or the taxpayer's actual damages, plus the costs of the action and the taxpayer's attorney's fees. If the employee's actions were willful or the result of gross negligence, the taxpayer may also be entitled to punitive damages.

The relevant portions of each of the above-listed statutes has been included on pages 5 through 7 of this Addendum.

Each employee with access to FTI must sign a confidentiality statement certifying his or her understanding of the security requirements and the penalty provisions. That confidentiality statement must expressly provide that the employee understands:

- the penalty provisions of IRC §§ 7213, 7213A, and 7431;
- that these civil and criminal penalties apply even if the unauthorized disclosures were made after his or her employment with the Provider is terminated; and
- that, upon discovering a possible improper inspection or disclosure of FTI, including breaches and security incidents, the employee must follow the proper incident reporting requirements to ensure the Treasury Inspector General for Tax Administration ("TIGTA") and the IRS Office of Safeguards are notified of a possible issue involving FTI.

I understand and agree to the above requirements.

Renee Reid

Provider Supervisor (Print)

Renee Reid

Provider Supervisor Signature

6-27-22

Date

IRC § 7213. UNAUTHORIZED DISCLOSURE OF INFORMATION**(a) RETURNS AND RETURN INFORMATION-**

- (1) **FEDERAL EMPLOYEES AND OTHER PERSONS** – It shall be unlawful for any officer or employee of the United States or any person described in [IRC] section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in [IRC] section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
- (2) **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in [IRC] section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of [IRC] section 6103 or under [IRC] section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.
- (3) **OTHER PERSONS** – It shall be unlawful for any person to whom any return or return information (as defined in [IRC] section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.
- (4) **SOLICITATION** – It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in [IRC] section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.
- (5) **SHAREHOLDERS** – It shall be unlawful for any person to whom a return or return information (as defined in [IRC] section 6103(b)) is disclosed pursuant to the provisions of [IRC] section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

....

IRC § 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**(a) PROHIBITIONS-**

- (1) **FEDERAL EMPLOYEES AND OTHER PERSONS** - It shall be unlawful for -
 - (A) any officer or employee of the United States, or
 - (B) any person described in subsection (l)(18) or (n) of [IRC] section 6103 or an officer or employee of any such person,
 willfully to inspect, except as authorized in this title, any return or return information.

- (2) **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of [IRC] section 6103 referred to in [IRC] section 7213(a)(2) or under [IRC section] 6104(c).

(b) PENALTY –

- (1) **IN GENERAL** - Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.
- (2) **FEDERAL OFFICERS OR EMPLOYEES** - An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) DEFINITIONS - For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by [IRC] section 6103(b).

IRC § 7431. CIVIL DAMAGES FOR UNAUTHORIZED INSPECTION OR DISCLOSURE OF RETURNS AND RETURN INFORMATION

(a) IN GENERAL-

- (1) **INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES** – If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of [IRC] section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.
- (2) **INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED STATES** – If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of [IRC] section 6103 or in violation of [IRC] section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) EXCEPTIONS – No liability shall arise under this section with respect to any inspection or disclosure -

- (1) which results from a good faith, but erroneous, interpretation of [IRC] section 6103, or
- (2) which is requested by the taxpayer.

(c) DAMAGES - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of –

- (1) the greater of –
- (A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
- (B) the sum of –
- (i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus
- (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus
- (2) the costs of the action, plus
- (3) in the case of a plaintiff which is described in [IRC] section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees

may be awarded only if the plaintiff is the prevailing party (as determined under [IRC] section 7430(c)(4)).

(d) PERIOD FOR BRINGING ACTIONS – Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE – If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of –

- (1) paragraph (1) or (2) of [IRC] section 7213(a),
- (2) [IRC] section 7213A(a), or
- (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code,

the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure. The Secretary shall also notify such taxpayer if the Internal Revenue Service or a Federal or State agency (upon notice to the Secretary by such Federal or State agency) proposes an administrative determination as to disciplinary or adverse action against an employee arising from the employee's unauthorized inspection or disclosure of the taxpayer's return or return information. The notice described in this subsection shall include the date of the unauthorized inspection or disclosure and the rights of the taxpayer under such administrative determination

(f) DEFINITIONS – For purposes of this section, the terms “inspect”, “inspection”, “return”, and “return information” have the respective meanings given such terms by [IRC] section 6103(b).

(g) EXTENSION TO INFORMATION OBTAINED UNDER [IRC] SECTION 3406 – For purposes of this section –

- (1) any information obtained under [IRC] section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and
- (2) any inspection or use of such information other than for purposes of meeting any requirement under [IRC] section 3406 or (subject to the safeguards set forth in [IRC] section 6103) for purposes permitted under [IRC] section 6103 shall be treated as a violation of [IRC] section 6103.

For purposes of subsection (b), the reference to [IRC] section 6103 shall be treated as including a reference to [IRC] section 3406.

(h) SPECIAL RULE FOR INFORMATION OBTAINED UNDER [IRC] SECTION 6103(k)(9) – For purposes of this section, any reference to [IRC] section 6103 shall be treated as including a reference to [IRC] section 6311(e).

**CHILD SUPPORT ADMINISTRATION
IRS SAFEGUARD/YEARLY EMPLOYEE CERTIFICATION TRACKING**

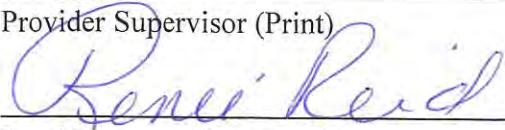
The IRS requires any external agency that is an authorized recipient of Federal Tax Information (FTI) to establish procedures to provide adequate FTI protection. Therefore, Title 07, Subtitle 01, Chapter 07, Section 10 (07.01.07.10) of the Code of Maryland Regulations (COMAR) provides that a court may find that unauthorized disclosure of confidential information is a criminal offense punishable by 90 days imprisonment, a fine of up to \$500, or both, and may also result in civil liability for damages. All staff with access to FTI are required to review the Disclosure Awareness Training video at least annually via the following website: <https://umd.ispringlearn.com/>. In order to have access to the video, please complete the chart on the following page.

Should you encounter a problem with the video prompts or certification process, or should you have additional questions, please do not hesitate to contact your CSA Contract Manager.

I understand and agree to the above requirements.

Renee Reid

Provider Supervisor (Print)



Provider Supervisor Signature

6-27-22

Date

ITEM 3

Please fill out the form below, including the name of **all employees** covered under the agreement, whose positions are set forth in the Position List section of Addendum C. Indicate next to each name whether the specified employee has access to CSES, CSMS and/or FTI.

Local CRA/Vendor Office: Worcester County Sheriff's Office
 Supervisor's Email Address: renee.reid2@maryland.gov

#	Employee's Name	Does Employee have CSES and/or CSMS access? (If so, include RX #)	Does Employee have FTI access?	Employee's Email Address
1	Tracey Fulton	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes – RX#: B233	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	tfulton@co.worcester.md.us
2	Dasameka Johnson	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes – RX#: D233	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	djohnson@co.worcester.md.us
3		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
4		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
5		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
6		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
7		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
8		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
9		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
10		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	

ITEM 3

11		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
12		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
13		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
14		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
15		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
16		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
17		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
18		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
19		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	
20		<input type="checkbox"/> No <input type="checkbox"/> Yes – RX#:	<input type="checkbox"/> No <input type="checkbox"/> Yes	

Completed By: Tracey Fulton

Date: 07/13/22

E-Mail: tfulton@co.worcester.md.us

Phone #: 410-632-1111

COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION Addendum F

Uniform Guidance for Federal Awards

The Federal Office of Management & Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance for Federal Awards") requires CSA to monitor the PROVIDER'S compliance with the Uniform Guidance for Federal Awards' requirements. Please have an authorized employee for the PROVIDER **check only one** of the following, attach appropriate documentation if required, and certify the PROVIDER'S status by signing at the bottom.

☐ We have not yet completed our single audit for the fiscal year ending 20___. We expect our audit to be completed on ___/___/___ (mm/dd/yyyy) and will provide you with a copy within 30 days of completion. If the audit notes material weaknesses, material instances of non-compliance, or findings related to the sub-award(s) from CSA, we will also enclose a copy of our responses and corrective action plan.

☐ We have completed our single audit for the fiscal year ending 20___. Enclosed please find a copy of our independent auditor's FY 20__ report on Federal Awards in accordance with the Uniform Guidance for Federal Awards. If the audit notes material weaknesses, material instances of non-compliance, or findings related to the sub-award(s) from CSA, we will also enclose a copy of our responses and corrective action plan.

☐ We are not subject to a single audit because either (select one):

☐ we did not expend \$750,000 or more in federal funds; or

☐ for other reasons (attach explanation).

Enclosed please find a copy of our audited financial statements or end-of-year financial statements for the time period in question, with documentation of our accounting compliance standards and internal controls.

☒ Our audit is available on the Internet at the URL listed below:

http:// <http://www.co.worcester.md.us/departments/treasurer/reports>

CSA requires sub-recipients to submit copies of annual financial and/or accounting compliance documentation even in the absence of findings relating to CSA grants or when sub-recipients are exempt from the Uniform Guidance for Federal Awards.

Signature: Kim Reynolds Date: 7/11/22
Name: Kim Reynolds Title: Senior Budget Accountant
Phone: 410-632-1194 Email: Kreynolds@co.worcester.md.us

Contract No.: CSA/CRA/23-044

COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION Addendum G

BACKGROUND CHECK

Security Clearance / Criminal Background Check

The Provider shall obtain from each prospective employee and subcontractor a signed statement permitting a criminal background and citizenship/residency check.

For each individual performing services under the Contract, who has access to Federal Tax Information (FTI), the Child Support Enforcement System (CSES) and or the Child Support Management System (CSMS) the Provider shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, which shall include at a minimum:

- FBI fingerprinting;
- A check of local law enforcement agencies where the subject has lived, worked and/or attended school within the last 5 years (and, if applicable, information from the appropriate agency regarding any identified arrests); **and**
- A citizenship/residency check to verify eligibility to legally work in the United States, to include the completion of USCIS Form I-9 and, for new employees, verification of status and documentation through E-Verify within three days of the I-9's completion. The Provider must document and monitor any employee or subcontractor with expiring employment eligibility for continued compliance.

This criminal background check may be performed by a public or private entity and is done at the Provider's expense. A criminal background check shall be completed prior to any employee or subcontractor of Provider providing services or accessing the Department's data or any FTI (including but not limited to electronic data and/or paper files).

The CJIS criminal record check of each employee/subcontractor who will work on this Contract shall be reviewed by the Provider. Conviction for any offense(s) listed in Section K. 204.9(h) of the CSA Program Policy Manual shall constitute a bar to employment under this Agreement.

The Provider shall complete a Background Investigation Results Form (page 3 of this Addendum) for each employee and/or subcontractor covered under this Agreement, certifying to CSA that either (1) that the named employee does **not** have access to CSES, CSMS and or FTI, and therefore no background check is required; or (2) the appropriate background checks have been performed. **The Provider shall complete a Background Investigation Results Form for all employees listed in the Position List contained in Addendum C and/or in the employee chart contained in Addendum E.**

The Results Form must be received by the State Project Manager prior to such employee or subcontractor receiving access to CSES and or CSMS. **Criminal background checks or reinvestigations must be conducted on all employees and subcontractors with FTL, CSES and/or CSMS access working under this Agreement every three (3) years from the date of the previous background investigation.**

The Provider shall not employ any person who has been found guilty of any of the crimes listed in Section K. 204.9(h)¹ of the CSA Program Policy Manual, or similar crimes, within the last three (3) years, regardless of whether the person was granted probation before judgment. For guilty findings older than three (3) years, the Provider shall have the discretion on hiring decisions based on the age and circumstances of the underlying events leading to the guilty finding. CSA, however, reserves the right to reject any of Provider's employees or subcontractors that it determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this Agreement and CSA policy.

¹ Section K. 204.9(h) of the CSA Program Policy Manual prohibits access to CSES, CSMS and/or FTL if an employee has been convicted of theft, larceny, burglary, robbery, fraud, identity theft, illegal credit card use of another, and any other crime involving fraud, deceit, or dishonesty, with a potential for financial gain for the individual or for the benefit of another, or any crime with a direct link to the individual's specific job functions within the Department.

Contract No.: CSA/CRA/23- 044

BACKGROUND INVESTIGATION RESULTS FORMComplete a separate form for every employee covered under the CRAName of Provider: Worcester County Sheriff's OfficeName of employee covered under this Agreement: Dasameka JohnsonThis employee is a (select one): ☒ New Hire ☐ Existing Employee

This employee (select one):

☐ does not have CSES/CSMS/FTI access – if this option is selected, no further background check is required. Please sign and date the bottom of the form.☒ has access to CSES/ CSMS/FTI – if this option is selected, complete the background checks below.Citizenship/Residency Check Results:

- ☒ Legally authorized to work in the United States
- ☒ I-9 completed
- ☒ E-Verify completed (new hires only)

Criminal History Background Check Results:Date employee was last fingerprinted: 6/8/2022

Select One:

- ☒ Individual has never been found guilty of an offense that conflicts with CSA policy
- ☐ Individual has been found guilty of an offense that conflicts with CSA policy; but the guilty finding is from more than three years ago and the individual has been hired, **subject to the Department's approval, based on the following justification:**

Dep. Jen DeGiovanni

Signature of Provider's Authorized Representative

6/23/22

Date

Dep. Jen DeGiovanni

Printed Name of Provider's Authorized Representative

Contract No.: CSA/CRA/23-044

BACKGROUND INVESTIGATION RESULTS FORMComplete a separate form for every employee covered under the CRAName of Provider: Worcester County Sheriff's OfficeName of employee covered under this Agreement: Tracey FultonThis employee is a (select one): ☐ New Hire ☒ Existing Employee

This employee (select one):

☐ does not have CSES/CSMS/FTI access – if this option is selected, no further background check is required. Please sign and date the bottom of the form.☒ has access to CSES/ CSMS/FTI – if this option is selected, complete the background checks below.Citizenship/Residency Check Results:☒ Legally authorized to work in the United States☒ I-9 completed☐ E-Verify completed (new hires only)Criminal History Background Check Results:Date employee was last fingerprinted: 6/23/22

Select One:

- ☒ Individual has never been found guilty of an offense that conflicts with CSA policy
- ☐ Individual has been found guilty of an offense that conflicts with CSA policy; but the guilty finding is from more than three years ago and the individual has been hired, subject to the Department's approval, based on the following justification:

Dep. Jen DeGiovanni
 Signature of Provider's Authorized Representative

6/23/22
 Date

Dep. Jen DeGiovanni #0242
 Printed Name of Provider's Authorized Representative

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ENFORCEMENT ADMINISTRATION
COOPERATIVE REIMBURSEMENT AGREEMENT
TERMS AND CONDITIONS

COURT AND LAW ENFORCEMENT AGENCIES

A representative for the Provider must review all information contained herein, initial the bottom right corner of each page, and sign and date the final page certifying that the Provider agrees to be bound by the Terms and Conditions contained in this document.

I. PROGRAM AND SERVICES TO BE PROVIDED

- A. Subject to the continuing availability of Federal and local funding, the PROVIDER shall provide the program for the establishment of paternity and the establishment, modification, enforcement, and recovery of child support payments from non-custodial parents of children (PROGRAM) in accordance with the plan fully described in the Cooperative Reimbursement Agreement (CRA) application (together with the Addenda and these Terms and Conditions, the "Agreement"), which is incorporated herein.

The PROGRAM shall be subject to the supervision of the DEPARTMENT OF HUMAN SERVICES (DEPARTMENT) to include the Child Support Administration (CSA) and Local Department of Social Services or local office of child support enforcement and shall be in compliance with such rules and regulations as the DEPARTMENT may adopt covering operation of the PROGRAM. Supervision will consist of but not be limited to compliance reviews, case record reviews, statistical analysis, audits, monitoring of operational systems and procedures and any other reviews deemed necessary by CSA or other appropriate actions consistent with the Uniform Interstate Family Support Act.

- B. The PROVIDER shall provide child support enforcement services for CSA in all legal and equitable actions available under Maryland Law, including but not limited to proceedings under the Uniform Interstate Family Support Act, regardless of whether Maryland is the initiating or the responding State.

In accordance with Md. Code Ann., Fam. Law §10-109, any action brought by any court or law enforcement agency to establish the legal obligation for child support for parents who have not received Temporary Cash Assistance (TCA) must be preceded by an approved application for services obtained by the local Department of Social Services or the local office of child support enforcement or other appropriate actions consistent with the Uniform Interstate Family Support Act.

- C. Sections 6-103.1 and 6-103.2 of the Courts and Judicial Proceedings Article of the Maryland Code Annotated permit Maryland courts to exercise personal jurisdiction over non-resident defendants in child support and paternity proceedings.

J4

Provider's Initials

II. MODIFICATION AND TERMINATION

Both PARTIES hereby acknowledge the possibility of substantial changes in State and/or Federal regulations or laws applicable to the Cooperative Reimbursement Agreement and expressly agree to renegotiate and amend the Agreement as necessary to comply with such changes. The Agreement represents the complete and final understanding of the PARTIES, and no other understandings or representations, oral or written, regarding the subject matter of the Agreement shall be deemed to exist or bind the PARTIES hereto, except that:

A. Reductions and/or Increases in Federal Funding

Reductions and/or increases in Federal funding during the term of this contract may be passed on to the PROVIDER at the sole discretion of the DEPARTMENT.

B. Budget Adjustments

Adjustments of funds between budget categories (line item changes) must receive written approval by the DEPARTMENT. Adjustments that do not affect the total authorized funding, and are consistent with the objectives of the Agreement, do not require an amendment to the Agreement.

C. Alteration of Agreement

The PARTIES expressly reserve the right to alter, vary, modify or waive any provision of the Agreement, provided that such alteration, variation, modification, or waiver shall be valid only when reduced to a writing which has been duly signed by each and every signator to the original of the Agreement or his successor in office and attached to the original of the Agreement.

D. Early Termination

The PARTIES may mutually agree in writing to an earlier termination at any time, or the DEPARTMENT, in its sole discretion, may serve upon the PROVIDER a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of PROVIDER's receipt of such notice.

Upon thirty (30) days written notice to the PROVIDER, the DEPARTMENT may terminate the Agreement at any time if it determines that PROVIDER's failure to perform adequately places the State in jeopardy of a fiscal sanction as described in Section V of these Terms and Conditions. Such determination shall be based upon reports, audits, and monitoring in accordance with Sections IV.A, IV.B, IV.C and IX.D of these Terms and Conditions.

III. COST AND EFFICIENCY

A. Payment:

The Department shall reimburse the PROVIDER for services provided in the Agreement at a rate of 66% for all allowable expenditures under the Title IV-D of the Social Security Act federal funds less the DHS Administrative Fee of 1/9th of the local share of operating costs.

54
Provider's Initials

Payments by the DEPARTMENT will be contingent upon submission of a certified and itemized quarterly invoice. Invoices must be submitted as indicated in Section III.D of these Terms and Conditions. Invoices must show PROVIDER's actual expenditures for the previous quarter in accordance with the approved budget. The format for the invoice shall be provided by CSA. The Provider must submit a copy of all summonses served and warrants executed within that period.

B. Federal Payment Contingency:

Payment of funds for the costs of services under the Agreement is contingent upon the DEPARTMENT receiving funds to pay for these costs from funds appropriated under Title IV-D of the Social Security Act by the United States Department of Health and Human Services (HHS).

C. Expenditure Report Due Dates:

Notwithstanding any other provision of the Agreement, an invoice submitted by a PROVIDER for payment of expenditures (cash basis) made during any fiscal quarter must be received by CSA's Contract Manager as stipulated below. Payment may be withheld under the Agreement at the sole discretion of the DEPARTMENT on account of any such expenditure if the invoice is not received by the following dates:

Quarter Ending	Due Date
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

IV. DOCUMENTATION AND RECORDS

Fiscal Responsibility, Records, Reports, and Monitoring Procedure:

- A. PROVIDER shall assume responsibility for maintenance of all financial records which reflect all direct and indirect costs of any nature expended in the performance of the Agreement; such records are to be subject at all reasonable times and upon receipt of reasonable notice for inspection, review or audit by Federal and/or State personnel assigned to perform such inspection by the DEPARTMENT or duly authorized Federal or State agency. PROVIDER will furnish such fiscal and statistical reports as may be required by the DEPARTMENT to the Division of Budget and Finance, to the Inspector General, and to CSA.
- B. The PROVIDER shall document each action taken in a case to establish paternity or to establish, modify or enforce a child support or medical support obligation in the automated Child Support Enforcement System (CSES) with a case action log entry in the manner prescribed by CSA. As appropriate, a copy of the document used will be maintained in a hard copy file in accordance with 45 C.F.R. § 303.2 (Establishment of Cases and Maintenance of Case Records).



Provider's Initials

Statistical information will be obtained from CSES. Service of process, execution of writs and warrants, and other court proceedings must be documented in CSES, in the manner prescribed by CSA.

- C. The PROVIDER shall retain all records and other documents relevant to the Agreement, including forms previously submitted to the DEPARTMENT in accordance with its requirements, for a period of no less than three (3) years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable notice thereof, PROVIDER shall grant full access thereto. The right to examine any of said materials shall be afforded to Federal and/or State auditors who shall have substantiated in writing a need thereof in the performance of their official duties and to such other persons as are authorized by the DEPARTMENT.
- D. Paragraphs A through C, supra, and Section III shall not be construed as a limitation on the PROVIDER's reporting responsibilities under the Agreement.

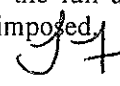
V. FISCAL RESPONSIBILITY

The PROVIDER hereby agrees to immediately reimburse the DEPARTMENT for any payments withheld from the DEPARTMENT or adjustments made in funds otherwise due the DEPARTMENT by HHS in connection with any expenditures by the PROVIDER under the Agreement; provided, however, that such reimbursement shall not be required for payments withheld or adjustments made by reason of any failure by the DEPARTMENT to comply with the terms of the Agreement.

In addition, the PROVIDER hereby agrees to reimburse the DEPARTMENT for any expenditures under the Agreement which, as a result of an audit by the DEPARTMENT, HHS or any authorized entity, are determined to be attributable to:

- (1) Services to ineligible persons;
- (2) Ineligible services;
- (3) Ineligible indirect costs or disallowance of charges; or
- (4) Any other items that are inconsistent with the provisions of the Agreement, 45 C.F.R. Subtitle B, Ch. III, 2 C.F.R. Part 225 and OMB Circulars A-87 and A-133.

If the DEPARTMENT believes that any determination by HHS is erroneous or improper for any reason, the DEPARTMENT may pursue all available legal remedies to reverse such determination and to prevent any fiscal sanction which HHS may seek to impose. The PROVIDER shall have a right to appeal any request for the return of funds under this Section. The appeal shall be to the Secretary of the DEPARTMENT and shall be conducted in accordance with the State Administrative Procedure Act. The procedures to be followed shall include a hearing before an Administrative Law Judge in the Office of Administrative Hearings, who shall render a recommended decision to the Secretary of the DEPARTMENT, who shall make the final decision. Unless the PROVIDER requests an appeal, the PROVIDER shall return the funds required to be returned under this Section no later than thirty (30) days following the DEPARTMENT's request for their return; if an appeal is requested within that thirty (30) day period, the PROVIDER will not be responsible for returning funds until thirty (30) days after such appeal has been completed and denied, or until a fiscal sanction has been imposed by HHS, whichever occurs first. Under this section, the PROVIDER shall not be required to return any funds in excess of the full amount received under the Agreement during the period(s) for which the fiscal sanction is imposed.


Provider's Initials

VI. COLLECTION AND OTHER FEES

Under the Agreement, the PROVIDER shall not charge any fees for child support services.

VII. SAFEGUARDING INFORMATION

The use or disclosure by any PARTY of any information relating to proceedings or actions to establish paternity, or to establish, modify, or enforce support for any purpose inconsistent with the responsibilities and/or official duties of the DEPARTMENT or the PROVIDER under the Agreement and/or applicable provision of law, or the provisions of 45 C.F.R. § 303.21, are prohibited.

VIII. TECHNICAL ASSISTANCE AND CONSULTATION

- A. The DEPARTMENT shall furnish the PROVIDER with such technical assistance and consultation by DEPARTMENTAL staff that is not readily available elsewhere as is reasonably necessary to allow satisfactory performance in providing the services required by the Agreement.
- B. The DEPARTMENT shall designate a CSA Contract Manager and local child support agency Cooperative Reimbursement Agreement Liaison to serve as the contact between the DEPARTMENT and the PROVIDER regarding all matters relating to the Agreement.
- C. The use of funds by the PROVIDER under the Agreement to hire consultants shall require prior approval of the DEPARTMENT's designated Contract Manager. The Contract Manager must approve all arrangements and the proposed work plan of the consultants involved before the consultants commence any work.
- D. The PROVIDER agrees that meetings with any staff directly or indirectly involved in the provision of services which are the subject of the Agreement may be conducted at any reasonable time by Federal and/or State personnel assigned by the DEPARTMENT or by a duly authorized Federal or State agency for the purpose of monitoring or facilitating implementation of the Agreement.

IX. EMPLOYEES

The individuals providing services for the DEPARTMENT pursuant to the Agreement shall be exclusively the employees of the PROVIDER and, as such, shall be entitled to participate in such employee benefit programs as are available to other persons in the PROVIDER's employ. No individual may be concurrently employed by the PROVIDER while he or she is an employee of the State of Maryland, or any Department, Commission, Agency or Branch thereof, whose duties as such employee relate to the subject matter of the Agreement.

X. STATE LAWS AND REGULATIONS

The terms of the Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of such other agencies of the State of Maryland as is required under said laws and regulations.


 Provider's Initials

XI. BINDING EFFECT OF CHILD SUPPORT LAWS AND REGULATIONS

The terms of the Agreement are subject to the provisions of the Federal Social Security Act establishing and governing public assistance and child support enforcement found in Title 42 of the United States Code, Chapter 7, particularly Subchapter IV, Part D; the regulations of the United States Department of Health and Human Services promulgated thereunder, found in Title 45 of the Code of Federal Regulations, particularly Subtitle B, Chapter III; and the provisions of the State plan adopted pursuant thereto.

XII. EQUAL OPPORTUNITY CLAUSE

- A. The PROVIDER agrees not to discriminate against any employee or applicant for employment because of sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion and physical or mental disability unrelated in nature and extent so as reasonably not to preclude the performance of such employment, or any other unlawful form of discrimination. The PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion and physical or mental disability unrelated in nature and extent so as reasonably not to preclude the performance of such employment, or any other unlawful form of discrimination. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the substance of this Equal Opportunity clause.
- B. The PROVIDER shall, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, state that all qualified applicants will receive consideration for employment without regard to sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or disability.
- C. In the event of PROVIDER's non-compliance with this Section, the DEPARTMENT, at its option, may cancel, terminate or suspend the Agreement, in whole or in part.

XIII. USE AND SUPPLY OF INFORMATION

The DEPARTMENT will assure compliance with the prompt notice requirement of 45 C.F.R. § 235.70, requiring the Department of Social Services or CSA local child support office to, upon the furnishing of aid or the determination that an individual is a TCA recipient, promptly transmit all relevant information regarding TCA recipients to the PROVIDER hereunder.

The DEPARTMENT shall grant the PROVIDER access to its Central Registry of records containing all available identifying information, including location, employment and financial status, if known, relating to parents who have deserted or appear to have deserted their children or from whom financial support for dependent children may be solicited in furtherance of the objectives of the Agreement.


 Provider's Initials

XIV. CIVIL RIGHTS

A. The PROVIDER will not, on the grounds of sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or physical or mental disability:


- (1) Deny any individual any service or other benefit provided under the PROGRAM;
- (2) Provide any services or other benefit to an individual which is different, or is provided in a different manner, from those provided to others under the PROGRAM;
- (3) Subject an individual to segregation or separate treatment in any matter related to receipt of any service(s) or other benefits provided under the PROGRAM;
- (4) Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or other benefit provided under the PROGRAM;
- (5) Treat any individual differently from others in determining whether he or she satisfied any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, service or benefit provided under the PROGRAM;
- (6) Deny any individual an opportunity to participate in the PROGRAM or the receipt of services or otherwise afford him or her an opportunity to do so which is different from that afforded others under the PROGRAM.

B. The PROVIDER will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or physical or mental disability, or have the effect of defeating or substantially impairing accomplishment of the objectives of the PROGRAM in respect to individuals of a particular sexual orientation, race, color, creed, sex, age, marital status, political affiliation, national origin, ancestry, religion or physical or mental disability, in determining:

- (1) The types of services or other benefits to be provided under the PROGRAM;
- (2) The class of individuals to whom, or the situations in which, such services or other benefits will be provided under the PROGRAM; or
- (3) The class of individuals to be afforded an opportunity to participate in the PROGRAM.

XV. NON DISCRIMINATION IN PROGRAMS

The PROVIDER understands and agrees that it will comply fully with the provisions of the Americans with Disabilities Act. The PROVIDER agrees that it will not directly or indirectly, through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of


Provider's Initials

disability, or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DEPARTMENT's program with respect to individuals with disabilities.

XVI. PURCHASE AND TREATMENT OF ASSETS

- A. The PROVIDER shall obtain prior written approval from the DEPARTMENT for any assets acquired (rented or purchased) with funds paid under the Agreement, excluding ordinary office supplies, except that such approval is not required with regard to assets described in the Cooperative Reimbursement Agreement Application attached hereto.
- B. The PROVIDER shall receive reimbursement for the applicable Federal share for equipment acquired under the Agreement through use allowances, depreciation, or one-time charge in the total amount of acquisition cost. The computation of depreciation or use allowance will be based on acquisition cost.
 1. The method for computing depreciation of equipment shall be in accordance with the IRS Guidelines. Equipment is defined by the Federal government as being tangible personal property which has a useful life of more than two years or a cost of \$500 or more. Equipment costing \$25,000 or less may be purchased under the Agreement with CSA's approval and may be claimed either in the period acquired or depreciated, but not both; equipment costing over \$25,000 must be depreciated (Code of Federal Regulations, Title 45, Part 95, Subpart G).
 2. The use allowance for equipment shall be computed at an annual rate of six and three quarters percent (6 3/4%) of acquisition cost.
- C. The PROVIDER shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of all equipment so as to assure its full availability and usefulness for the performance of the Agreement.
- D. Such equipment shall, unless otherwise provided herein or approved in writing by the DEPARTMENT, be used only for the performance of the Agreement.
- E. If the equipment is depreciated, any gain or loss on the disposition of the equipment shall be treated as a decrease or an increase, respectively, to the depreciation expense for the period in which the disposition takes place. This does not apply to equipment for which costs were claimed for reimbursement through use allowance.
- F. Title to all property acquired by the PROVIDER under this or any past agreement at a cost of \$1,000 or more, including purchase by lease purchase agreement, for which the PROVIDER was reimbursed at the applicable Federal Financial Participation (FFP) rate shall vest in the DEPARTMENT.
- G. Each federal fiscal year, and upon termination of the Agreement, the PROVIDER shall deliver to the DEPARTMENT a listing of all DEPARTMENT property leased or purchased during the Agreement showing the following information as to each property item:
 1. A description of the property;
 2. Manufacturer's serial number or other identification number;


Provider's Initials

3. Acquisition date and cost, or acquisition date and rental cost;
4. Source of property;
5. Percentage of Federal funds used in the acquisition of the property; and
6. Location, use and condition of the property.

This information must also be provided for each item of property when it is acquired.

- H. Upon termination of the Agreement, the DEPARTMENT may require the PROVIDER to deliver to the DEPARTMENT any DEPARTMENT-owned property specifically produced or acquired for the performance of the Agreement.

CSA shall furnish a form for the PROVIDER's use in submitting the Yearly Equipment Inventory Report.

- I. PROVIDER agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 C.F.R. Part 247. PROVIDER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product is not reasonably available within the contract performance timeframe, fails to meet reasonable contract performance requirements, or is only available at an unreasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>. PROVIDER must comply with this requirement when purchasing or acquiring an item with Federal funds that exceeds \$10,000, either individually or in an aggregate quantity over the preceding fiscal year, to include, without limitation, paper, paper products, and non-paper office products.

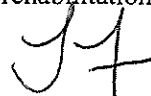
XVII. LISTING WITH JOB SERVICE

PROVIDER agrees to list all employment positions to be created or filled in connection with the services to be provided under the Agreement with the Maryland Workforce Exchange, Maryland Department of Labor, or its successor, except where such positions are required to be filled through the State/County/City Merit System or where there are special employment conditions which cannot be met through the use of such job service. At the time such listing is published, the PROVIDER is to submit a copy of the listing to the CSA Contract Manager.

XVIII. ANTI-DRUG ABUSE

The PROVIDER, pursuant to 41 U.S.C. § 8103, shall provide a drug-free workplace by taking the following steps:

- A. Publishing, and providing a copy to employees, of a notice that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited in the workplace and specifying sanctions for violations;
- B. Establishing a drug-free awareness program to inform employees about the dangers of drugs, the PROVIDER's drug-free policy, the availability of counseling, rehabilitation, and employee assistance programs, and the penalties for violations;



Provider's Initials

- C. Making it a condition of their employment that employees will abide by the notice and will notify the PROVIDER of any criminal drug statute conviction for a work place violation no later than five (5) days after such conviction;
- D. Notifying the DEPARTMENT of an employee's conviction within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of a conviction;
- E. Imposing a sanction on, or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by, an employee who is so convicted; and
- F. Making a good faith effort to maintain a drug-free workplace.

IX. CHILD SUPPORT ENFORCEMENT SYSTEM (CSES)

The PROVIDER shall participate in the operation of, comply with all policies and procedures relating to, and participate in new worker and on-going training and activities, as appropriate, that result from system enhancements with regard to the statewide automated Client Information System (CIS) and CSES. Personnel charged with access to CIS/CSES are forbidden from divulging any information found therein to any other personnel. CIS/CSES shall be the only data processing system funded under this agreement. The PROVIDER's costs for operating a PROVIDER-operated system shall not be covered by the Agreement.

The PROVIDER shall assign to two employees (Security Monitor and back-up Security Monitor) functions for the purpose of processing Logon-ID requests to add, change security roles or delete PROVIDER employees who use CIS/CSES. In addition, the Security Monitor shall be responsible for maintaining the Worker Code Table for PROVIDER's employees who use CSES.

The PROVIDER shall purchase or replace, as necessary, equipment and software for employees who must access the CIS/CSES in order to provide services under the Agreement. The State shall reimburse the PROVIDER for these equipment and software purchases that are properly invoiced. Section XVI shall govern the ownership and maintenance of the CIS/CSES equipment and software purchased under this Section.

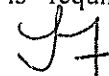
XX. CHILD SUPPORT ENFORCEMENT TRAINING

The PROVIDER'S Program Manager shall confer with the CSA Contract Manager to determine required trainings for newly hired or designated employees providing services under this Agreement. The PROVIDER'S Program Manager shall request any additional training needed for existing personnel related to this Agreement from the CSA Contract Manager.

The PROVIDER shall require employees who provide services under this contract to review all Circular letters, memoranda and other information released by CSA related to child support program policy and automated system enhancements.

XXI. CERTIFICATION REGARDING LOBBYING

The use of Federal funds for lobbying is prohibited by 31 U.S.C. § 1352, which requires the disclosure of each instance of lobbying that occurs using appropriated or other fund sources. Completion of a Certification Regarding Lobbying by the PROVIDER is required as acknowledgment of this prohibition and the related requirements and penalties.



Provider's Initials

XXII. SERVICES TO NON-CUSTODIAL PARENTS

PROVIDER expressly agrees to provide child support services to non-custodial parents who file an application for services with the DEPARTMENT in compliance with the Social Security Act, federal regulations at 45 C.F.R. Subtitle B, Ch. III, and the DEPARTMENT's policies and directives.

I understand and agree to the above Terms and Conditions.

Renee' Reid
Provider Supervisor (Print)

6.27.22
Date

Renee' Reid
Provider Supervisor Signature

JH
Provider's Initials

**STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
CHILD SUPPORT ADMINISTRATION**

**LEGAL AUTHORIZATIONS FOR
COOPERATIVE REIMBURSEMENT AGREEMENTS**

1. The Department of Human Services ("the Department") is the central coordinating and directing agency of all public assistance activities in the State of Maryland, including child support. Md. Code Ann., Human Serv. § 5-205; Fam. Law. § 10-108. The Department is the single State agency for the purposes of administering Maryland's plan for aid and services to needy families with children under the Social Security Act, 42 U.S.C. § 602(a)(4), and has established a single and separate organizational unit that has responsibility for administering, or supervising the administration of, the State Plan under Title IV-D of that Act.
2. The Department is authorized to accept any and all allotments of funds and to manage and expend same in whatever manner may be required by law, and to take advantage of the Social Security Act and any amendments and supplements thereto and any other act relating to social services and public assistance. Md. Code Ann., Human Serv. §§ 4-302 and 5-608.
3. Grants are available to the Department under the provisions of Title IV-D of the Social Security Act and the regulations adopted pursuant thereto, for the purposes of, *inter alia*, developing and implementing a program under which the Department will undertake, through a separate organizational unit: (i) to establish paternity and to establish, modify or enforce support obligations; (ii) to enforce support for any child receiving services; (iii) to locate certain parents; and (iv) to cooperate with other States in achieving the above goals and securing compliance with court orders upon request from other States. See 42 U.S.C. §654(3), (4)(A)-(B), (8), and (9).
4. The Child Support Administration has been established within the Department for the purpose of administering a program for establishment, enforcement and collection of child support payments making, *inter alia*, the assignment to the Department of any right to support from another person a condition of Temporary Cash Assistance eligibility. See Md. Code Ann., Fam. Law §§ 10-106 through 10-110. Any action brought under this agreement by any court or law enforcement agency to establish the legal obligation for child support for parents of non-recipients must be preceded by an approved application for services to be obtained by the local Department of Social Services or local Child Support Unit. The Department is authorized to contract with public agencies that may provide the services to enable the Department under state and federal law to discharge its responsibilities. Md. Code Ann., Fam. Law § 10-111
5. The Department is authorized to enter into cooperative arrangements with appropriate court and law enforcement officials to assist it in administering such a program, which arrangements may include provisions for the reimbursement of such courts and law enforcement officials for their assistance in such cases, for the furnishing of pertinent information to them, and with respect to any other matters of common concern to such officials and the Department. See 42 U.S.C. § 654(7)(A)-(B); Md. Code Ann., Fam. Law § 10-111.

Contract No. CSA/CRA-23- 044

Page 1 of 1

**PART V - PROGRAM BUDGET SUMMARY
FFY 2023**

FEE FOR SERVICE ONLY

		Total Estimated Cost
1. Service of Process	Anticipated # of Service of Process	
Estimated # of Summonses @ \$40 each	1000	\$40,000
2. Writs/Warrants/Body Attachments	Anticipated # of Writs/Warrants/ Body Attachments	
Estimated # of Warrants @ \$40 each	230	\$9,200
3. Overnight Cost of Contract to CSA		\$20
4. Total Program Costs (Sum of line 1 thru line 3)		\$49,220
5. Local Share (34% of line 4)		\$16,735
6. Administrative Fee (1/9th of Line 5)		\$1,859
7. Total Local Share (line 5 plus line 6)		\$18,594
8. Federal Financial Participation (66% of line 4)		\$32,485
9. Maximum Amount to be Paid by DHS (line 8 minus line 6)		\$30,626

DHS/CSA 420 (Rev.11/18)

Sheriff Fee for Service

Cooperative Reimbursement Agreement Application

Contract No. CSA/CRA-23- 044

Page 1 of 1

PART V - PROGRAM BUDGET SUMMARY
FFY 2024

FEE FOR SERVICE ONLY

		Total Estimated Cost
1. Service of Process	Anticipated # of Service of Process	
Estimated # of Summonses @ \$40 each	1000	\$40,000
2. Writs/Warrants/Body Attachments	Anticipated # of Writs/Warrants/Body Attachments	
Estimated # of Warrants @ \$40 each	230	\$9,200
3. Overnight Cost of Contract to CSA		\$20
4. Total Program Costs (Sum of line 1 thru line 3)		\$49,220
5. Local Share (34% of line 4)		16,735
6. Administrative Fee (1/9th of Line 5)		\$1,859
7. Total Local Share (line 5 plus line 6)		\$18,594
8. Federal Financial Participation (66% of line 4)		32,485
9. Maximum Amount to be Paid by DHS (line 8 minus line 6)		\$30,626

Contract No. CSA/CRA-23- 044

Page 1 of 1

PART V - PROGRAM BUDGET SUMMARY

FFY 2025

FEE FOR SERVICE ONLY

		Total Estimated Cost
1. Service of Process	Anticipated # of Service of Process	
Estimated # of Summonses @ \$40 each	1000	\$40,000
2. Writs/Warrants/Body Attachments	Anticipated # of Writs/Warrants/Body Attachments	
Estimated # of Warrants @ \$40 each	230	\$9,200
3. Overnight Cost of Contract to CSA		\$20
4. Total Program Costs (Sum of line 1 thru line 3)		\$49,220
5. Local Share (34% of line 4)		\$16,735
6. Administrative Fee (1/9th of Line 5)		\$1,859
7. Total Local Share (line 5 plus line 6)		\$18,594
8. Federal Financial Participation (66% of line 4)		\$32,485
9. Maximum Amount to be Paid by DHS (line 8 minus line 6)		\$30,626



WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

Working together for healthier communities!

TO: Joseph Parker, Deputy Chief Administrative Officer
FROM: JS Jessica Sexauer, Director of Local Behavioral Health Authority and Local Management Board
DATE: July 21, 2022
SUBJECT: Recommendation for Award from Local Behavioral Health Authority

The Worcester County Local Behavioral Health Authority received two proposals as a result of the Request for Proposals for implementation of an Adolescent Clubhouse in Worcester County. A team of objective professionals reviewed and scored the proposals for quality assurance of submissions. Local Behavioral Health Authority staff averaged the scores for program selections. The score sheets with the averages of the proposals, as well as the criteria is attached.

The Local Behavioral Health Authority is recommending the following provider be selected for program implementation beginning September 1, 2022:

Program: Adolescent Clubhouse
 Selected Vendor: Minary's Dream Alliance, Inc.
 Budget: \$233,594

If you have any concerns or questions about the proposal, scoring criteria or vendor, please do not hesitate to contact me at 410-632-3366.

Thank you for your assistance.

cc: Weston Young, Chief Administrative Officer

Enclosures

ITEM 4

Minary's Dream Alliance, Inc.							
	K.W.	J. W.	J.S.	C.B.	I.L.	L.S.	NOTES
Organizational Capacity	9	7	10	8	9	9	
Approach to Service Delivery	14	10	12	11	12	13	Have some possibly misplaced data regarding youth and justice system. Concerns regarding lack of Worcester Co knowledge.
Project Description and Outcomes	17	7	18	15	17	15	Positive notes - heavy focus on Evidence Based data and programs, heavy focus on ACES and trauma. Concerns - would like some more specifics, clarification on supervision structure, some logistical concerns due to main location.
Implementation and Operations Strategy	15	5	25	23	25	28	Overall not a lot of logistics for implementation for Worcester County
Budgets and Sustainability	10	8	12	12	13	12	Budget will require adjustments.
Appendices/ Documentation	10	7	8	abstain	8	8	
	75	44	85	69	84	85	Average Score: 74%

ITEM 4

Youth Care Center							
	K.W.	J. W.	J.S.	C.B.	I.L.	L.S.	NOTES
Organizational Capacity	5	4	5	5	5	7	Concerns - vague details, no specifics. Where is the physical address? There are multiple addresses listed. There are concerns regarding whether this organization understands the focus population.
Approach to Service Delivery	7	9	7	5	9	7	Concerns regarding understanding of recovery services or target population. Like the collaboration with senior center. No Evidence Based Program listed. Who are part of 3 teams?
Project Description and Outcomes	12	10	10	8	10	12	How to identify target youth? No formal grievance process, no structure on supervision, concerns regarding a true understanding of peer support. No mention of trauma informed practices.
Implementation and Operations Strategy	20	7	10	10	20	18	No specific timeline, details are left vague, no true description on implantation, no discussion on barriers, no understanding of how data is tracked.
Budgets and Sustainability	5	0	5	5	5	5	No sustainability, salary is high, no cost breakdown.
Appendices/ Documentation	5	7	8	abstain	5	2	Lacking several of the requested documentation.
	54	37	48	33	54	51	Average Score: 46%

***Worcester County's
Initiative to Preserve Families***

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

Telephone: 410-632-3648



TO: Joe Parker, Administrative Officer
FROM: Jessica Sexauer, Director of Local Management Board
DATE: July 21, 2022
SUBJECT: Request for Proposal- Bounce Back

Attached is the 2023 Local Management Board (LMB) request for proposal in response to the Governor's Office for Children's (GOC) Notice of Funding Availability.

The LMB is requesting proposals from vendors for the development and implementation of the Bounce Back program for Fiscal Year 2023. The Bounce Back Program is designed to provide Worcester County children, grades K-5th, that are impacted by trauma, a safe and caring environment to receive much needed support, coping skills, and the necessary tools in order to manage their trauma.

Attached please find the Request for Proposal, which includes, program specifics, performance measures, and budget requirements.

Your continued support in serving the children, youth, and families in Worcester County is greatly appreciated. If you have any questions, please do not hesitate to contact me at 410-632-3648.

cc: Weston Young, Assistant Chief Administrative Officer

Enclosures



Worcester County's Initiative to Preserve Families

The Local Management Board

FY 2023 Request for Proposals for
Bounce Back

Release Date: August 2, 2022

Deadline for Submission: September 12, 2022 at 1:00pm

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

Bounce Back

Table of Contents

Introduction	2
Executive Summary	2
Priority Population	3
Proposal Specifics	3
Selection Schedule	5
Evaluation	5
Submission Details	6
Evaluation Criteria	8
Budget	10

Introduction

Local Management Boards (Boards) were established in the 1990s as part of a State/local collaboration committed to improving the well-being of Maryland's children, youth, and families. The Boards were created to promote improved, coordinated local decision-making that focuses on results and accountability. The premise was, and continues to be, that health, education, economic, and social outcomes are more likely to be improved if decisions about programs and strategies are made by local jurisdictions with the funding, support, guidelines, and accountability managed by the State.

The jurisdictions, through their Boards, bring the knowledge of local needs, resources, and strengths. The Boards bring together public and private agencies, local government, faith-based and civic organizations, families, youth, and community members to develop, implement, and review a community plan. The plan includes strategies to improve outcomes for one or more of the State's Child Well-Being Results:

- Babies Born Healthy
- Healthy Children
- Children Enter School Ready to Learn
- Children are Successful in School
- Youth will Complete School
- Youth have Opportunities for Employment or Career Readiness
- Communities are Safe for Children, Youth and Families
- Families are Economically Stable

For purposes of this Request for Proposal, Worcester County's Initiative to Preserve Families (Worcester County Local Management Board) and the Board of Directors are seeking proposals for Fiscal Year 2023 from providers able to develop and implement a community-based CBITS (Cognitive Behavioral Intervention for Trauma in Schools) adaptation after school program that will **improve outcomes for children between grades K-5th** in Worcester County using the Bounce Back curriculum. Funding is available to local 501-(c) not-for-profit organizations, faith-based organizations, and government agencies who are in good standing.

Executive Summary

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

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

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

The Board of Directors reviewed local, state and national data available for depressive episodes, the impact of trauma on youth, and Adverse Childhood Experiences. This led to the decision to fund an after school program that would impact youth between grades K-5th that have experienced some sort of

Bounce Back

trauma, those that are exhibiting unusual behavioral health concerns, and those that have been labeled “handle with care” to the school system by local law enforcement/child protective services. The Local Management Board (LMB) is committed to improving the safety and wellbeing of all children who are attending school as well as providing them with the necessary skills for a healthy and holistic future. If students are safe and supported they will be more successful in school. Since traumatic experiences often leave individuals feeling isolated and alone, one of the significant benefits of this program is the focus on group therapy where participants can connect with their peers who share similar experiences. In this structured, supportive environment, participants are more likely to feel comfortable expressing their emotions, empathizing with others and developing the coping skills necessary to build resilience from their adverse experiences.

Priority Population

According to the 2018 YRBS, Worcester County is above the state average in adverse childhood experiences, substance abuse in the household, parental separation or divorce, and emotional abuse. While the full-scale impact of COVID-19 has yet to be determined, there is evidence that the psychological effect of the pandemic could be detrimental. “The COVID-19 pandemic...is an event that is causing many to worry and even panic,” said Dr. Adam D. Brown, clinical assistant professor in the Department of Child and Adolescent Psychiatry at NYU. “Many children are seeing and hearing frightening news on television. Some have family members or other people they know who are sick or may have died. Our experience can vary greatly, based on not only different levels of exposure, but also on what is going on around the child.”

Because of isolation, many children are at greater risk of experiencing multiple traumas such as physical, sexual and psychological violence, physical and emotional neglect, exposure to inter-parental violence, social isolation, household stressors and difficulties (e.g., alcoholism, drug addiction, and mental illness of a parent), as well as increased social and financial uncertainty.

Elementary school aged children (K-5th grade) will be the target population of this program. The vendor of the program will be required to connect with the local school system to obtain referrals for the program. Children that will be considered for this program include those that have experienced some sort of trauma and those that are exhibiting unusual behavioral health concerns.

Proposal Specifics

The LMB Board of Directors is asking that interested parties develop a robust, succinct and concise proposal for a CBITS (Cognitive Behavioral Intervention for Trauma in Schools) adaptation after school program for **children between grades K-5th** in Worcester County using the Bounce Back curriculum.

Program implementation will be expected to begin November 1, 2022 and run through June 30, 2023. For this 8-month program, the maximum amount available is \$150,000. The grant period for this funding is from the awarding of this grant through June 30, 2023, with a possibility of an extension in to fiscal year 2024; however vendors should be aware that the award amount will not exceed \$150,000 for full fiscal year program.

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

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

Proposals should consider the following:

- Proposed program should be community based, family focused and strength based in philosophy, modality and design.
- Proposals should include a detailed description and programmatic outline of how they will provide a comprehensive and engaging CBITS (Cognitive Behavioral Intervention for Trauma in Schools) adaptation after school program, utilizing the Bounce Back curriculum to fit the need in Worcester County.
- Proposals should ensure that the social workers that will be conducting the after-school group session are trained in the Bounce back and CBITS program.
- Proposals should incorporate a comprehensive ACES screening tool.
- Proposals should include weekly group sessions; 1-3 parent sessions; and 2-3 individual sessions over a 10 week timeframe.
- The program should be designed to serve youth between K - 5th grade, who:
 - have experienced some sort of trauma
 - are exhibiting unusual behavioral health concerns
 - have been labeled “handle with care” to the school system by local law enforcement/child protective services
- Proposals must include a detailed and robust recruitment plan that includes the creation and distribution of information regarding the after-school program, as well as how to make a referral. This includes collaboration with teachers, school, parents, guardians, social workers, and juvenile justice officials.
- Priority will be given to proposals that have a location within Worcester County, and more specifically Snow Hill or Pocomoke, to ensure accessibility to individuals of lower socioeconomic status; the selected vendor could potentially have a main office within a neighboring jurisdiction.
- Proposals that demonstrate better outcome achievement through outreach to multiple community organizations and local agencies will also receive priority.
- Proposals for specific individuals or families will not be considered.
- Proposals sent after the due date will not be considered.

Bounce Back

The following are the anticipated performance measures developed for the Bounce Back program. These performance measures are subject to change.

Performance Measure	For Percentages, Indicate the Numerator and Denominator (NUM/DEM)
What/How Much We Do:	
# of children enrolled the Bounce Back Program	
# of schools hosting the afterschool program	
How Well We Do It:	
#/% of ACEs screenings completed on children enrolled in the program	NUM: # of children who were screened for ACEs DEN: # of children enrolled in the program
#/% of children that successfully completed the program	NUM: # of children that successfully completed the program DEN: # of children enrolled in the program
Is Anyone Better Off?	
#/% of parents that report an increase in their child's self-esteem after completion of the program via post survey	NUM: # of parents that reported an increase in self esteem DEN: # of surveys completed
#/% of participants demonstrating achievement of goals	NUM: # of children that achieved the goals outlined in the program DEN: # of children that completed the program

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

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

Bounce Back

Selection Schedule

County Commissioners meeting in which the RFP will be released: **August 2, 2022**

RFP Questions will be accepted through August 15, 2022, and answers will be provided by August 19, 2022.

RFP due to the Worcester County Administration: **September 12, 2022 by 1 pm.**

Evaluation Meeting: **September 13, 2022.**

County Commissioners meeting to submit vendor(s) selected: **October 4, 2022.**

Chosen vendor(s) will be contacted by: **Letter.**

The vendor(s) chosen will be notified by LMB staff by **October 7, 2022.** A follow up meeting will then be scheduled. Vendors are expected to be ready for implementation by **November 1, 2022.**

Interested parties must submit one (1) original and five (5) copies of their proposal to the Worcester County Government by the established deadline of **September 12, 2022 at 1:00 pm.** The Worcester County Government will ensure that all proposals received by the deadline are given to the LMB. Proposals should be addressed and mailed or hand carried to:

Office of the County Commissioners

ATTN: Mr. Joe Parker, Assistant Chief Administrative Officer

Worcester County Government Center

One West Market Street, Room 1103

Snow Hill, MD 21863

Evaluation

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

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

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

Bounce Back

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

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

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

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

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

Submission Details

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

1. Title Page
 - a. The title of the proposal
 - b. The name of the organization(s) submitting the proposal
 - c. The name title, and phone number of the contact individual for the proposal
 - d. The name and title of the person overseeing the grant (if different from above)
 - e. The name and title of the person who will manage the fiscal aspects of the grant (if different from above)
2. Abstract
 - a. Will summarize the proposal in one paragraph and should not exceed 500 words. Abstract must clearly identify which the priority population that the grantee intends to serve.
3. Organizations Capacity
 - a. History of the applicant's operation (specific to the proposed project), and demonstrated experience in developing and implementing projects of a similar nature.
4. Discussion of Need
 - a. Proposals must clearly identify and define the problem(s). Applications submitted for funding must clearly address the identified priority population and explain the need in Worcester County.
 - b. All proposals must clearly indicate that all activities will directly impact children, youth and families of Worcester County.
5. Narrative
 - a. Proposals must propose a solution to the problem or need based on an evidence based or best practices model (i.e. Bounce Back curriculum)

- b. Proposals should indicate how the project aligns with the proposed population
 - c. Timetable for implementation, and set expectations all funds will be exhausted by June 30, 2023.
 - d. Clearly indicate what partners are involved in making this program successful.
 - e. Clearly describe a robust and comprehensive outreach plan.
 - f. Proposals are required to clearly define plans for sustainability. Include how the ongoing project will be funded after the grant expires and include in the proposal documentation of the ongoing financial commitment.
6. Race Equity:
- a. Include a discussion of how a focus on racial equity will inform the implementation and outcomes of the program/strategy.
 - b. Include a discussion of the local data with citations.
 - c. Include a discussion of how demographic data will be collected, disaggregated, and utilized to inform future programmatic strategies, including outreach and education.
7. Two-Generation:
- a. The program/strategy should propose a clearly-articulated and well-constructed two-generation approach, with simultaneous interventions directed at both the parent(s) and their child(ren)/youth; demonstrate a clear effort to remove silos and/or create new strategies that involve collaboration and communication between agencies serving different members of the family.
8. Budget
- a. Proposals must include projected expenses for an 8-month program beginning in November 2022 running through June 30, 2023. These expenses should include those that are ordinary, necessary and reasonable to the implementation of the award. All other revenue or in-kind support must be explained. Please include budget line items such as personnel costs, operating expenses associated with daily functions, equipment/supplies, staff support and training.
 - b. Complete and accurate budget forms that include a detailed budget narrative for each proposed line item must be included. The budget narrative must include a description of the cost and show the calculation of how the cost was derived.
 - c. Please refer to the Policies and Procedures Manual for Local Management Boards, Section V for unallowable costs:
<https://goc.maryland.gov/wp-content/uploads/sites/8/2018/03/LMB-Manual-01-01-2018.pdf>
 - d. Cost(s) incurred prior to the award of the grant will not be funded.
 - e. Two (2) extra points will be assigned by the evaluation committee if the budget for the program/strategy demonstrates a cash match of 25% or more of the total funding request for the program/strategy. Eligible cash match does not include in-kind support or funds that are paid/awarded to the program vendor or another third party in support of the program/strategy.

Bounce Back

<u>Evaluation Criteria Categories</u>	Maximum Score
Organizations Capacity: Has the organization clearly articulated their capacity and history of developing, implementing and operating projects of a similar nature?	2
Discussion of Need: Is the problem clearly defined? Is the need clearly identified? Is the target population clearly identified? Will this program directly impact the children, youth and families in Worcester County?	8
Narrative: Is there clear discussion on how the program will utilize the Bounce Back evidence-based models in development? Is there a clear indication of how the program will impact youth between K and 5th grade, who: <ul style="list-style-type: none"> ○ have experienced some sort of trauma ○ are exhibiting unusual behavioral health concerns ○ have been labeled “handle with care” to the school system by local law enforcement/child protective services Is there a detailed and comprehensive programmatic plan, spanning from intake to discharge? Is there a robust and comprehensive outreach plan? Are partners identified? Is there an obtainable timeline for implementation, including usage of funds? Are sustainability plans discussed?	14
Worcester: Is the agency located within Worcester County? Is there clear discussion on how the agency will provide services to all areas of Worcester County?	4
Race Equity: Is there a commitment to providing an equitable program across all races, genders and demographics? Is there a clear discussion of how a focus on racial equity will inform implementation and outcomes based upon local data?	4
Two-Generation: Does the program clearly articulate how the program/strategy will provide interventions directed at both the parent(s) and their child(ren)/youth? Does the program demonstrate a clear effort to remove silos and/or create new strategies that involve collaboration and communication between agencies serving different members of the family?	4
Budget: Does the budget include projected expenses? Is there a budget narrative that includes a description of the cost and the calculation of how the cost was derived? Cash Match?	6
Total	42

Bounce Back

Budget

A maximum award of **\$150,000** is available for the Bounce Back program.

Proposals must include projected expenses for an 8-month program beginning in November 1, 2022 running through June 30, 2023. The grant period for this funding is from the awarding of this grant through June 30, 2023, with a possibility of an extension. Monies not expended or committed by the end of the funding period will not be transferable to other line items and will be subject to return to the LMB.

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

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

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

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

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

FY23 Proposed Budget				
DESCRIPTION	FY23 Project Budget			
	LMB Budget	Non-LMB funds that Directly Support the Project (Cash Only)	Total	Detailed Budget Narrative - Show Calculations that Support How Expenses Were Derived
Budget for FY23 Grant: Bounce Back				
Salaries			\$0	
Fringe Costs			\$0	
Communications			\$0	
Postage			\$0	
Business Travel			\$0	
Training			\$0	
Conferences/Conventions			\$0	
Utilities			\$0	
Advertising			\$0	
Accounting/Auditing			\$0	
Legal			\$0	
Consultant (other than Legal & Accounting/Auditing)			\$0	
Supplies			\$0	
Equipment			\$0	
Insurance			\$0	
Rent/Mortgage			\$0	
Printing/Duplication			\$0	
Professional Dues/Publications/Subscriptions			\$0	
IT Systems/Repairs/Maintenance			\$0	
Vehicle Operating (other than Insurance)			\$0	
TOTAL Budget	\$150,000	\$0	\$0	

LMB Prospective Vendor Directory

Jennifer Leggour
Worcester Youth and Family Counseling
Services
124 N. Main Street, Suite C
Berlin, MD 21811
jleggour@gowoyo.org

Roberta Baldwin
Department of Social Services
299 Commerce Street
Snow Hill, MD 21863
roberta.baldwin@maryland.gov

Seaside Counseling and Wellness Center
314 Franklin Ave, Suite 306
Berlin, MD 21811
seasidecounseling@gmail.com

Rebecca Jones
Snow Hill Health Department
6040 Public Landing Rd
Snow Hill, MD 21863
rjones@maryland.gov

Lou Taylor
Worcester County Board of Education
Attn: All Schools
6270 Worcester Highway
Newark, MD 21841
ltaylor@worcesterk12.org

Jennifer Rank
Worcester County Libraries
Attn: All Branches
307 North Washington Street
Snow Hill, MD 21841
janck@worcesterlibrary.org

Worcester County Parks and Recreation
Center
6030 Public Landing Rd
Snow Hill, MD 21863
lgebhardt@co.worcester.md.us

Maryland Coalition of Families
10632 Little Patuxent Parkway, Suite 234
Columbia, Maryland 21044

Shirley Grace Center
10226 Old Ocean City BLVD, Unit 2
Berlin, MD 21811

Community Behavioral Health
107 E Market St
Snow Hill MD, 21863
sbhayani@communitybehavioralhealth.net

Chesapeake Health Center
9956 North Main St, Suite 2
Berlin MD, 21811
clambert@chesapeakehc.org

Mangle Shanks
Building Health Military Communities
mangle.l.shanks.ctr@mail.mil



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

TO: Weston S. Young, Chief Administrative Officer
 Joseph E. Parker III, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: July 21, 2022

RE: Out of State Travel Request - NRPA Conference

Out of State Travel Request

Parks	2	100.1602.500.7000.100
Department	# of Attendees	GL Account Code
Phoenix, Arizona	9/19/2022	9/23/2022
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for Parks staff to attend the 2022 National Recreation & Parks Association Annual Conference in Phoenix, AZ, September 20 - 22, 2022. This conference brings together park and recreation professionals and industry suppliers for education sessions, networking opportunities, and an inside look at the latest products in our field. Registration costs is \$615 per person. Funding was reserved in the FY23 budget for this conference.

Estimated Costs: Airfare	\$1,000
Lodging	\$800
Meals	\$400
Registration Fees	\$1,230
Car Rental	
Other Transportation	\$100
Other	
Total	\$3,530



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: July 21, 2022

RE: Out of State Travel Request - NRPA Conference

Out of State Travel Request

Recreation	2	100.1601.400.7000.100
Department	# of Attendees	GL Account Code
Phoenix, Arizona	9/19/2022	9/23/2022
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for Recreation staff to attend the 2022 National Recreation & Parks Association Annual Conference in Phoenix, AZ, September 20 - 22, 2022. This conference brings together park and recreation professionals and industry suppliers for education sessions, networking opportunities, and an inside look at the latest products in our field. Registration costs is \$615 per person. Funding was reserved in the FY23 budget for this conference.

Estimated Costs:	Airfare	\$1,000
	Lodging	\$1,600
	Meals	\$400
	Registration Fees	\$1,230
	Car Rental	
	Other Transportation	\$100
	Other	
	Total	\$4,330



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

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

A handwritten signature in blue ink, appearing to be "RM", located to the right of the "From:" line.

Subject: Selsey Road Resiliency Project
Bid Package

Date: 7/25/22

As design and permitting have been completed and the land ownership issues have been settled, Environmental Program is requesting County Commissioner approval to advertise the attached bid package for the Selsey Road Resiliency Project. This solicitation will cover the construction of the designed storm measures. As you are aware, Worcester County was awarded funding from Maryland's Department of Natural Resources (DNR), Chesapeake and Coastal Division, for a Community Resilience Grant to assist with coastal impacts of climate-related hazards. The planned restoration is for the Selsey Road area, a part of the larger Cape Isle of Wight community in West Ocean City. This demonstration project is an excellent opportunity to contribute to building coastal storm resiliency within the Cape Isle of Wight community and other local communities.

All project costs will be provided by Maryland DNR. Being selected as a Phase I recipient in this program, we were guaranteed construction funding after design and permitting are concluded. The project's design incorporates marsh restoration and additional techniques that will greatly assist with road and residential property protection. Design changes that were added as a result of county and state staff discussions with contractor and additional data gleaned from site visits, drone footage, and historical area data. Details on the changes include movement of some of the sand sills further offshore, making more of a sill and breakwater system as part of the design, providing that the inlets to the tidal pond in the middle of the project area were left as an active features, beefing up the rock placement to tie into an existing revetment along the road to assist with northeast wave impacts, and movement of the breakwater system a little further offshore to get it away from the existing phragmites which need to be eradicated. These construction elements are included in the bid document, drawings and specifications.

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

Attachment

cc: David Bradford
Katherine Munson

DOCUMENTS AND SPECIFICATIONS

FOR CONSTRUCTION OF A

Coastal Resiliency and Living Shoreline Project at Selsey Road

ON

Isle of Wight Bay

AT

Selsey Road

IN

WORCESTER COUNTY, MARYLAND

FOR THE

COUNTY COMMISSIONERS OF WORCESTER COUNTY

AND THE

MARYLAND DEPARTMENT OF NATURAL RESOURCES

PROJECT NO: CRP-1-17

DATE: July 25, 2022

BOARD OF PUBLIC WORKS

LAWRENCE J. HOGAN, JR., GOVERNOR

PETER FRANCHOT, COMPTROLLER

NANCY K. KOPP, TREASURER

WORCESTER COUNTY

STATE OF MARYLAND

DEPARTMENT OF NATURAL RESOURCES

JEANNIE HADDAWAY-RICCIO, SECRETARY

PREPARED BY:

Coastline Design PC

P O Box 157

Achilles, Va 23001

INDEX

Division		Pages
	Instructions to Bidders	IB-1 to IB-2
	General Conditions	GC-1 to GC-7
	Supplemental General Conditions	SGC-1 to SGC-5
1	General Description, Scope of Work And Special Conditions	1-1 to 1-4
2	Stonework	2-1 to 2-5
3	Sand-Fill	3-1 to 3-2
4	Wetland Plantings	4-1 to 4-3
5	Native Tree Stock Planting	5-1 to 5-7
6	Restoration of Graded and Disturbed Areas	6-1 to 6-2
7	As-Built Drawings	7-1 to 7-1
	Contractor Qualification Questionnaire	
	Construction Bid Form	
Attachment	• U.S. Army Corps of Engineers Permit	
Attachment	• Maryland Board of Public Works License	
Attachment	• <u>Worcester</u> County Permit	

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

- A. Shall be on the furnished proposal forms. All blank spaces in the form shall be filled, signed in ink in longhand where designated, and all numbers shall be stated in words and in figures. Only initialed corrections or erasures will be acceptable.
- B. No changes shall be made in the phraseology of the form. No partial bids or any alternative bids not provided for in the form will be considered.

2. DRAWINGS

Drawings accompanying these specifications are entitled "Coastal Resiliency and Living Shoreline Project at Selsey Road in Worcester County, Maryland" dated 7/26/21".

3. THE BIDDER

- A. May obtain an electronic copy of the Plans and Specifications from the Department of Environmental Programs (phone 410-632-1220 Ext 1302; kmunson@co.worcester.md.us).
- B. Shall carefully examine the documents, the drawings and the specifications, shall visit the site and fully inform themselves as to all existing and controlling conditions and limitations including availability of materials and labor. The submission of a bid shall be a representation that they has inspected the site and has familiarized himself with all of the controlling conditions. Failure to conduct these thorough examinations shall in no way relieve the successful bidder of their responsibility for the complete and satisfactory performance of all required work.
- C. Shall state the lump sum price for which they will execute and complete the contract base bid in accordance with the drawings, specifications, and the requirements of the Contract. Price quoted shall include federal, or state taxes, if such are applicable.
- D. Shall state that they will complete the work of the contract in accordance with the Construction Schedule and/or completion date(s) included as part of the Specifications.

4. THE MANAGER

- A. Manager, as shown on the construction drawings and these specifications, shall be defined as County Commissioners Worcester County.

IB-1

- B. May, during the bidding period, advise the bidders by addenda, of additions, omissions or alterations in the specifications and drawings. All such changes shall be included in the work covered by the proposal and shall become a part of the specifications as if originally included therein.
- C. Reserves the right to reject the bid of any Bidder who fails to furnish promptly and properly all the required information, when notified to do so. Failure to provide a completion time on the proposal shall result in disqualification of the bid.
- D. Reserves the right to verify the qualification of all bidders. Such qualification may serve as the basis for acceptance or rejection of bids.
- E. Reserves the right to reject any and all bids, or to accept any bid in the interest of the Manager.

5. **CONTRACT SECURITY (PERFORMANCE AND PAYMENT BONDS)**

The successful bidder shall deliver to the Manager, an executed Performance Bond and Payment Bond, each in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract. The sureties of all bonds shall be such surety company or companies as are approved by the Manager, and as are authorized to transact business in the State where the proposed project is located. The bonds shall be approved by the Manager prior to execution of the formal contract.

6. **BID OPENING**

Sealed proposals, addressed to "County Commissioners of Worcester County, 1 W. Market Street, Room 1103; Snow Hill, MD 21863" will be received as specified in the Notice To Bidders, after which they will be publicly opened and read.

IB-2

GENERAL CONDITIONS

1. **SCOPE:**

The work under this Contract includes all labor, materials, equipment and appurtenances required for the complete construction of all items of work necessary or required to make the installation complete and correct in every aspect. Only new materials will be acceptable for use on the project

unless otherwise approved by the Manager.

2. **GENERAL:**

Whenever the words, State, County, Inspector, Engineer, Municipality, Superintendent, et al., appear in these documents, they shall mean the Manager or their authorized representative(s).

All materials and workmanship shall be of the best quality and shall be subject to the approval of the Manager. No deviation from the provisions of the detailed Specifications shall be made without written approval of the Manager.

3. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:**

The Contractor shall at all times maintain and keep in force such insurance as will protect them from claims under Workmen's Compensation Acts.

The Contractor shall, at their own cost, obtain and maintain such insurance as will protect them and the Manager, from any claim for damages or bodily injury, including death, as well as from claims for damage to any property of the Manager or of the public, which may arise from the operations under this contract, whether such operations be by the Contractor or any Subcontractor retained by said Contractor or by anyone directly employed by them. They shall maintain comprehensive general liability insurance with limits of one million dollars (\$1,000,000) bodily injury liability with one hundred thousand dollars (\$100,000) property damage liability or equivalent combined single property damage liability or equivalent combined single limits, including independent contractor coverage, products and completed operations coverage, and with full coverage for the perils of collapse and underground. The Contractor shall furnish certificates of insurance with respect to the coverage referred to above, naming the Manager, as an additional insured under the policy. Each of the policies shall contain (10) days prior notice of cancellation to the Manager.

The Contractor shall obtain insurance for their workers as specified by the Longshoreman's and Harbor Workers' Compensation Act. In addition, the Contractor shall furnish a "Certificate of Insurance" for Marine Compensation Insurance.

4. **LAWS AND REGULATIONS:**

The Contractor shall comply with all Municipal, County, State, and Federal Laws and Ordinances and also those of the local utility companies having jurisdiction.

GC-1

5. **SITE INVESTIGATION:**

The Contractor acknowledges that they has satisfied himself to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon project access, disposal, handling and storage of materials, availability of labor, water, electric power, road and uncertainties of weather, tides or similar physical conditions at the site. Also, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work is the responsibility of the Contractor.

The Contractor further acknowledges that they has satisfied himself as to the **CHARACTER, QUALITY AND QUANTITY** of surface and sub-surface materials or obstacles to be encountered insofar as the information is reasonably ascertainable from an inspection of the site, including all exploratory work, as well as, from information presented by the Drawing and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Manager assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Manager. The Manager also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless (i) such understanding or representations are expressly stated in the Contract and (ii) the Contract expressly provides that the responsibility therefore is assumed by the Manager. Representations which are not expressly stated in the Contract and for which liability is not expressly assumed by the Manager in the Contract shall be deemed only for the information of the Contractor.

6. **PAYMENT:**

- A. This is a lump sum Contract in which no extras are possible. The lump sum bid(s) given by the Contractor in their bid shall be the only recompense for completing in place the work described in these Plans and Specifications.
- B. The Contractor may request progress payments at timely intervals. Such requests will be paid for the value of work completed less 10%. The Contractor may only request payment for completed work that has been inspected and approved by Representatives of the Manager. No payment will be made to the Contractor until payment requests have been reviewed and accepted by the Managers and/or their authorized inspector and satisfactory to the DNR funding agent. The final payment will be made within 30 days after final approval and submission of the final invoice.
- C. Mobilization or setting up of equipment, construction and maintenance of access roads, site preparation or other items incidental to construction shall not be identified as items for separate partial payments to the Contractor. The cost of these items shall be included in the lump sum bid(s).
- D. The Contractor warrants that they and all of their subcontractors have and will have good title to all material and equipment otherwise listed in an Application of Payment, free

GC-2

and clear of all liens, claims, security interests and encumbrances; and they will not permit a Subcontractor to acquire any such material and equipment subject to an agreement under which an interest therein or encumbrances thereon is retained by the seller or otherwise imposed by the Contractor.

7. **WORK SCHEDULE:**

The Contractor shall at the execution of the Contract, notify the Manager or Manager's Representative in writing of the names of any and all Subcontractors proposed for the principal parts of the work. The Manager or Manager's Representative may, within a reasonable amount of time, object to the employ of any Subcontractor determined incompetent or unfit.

The Contractor will be required to commence work within 10 days after the date of receipt by them of the Notice to Proceed, to prosecute said work diligently and to complete the work within 180 calendar days thereafter adhering to the work restriction times imposed by the State and Federal approval permits. No extension of the working days will be permitted unless approved by the Manager or Manager's Representative.

Before starting work, the Contractor shall submit to the Manager or Manager's Representative for approval an outline of their proposed methods and manner of executing the work, including the means of accessing the site, sequences of operation and a time schedule for performance of Contract work. Road closures will need to be closely coordinated with Worcester County. Road closure signage placement and maintenance will be the responsibility of the Contractor?. The Contractor will be permitted to work Monday through Friday dawn to dusk. If the Contractor desires to carry on work outside these hours, including Saturday, Sunday and government holidays, they must provide written request to the Manager or Manager's Representative for permission, 24 hours prior to the requested work day(s). The work outside regular hours shall cause no additional costs to the Manager.

8. **UNSATISFACTORY PROGRESS – CONTRACT CANCELLATION:**

If the Contractor shall not properly man the job with the proper personnel and construction equipment in sufficient number so as to maintain a reasonable construction rate each and every working day until work is complete, the Manager or Manager's Representative shall so notify the Contractor. Thereafter, if Contractor still fails to meet rate of construction requirements or place work in accordance with these Specifications, this shall be sufficient cause for the cancellation of this Contract at date of such default. This decision is the sole discretion of the Manager or Managers' Representative. Ten (10) working days after written notice of Contract cancellation shall represent approval for the Manager or Manager's Representative to contact the next lowest responsible bidder to complete the work. All increased costs are to be defrayed by said Contractor, and/or their bonding company.

9. **SURVEY:**

Horizontal control for the project is shown on the Drawings. The Contractor will be responsible for all layout work. The cost of all/any additional survey work to be performed by the Contractor shall

GC-3

be included in the lump sum price bid.

10. **NECESSARY DETAILS NOT SPECIFICALLY MENTIONED:**

All work called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the Contractor as if designated in both these ways. Should any work or materials be required which is not denoted on the Plans and Specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required. The Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.

11. **NEATNESS:**

As the work progresses, all rubbish, refuse, and unused materials and tools shall be removed from the site and all work upon completion shall be left in a neat and orderly condition ready for use. Upon work completion, all work areas shall be carefully cleaned up and all excess materials shall be removed from the site by the Contractor as directed.

12. **INSPECTION OF WORK:**

All work shall be subject to inspection by the Manager or Manager's Representative. The Contractor shall perform all work requested and required for this inspection and shall make all work accessible to the Manager or Manager's Representative at all times.

The work of the Inspector will not include any supervisory duties. Supervisory duties will remain the sole responsibility of the Contractor at all times. The Inspector shall not be responsible for insuring the Contractor follows all applicable safety regulations. This responsibility remains the sole responsibility of the Contractor.

The Contractor shall be responsible for carrying out the provisions of the contract at all times, regardless whether an authorized Inspector is present or not.

It shall be solely the responsibility of the Contractor to see that the Plans and Specifications are being followed. Failure of the Manager or Manager's Representative to immediately reject any unsatisfactory materials or workmanship or to notify the Contractor of their deviation from the Specifications shall not relieve the Contractor of their responsibility to replace the unsatisfactory work.

Any material or finished work which, in the opinion of the Manager or Manager's Representative, does not comply with these Specifications shall be removed by the Contractor and replaced at their own cost and expense.

13. **SANITARY PROVISIONS:**

GC-4

Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient manner, in such manner, and at such places as shall be approved. The Contractor shall vigorously prohibit the committing of nuisances at the site of the work. Any employee found violating these provisions shall be discharged and not again employed. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances, or regulations governing the same.

14. **UTILITIES:**

Any utilities encountered during the work shall be maintained and protected in their existing location unless otherwise provided. The Contractor shall cooperate in every way with the owning companies or agencies to make it possible for them to provide uninterrupted service. The Contractor shall contact Miss Utility (1-800-257-7777) at least two (2) days prior to construction to allow for marking of existing utilities.

Excavations shall not be started until all gas mains, water mains, and other service mains have been located and flagged by a utility inspector or Engineer. A gas inspector shall be present on the project at all times whenever excavations are in close proximity to gas mains and/or service lines.

Any existing utilities, including individual house services, in the way of proposed construction, shall be readjusted by the supplying utility company; except where the utility is publicly owned. The Engineer shall, whenever possible, allow for minor field adjustments in order to expedite the Contract and to prevent unnecessary hardship and expense to any utility company. The Contractor shall notify the utility companies sufficiently in advance of construction to permit ample time to do such work as necessary to provide clearance for the proposed construction. The Contractor shall be responsible for any costs associated with utility relocation and/or protection.

All known private or public utility lines within or adjacent to the Contract are shown in their approximate existing locations on the Plans. The Contractor is, however, cautioned that these locations shown are not guaranteed nor is there any guarantee to the Contractor that all lines actually in existence within the Contract limits have been shown on the Plans. The Contractor shall satisfy himself as to the exact locations and extent of all utilities that they may encounter in the work.

15. **TEMPORARY WATER AND ELECTRIC SERVICE:**

It is the Contractor's responsibility to provide electricity and water as they may require them during construction at the job site. In all cases the Contractor shall provide all necessary temporary facilities and equipment from point of supply to and about the project.

16. **PROTECTION OF WORK AND PROPERTY:**

The Contractor shall at all times safely guard the public against, and the Manager's property from injury or loss in connection with the Contract. They shall at all times safely guard and protect the public, their own work and that of adjacent property from damage, loss or injury. All passageways, guard fences, lights, and other facilities required for protection by all authorities or local conditions must be provided and maintained.

GC-5

It is further understood and agreed that loss or damage arising out of the nature of the work to be done under this Contract or from any unforeseen obstruction or difficulties which may be countered in the performance of the same or from the action of the elements, public or from encumbrances on the line of work or from any injury done in consequence of acts or omissions on the part of the Contractor, Subcontractor, their employees, or agents in carrying out any of the provisions or requirements of this Contract shall be borne and assumed by the Contractor.

17. **NO WAIVER OF LEGAL RIGHTS:**

The Manager or Manager's Representative shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or incorrectly made nor that the work or materials do not, in fact, conform to the Contract. The Manager or Manager's Representative shall not be precluded or estopped notwithstanding any such measurement, estimate or certificate any payment in accordance therewith, from recovering from the Contractor or their sureties, or both, such damages as it may sustain by reason of their failure to comply with the terms of the Contract. Neither the acceptance of the Engineer, or any other representative of the Managers, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Manager or Manager's Representative shall operate as a waiver to any portion of the Contract or any power herein reserved, or of any right to damages.

18. **FINAL ACCEPTANCE OF WORK:**

When the Contractor is of the opinion that the project is ready for final inspection, and the Managers or Managers' Representative concurs, they shall request of the Manager or Manager's Representative, in writing, that this final inspection be made. The Manager or Manager's Representative and the Contractor shall then inspect the site and within approximately one week, shall provide in writing to the Contractor a final "punch list" if required. In the event that punch list repairs are required, the Contractor will complete this work in a diligent manner acceptable to the Manager or Manager's Representative.

If no punch list work is required, or upon the satisfactory completion of this work, the Manager or Manager's Representative shall recommend acceptance of the work and after receipt of signed labor and material affidavit, the Manager or Manager's Representative shall, by letter, notify the Contractor of such final acceptance.

19. **WARRANTY:**

- A. Except to the extent that the contract documents impose greater warranty obligations on the Contractor for all or any part of the work, the contractor warrants for a one (1) year period (unless another period is specified) commencing on the date of substantial completion of the project as a whole or on such other date agreed between the parties:
 - 1. that the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship;

2. that all mechanical and electrical equipment, machines, devices, etc. shall be adequate for the use to which they are intended, and shall operate with ordinary care and attention in a satisfactory and efficient manner;
 3. that they will re-execute, correct, repair, or remove and replace with proper work without cost to the Manager, any work found not to be as guaranteed by this section or otherwise not in conformity with contract and that they will make good all damages caused to other work or materials in the process of complying with this section;
 - B. This Section provides for a period during which the contractor is bound to replace work in addition being liable for failure to perform the contract in accordance with its terms. Nothing herein release or limits the contractor's liability for latent defects or for any substantial failure to perform the work in accordance with the contract, even if such defects or failure are discovered after the expiration of the warranty period provided by this section.
21. **PERMITS AND LICENSES:**
- A. The contractor must be licensed as required by the Home Improvement Law amendment effective July 1, 2008, which requires the contractor to hold a home improvement contractor license from the Home Improvement Commission to construct erosion control projects along the shoreline of residential property.
 - B. In accordance with Chapter 286 of the 2010 Laws of Maryland, all marine contractors performing or soliciting marine contractor services in the State of Maryland are required to be registered with the Maryland Department of the Environment (MDE) to become a licensed marine contractor, as of December 31, 2010. The Contractor shall provide proof of registration.
22. **NOTICE TO CONTRACTORS:**
- A Contractor's Qualification Questionnaire must be executed and filed with the Manager prior to the Bid Date if not previously submitted. A copy of the questionnaire is located in the Construction Bid Packet.
23. **CONTRACT SECURITY (PERFORMANCE AND PAYMENT BONDS)**
- Within ten (10) calendar days after receiving the Notice of Acceptance, the successful bidder shall deliver to the Manager, an executed Performance Bond and Payment Bond, each in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful discharge of the requirements of the contract, when the total bid price is in excess of \$100,000. In addition the contractor must obtain a road bond for Selsey Road and Keyser Point Road at an amount 125% of the estimated cost to repave these entire road sections, should they be damaged by heavy truck traffic. The sureties of all bonds shall be such surety company or companies as are approved by the Manager and as are authorized to transact business in the State where the proposed project is located. The bonds shall be approved by the Manager prior to execution of the formal contract.

GC-7

SUPPLEMENTAL GENERAL CONDITIONS**1. NOTICE TO PROCEED**

Unless otherwise notified, the work shall be started at the job site promptly upon receipt of the written notice to proceed and the receipt of an approved contract and shall be performed with such progress as may be necessary to prevent any delay to other contractors, or to the general completion of the project. The work shall be prosecuted at such times and with such forces, materials, and equipment as may be necessary to assure the substantial completion of the work in accordance with the Contract Time. If the work falls behind the Progress Schedule submitted by the Contractor, the Contractor shall employ additional labor and equipment as necessary to bring the work up to schedule.

2. PRECONSTRUCTION CONFERENCE

Before starting the work, a conference will be held to review schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be representatives of the Manager, the DNR Funding Agent, the Contractor; and the Superintendent. The anticipated time frame for completion of the project is Fall 2022 to Fall 2024.

3. LIQUIDATED DAMAGES

Liquidated damages will not be assessed for this project. Contractor is expected to perform under the contract provisions. A performance bond is required for this project, as outlined in other sections of these specifications.

4. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

An electronic copy of Contract Drawings and specifications will be furnished to the Contractor except applicable publications incorporated into the technical provisions by reference. The work shall conform to the Contract Drawings, all of which form a part of these specifications and are available electronically from the Department of Environmental Programs (410-632-1220 or kmunson@co.worcester.md.us)

5. NOTIFICATION OF MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE)

- A. The Contractor shall submit written notification to the Enforcement Section of the State of Maryland Department of the Environment at the address below at least 10 days before the proposed work begins and again within 10 days after the work is completed:

State of Maryland
Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230
410.537.3510

SGC-1

- B. Included elsewhere in these specifications are copies of construction permits which are required to be available at the construction site. They are included for the Contractor's convenience, compliance and guidance, but the engineering sketches and notes are approximate and suitable only for permit purposes and shall attach no significance to volume mentioned in these permits, but shall compute their own as hereinafter specified.

6. **PROJECT MEETINGS AND ADMINISTRATION**

A. PROJECT MEETINGS

1. Contractor shall hold progress meetings at the site once a week at a time suitable to the Manager or Manager's Representative. The Contractor will report progress of work in detail with reference to construction schedules. Each interested subcontractor will have present a competent representative to report the condition of his branch of the work and to receive instructions. The Contractor shall take minutes of meetings and type and distribute them to members of the conference and others interested, within three (3) working days of the meeting.
2. Contractor shall request all subcontractors to carefully check all drawings and specifications and have representatives present at the first called progress meeting. At this progress meeting, procedure for prosecution of the work will be discussed and any detailed requirements of the drawings and specifications, which are not understood, will be clarified.

B. ADMINISTRATION OF CONTRACT

1. The Contractor shall follow the drawings strictly and execute all work in accordance therewith, and with the kind and quality of materials set forth in the specifications, using the figured dimensions marked in the drawings and not scaled measurements.
2. The specifications and drawings shall be coordinated, so that any work shown on the drawings and not mentioned in the specifications and vice-versa, shall be executed in the same manner as though mentioned in the specifications and shown on the drawings.
3. The Contractor shall furnish and install such work and material as may be proper and suitable preparation, basis, support, or finish for the work which is shown or specified, whether or not the same is specifically mentioned in the specifications or shown on the drawings. The Contractor shall be required to make plural and complete work which is shown single or partially indicated to avoid needless repetition, for the sake of brevity, and for reasons of clarity. In all cases, the intent and meaning of the drawings and specifications, as defined herein, shall be followed. The Contractor shall not avail himself of any errors or omissions

SGC-2

therein, should any exist, which may be in conflict therewith. If the Contractor finds a discrepancy between the plans and specifications, they shall bring such discrepancy to the attention of the Manager or Manager's Representative.

C. PROJECT RECORD DOCUMENTS

1. Documents: Maintain at the job site one copy of all Drawings, Specifications, approved Sediment and Erosion Control Plan Set, Addenda, approved Shop Drawings, Change Orders, Field Orders, Other contract Modifications, and other approved documents submitted by the Contractor in compliance with various sections of the Specifications.
2. Identification and Maintenance: Each of these Project Record Documents shall be clearly marked, "Project-Record Copy", maintained in good condition, available at all times for inspection by the Manager or Manager's Representative, and not used for construction purposes.
3. Records:
 - a) Mark up the most appropriate Document to show:
 - (1) Significant changes made during the construction process.
 - (2) Significant detail not shown in the original Contract Documents.
 - b) The information given shall include, but shall not be limited to:
 - (1) The location of internal utilities and appurtenances, referenced to permanent surface improvements.
 - (2) The location of internal utilities and appurtenances, referenced to permanent surface improvements.
 - (3) Any relocation of concealed structural components.
 - (4) Other changes as directed by the Manager or Manager's Representative.
 - c) Keep Project-Record Documents current. Do not permanently conceal any work until the required information has been recorded.

7. DEFAULT AND TERMINATION OF CONTRACT

- A. The Contractor shall be considered in default of their Contract and such default will be considered as cause for the Manager to terminate the Contract for any of the following reasons if the Contractor:
1. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or
 2. Fails to perform the work or fails to provide sufficient workers, equipment or Materials to assure completion of work in accordance with the terms of the Contract, or
 3. Performs the work unsuitably or neglects or refuses to correct such work as may be rejected as unacceptable and unsuitable, or
 4. Discontinues the prosecution of the work, or
 5. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
 6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 7. Allows any final judgment to stand against them unsatisfied for a period of ten days, or
 8. Makes an assignment for the benefit of creditors, or
 9. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- B. Should the Manager or Manager's Representative consider the Contractor in default of the Contract for any reason herein before stated, they shall immediately provide written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Manager's intentions to terminate the Contract.

- C. If the Contractor or surety, within a period of ten (10) calendar days after such a notice, does not proceed in accordance therewith, then the Manager will, upon written notification from the Manager of the facts of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Manager or Manager's Representative may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Manager or Manager's Representative will be required for the completion of said Contract in an acceptable manner.
- D. All costs and charges incurred by the Manager, together with the cost of completing the work under Contract, will be deducted from all monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Manager the amount of such excess.

8. INDEMNIFICATION

The Contractor shall indemnify and hold harmless and defend the Manager and all officials, employees, and servants thereof against any and all claims, suits, actions, or demands of any name or nature for personal injuries or property damage arising out of any error, omission, gross negligence, negligence, misconduct or violation of any law on the part of the contractor, its agents, employees, or servants in the performance of this Contract.

DIVISION 1

GENERAL DESCRIPTION, SCOPE OF WORK AND SPECIAL CONDITIONS

1-1 DESCRIPTION:

- A. The work to be done under this Contract includes, but is not limited to, furnishing all plant, labor, materials, tools, equipment, superintendence, transportation and performing all work in strict accordance with these specifications and Drawings.
- B. The work consists of the construction and completion for shore erosion control protection improvements including all necessary appurtenances, hereinafter described and located.
- C. The work shall be done under contract to and the supervision of the Manager.
- D. The work shall be complete in all its parts and ready for use in the time specified and in strict accordance with the terms and conditions of the Contract. Any deviation shall be subject to the approval of the Manager or their representative.
- E. The Contractor shall follow the requirements and restrictions of all the permits issued for the proposed construction.
- F. The Contractor shall assume all responsibility for the project and construction site until accepted by the Manager or their authorized representative.
- G. The Contractor shall be prepared to execute a finished project in every particular without any extra charge, unless specifically provided for within the contract.

1-2 PROJECT SITE:

- A. The project site is located at the end of Selsey Road on Isle of Wight Bay , Worcester County.
- B. It is required that the Contractor, before entering private property, identify himself to the owner/s of the property and secure their permission to enter the grounds.
- C. The Contractor, before submitting a proposal for this project, shall visit the construction site and thoroughly familiarize himself with all existing conditions above and below ground.
- D. The Contractor shall satisfy himself as to the accuracy and completeness of these Specifications and Drawings regarding the nature and extent of all work described.

ITEM 8

- E. Because of the proximity of improved properties, the Contractor shall exercise extreme care in their construction operations. The Contractor shall secure the written approval of the Manager or Manager's Representative at the work initiation conference for the particular method of ingress and egress, place of storage of materials and equipment, etc., prior to beginning work. Road closures will be coordinated with the Manager. All work must be kept within these limits and within the "Limit of Disturbance" as shown on the Buffer Management Plan (BMP) Drawings.
- F. The existing bottom profiles, shoreline contour and/or bank alignment shown on the Drawings were correct when surveyed. However, because of the interim erosion and littoral transport, the Contractor shall satisfy himself as to all conditions at the time of bidding this project and include in their proposal any changes that would be necessary to accomplish a complete and functional project.
- G. The Contractor shall use the horizontal and vertical survey control points shown on the contract drawings to layout the lines of work, stakeout the location of all proposed structures, and test the levels of all construction.
- H. Should there be any discrepancies between Drawings, and/or field conditions after bidding and prior to the beginning of work, the Contractor shall bring such discrepancies to the attention of the Manager or Manager's Representative at the work initiation conference.
- I. The Contractor shall take all necessary precautions and measures to protect all properties from damage. They shall repair all damage caused by their operations to all public and private property including but not limited to roads, walks, curbs, utilities, trees, shrubs, plantings, etc., and any damaged areas shall be repaired/replaced in kind and shall meet County standards and satisfaction.
- J. The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish, surplus materials, etc., and shall leave the work area completely clean.
- K. The work under this Contract includes all necessary temporary items required for good, safe and sanitary construction practice and administration of the project. These requirements are subject to the approval of the Manager or Manager's Representative.
- L. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the Worcester County Department of Environmental Programs or other authorities having jurisdiction and shall commit no public nuisance.

1-3 CONTRACT DOCUMENTS AND SCHEDULE OF DRAWINGS:

- A. The contract documents consist of these Specifications and any and all subsequent addenda or additions thereto and the Drawings as listed below.

B. The following list of Drawings all dated 7/26/21 from a part of the contract documents:

1. Project No. CRP-1-17 Sheets 1 through 4.

1-4 SPECIAL INSTRUCTIONS TO THE CONTRACTOR:

- A. Prior to construction the Contractor shall conduct a general cleanup of the site to include fallen limbs, brush and other debris from the construction area and shall dispose of all debris off-site at a site approved by the Manager or Manager's Representative.
- B. Refer to the General Conditions, paragraph 8 Unsatisfactory Progress — Contract Cancellation. All of the conditions and requirements of this paragraph are applicable to this project.
- C. If, between the time Drawings were developed and construction is to begin, it is determined that interim erosion has occurred, the proposed structure alignment may be adjusted, with the approval of the Manager, to conform to the existing beach as proposed by the Project Drawings. The intent is to maintain the relationships between the existing shoreline features and the proposed location of project components as those shown on the Drawings.
- D. Access to the project site will be land based and the construction access as shown on the approved plans. The Contractor shall take the necessary precautions to protect these roads and areas from being damaged during construction. If any areas are damaged as a result of construction activities the Contractor shall repair them to equal or better conditions than existing just prior to the start of construction.
- E. The Contractor shall protect any existing structures from damage during construction unless specifically designated for modification in the construction documentation. If structures are damaged, due to construction activities, the Contractor shall repair them, at their own expense, to a condition equal to or better than that found at the time of Award of Contract. Repairs will be made to the satisfaction and approval of the Manager, or their agent.
- F. If any areas are disturbed outside the proposed work limits by the Contractor, they will be responsible for restoring these areas to original ground levels in accordance with Division 6, Restoration of Graded and Disturbed Areas of these Specifications.
- G. Excess and unsuitable bank materials, resulting from the proposed construction, shall be hauled off the project site and taken to an approved disposal area at the Contractor's expense.
- H. The Contractor shall verify horizontal and vertical locations of all utilities. They shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the County immediately for directions as to procedure. Cooperate with the County and the utility

companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of the County at no cost to the County. Do not interrupt existing utilities serving facilities occupied and used by the property owner(s) or others. The Contractor shall notify Miss Utility prior to any excavation.

- I. The Manager assumes no responsibility for actual soil conditions which may be encountered in the execution of Contract.
- J. Upon the completion of the project, the Contractor will be responsible to regrade, stabilize, seed, mulch and completely restore all disturbed areas to a condition that is equal to or better than existing conditions.
- K. The Contractor shall leave the site in a neat and orderly condition to the approval of the Manager and/or Manager's Representative. The Contractor shall legally dispose of all removed material off site at the Contractor's expense.
- L. No trees are designated for removal for access for this project. Should tree removal be necessary for the construction of this project and prior to the cutting of any trees, the Contractor in company with the Manager or Manager's Representative shall mark all trees to be removed. They shall use all necessary care to prevent the roots and branches of trees designated to remain and to protect damage to persons and properties.
- M. The Contractor shall begin construction activities within 10 days after the date of receipt of the Notice to Proceed to prosecute work diligently and complete the work in the time specified.
- N. The Contractor is responsible for the construction and maintenance of the temporary access road to the project site. Construction access and all material delivery shall be via the temporary access road. The temporary access road shall be maintained in a satisfactory condition until completion of the project and accepted by the Manager or Manager's representative. Daily worker traffic and vehicles are permitted to access the site by local roads. The Contractor shall coordinate with the Manager and the landowner where daily worker vehicles shall be parked during the work day. No daily vehicles may be left at the site unless approved the Manager and the landowner. The Contractor shall maintain a safe vehicular access for all local property owners. Maintenance and immediate repairs to any defects and/or damages on local roads shall be repeated as often as necessary to keep the road intact and passable. Any area of the local roads including private driveways as applicable that are damaged shall be repaired to equal or better than pre-construction conditions, until the project is accepted by the Manager or Manager's representative.

1-5 PERMITS:

The Contractor shall adhere to the terms and conditions of the various permits issued to this project. This shall include permits from the U.S. Army Corps of Engineers, the State of Maryland, Worcester County and any other applicable permits and approvals.

-END OF SECTION-

DIVISION 2**STONEWORK****2-1 DESCRIPTION:**

The Contractor shall furnish all necessary labor, equipment and materials and perform all operations in connection with the stonework as shown on the Drawings, as described in these Specifications and as directed by the Manager.

2-2 MATERIALS:**A. Geotextile:**

The geotextile shall be a porous, plastic sheet of woven calendered and palmered filament yarn. The plastic yarn shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, amide or vinylidene-chloride, and shall contain stabilizers and/or inhibitors added to the base plastic if necessary to make the filaments resistant to deterioration due to ultra-violet and heat exposure. The fabric shall conform to the following minimum requirements:

<u>PROPERTY</u>	<u>TEST METHOD</u>	<u>CRITERIA</u>
AOS	ASTM D-4751	70 U.S. Standard Sieve Size
% Open Area	COE CWO-02215-86	4-6%
Tensile Strength	ASTM D-4632	250 Lb. All Principle Directions
Burst Strength	ASTM D-3786	450 psi
Puncture Strength	ASTM D-4833	120 lb.
Abrasion Resistance	ASTM D-4157/D-4158	60 lb.
Seam Breaking Strength	ASTM D-1683	225 lb.
Clogging resistance	AOS (mm)	>1 or 0.149 (mm) Gradient Ratio < 3.0
Water Permeability	ASTM D-4491	-0.01 cm/sec (Lateral Permeability)
Coefficient		
Ultra-Violet Stabilization	ASTM D-4355	90% retained strength

1. **Seams:** Seams of fabric shall be sewn with thread meeting or exceeding specifications given for plastic yarn and shall be bonded by cementing or alendaring. Seams shall be tested in accordance with method ASTM D-1683. The seam strength shall meet the strength specified herein but shall not be less than 90% of the tensile strength of the imaged fabric in any principal direction.
2. **Temporary Securing Pins:** Securing pins shall be 3/16 inch in diameter, of steel, pointed on one end and fabricated such that the held retains a steel washer of 1.5" diameter or more. Pins shall be no less than 18" in length.

2-1

3. **Acceptance of Fabric:** All plastic geotextile to be used shall be tested for compliance with the above specifications. The Contactor shall submit in duplicate a certificate or affidavit signed by a legally authorized person from the company manufacturing the fabric. The certificates shall state that chemical, physical and manufacturing requirements are met as specified herein.

In addition, evidence of a service record shall be submitted of any filter fabric not previously approved by the Manager providing successful performance in projects of similar scope. Approval of geotextile shall be obtained from the Manager prior to installation.

B. Stone:

1. **General:** All stone for the protection work shall be durable quarried stone as approved by the Manager. The stone shall be hard and angular, free from laminations, weak cleavages, and undesirable weathering, and of such character that it will not disintegrate from the action of air, salt water, freezing and thawing, and in handling and placing. Sedimentary stone will generally be unacceptable. Individual stones shall be approximately rectangular in cross section and free from thin slabby pieces having a maximum dimension more than three and one-half times the least dimension. All stone shall be supplied from the same quarry.

The armor and chinking stone shall have a minimum unit weight of 160 lbs. per cubic foot.

2. The Contractor may incorporate existing stones into the proposed structure insofar as they meet the size and quality requirements in these specifications. Any existing bricks or concrete rubble within the footprint of the proposed structure shall be removed and disposed offsite by the Contractor.

C. Stone Size: Stone sizes for armor stone, chinking stone, bedding stone and washed cobble stone shall meet the following requirements.

1. Armor stone sizes shall be such that a minimum of 90% of the individual stones shall weigh from 600 lbs. to 1,600 lbs. and shall be a well graded distribution of these sizes through these limits. Not more than 10% of the individual stones shall weigh more than 1,600 lbs. A minimum of 50% of the armor stones (by volume) shall weigh more than 1,100 lbs. No armor stones shall be less than 600 lbs.
2. Chinking stone sizes shall be such that a minimum of 90% of the individual stones shall weigh from 100 lbs. to 300 lbs. Not more than 10% of the individual stones shall weigh more than 300 lbs. A minimum of 50% of the armor stones (by volume) shall weigh more than 200 lbs. No chinking stones shall be less than 100 lbs.
3. Bedding stone shall be approximately 3" up to 8" in size. Bedding stones smaller than 3" will not be acceptable.

2-2

4. Washed cobble stone shall be approximately 2" in size. Washed cobble stone smaller than 2" will not be acceptable.

- D. **Field Samples:** The Contractor shall supply samples of stone to be displayed at the site with appropriate individual weights marked as follows: 600 lbs., 1,100 lbs., and 1,600 lbs. These samples of stone shall be from the same quarry and of the same type of stone as that to be supplied for the job and shall be delivered to the site in advance of the time when placing the stone protection is expected to begin. Final approval of stone for the protection work will be based upon these samples. The Contractor will not be granted an extension of time or extra compensation due to delay caused by sampling, testing, approval or disapproval of stone protection material under the requirements of these specifications.
- E. **Certification:** The quarry shall submit to Manager a certificate indicating the following:
 1. Stone Classification
 2. Weight per cubic foot
 3. That sizes stipulated in the specifications are being supplied to the site and source of stone shall be indicated.
 4. Stone quality will meet all project specifications, including undesirable weathering and disintegration.

2-3 **CONSTRUCTION METHOD:**

- A. **Foundation Conditions:** It should be expected that some settlement and displacement of the foundation (mud-waving) may occur during construction and should be taken into account in determining the total volume of stone required. No additional payment will be made for such additional stone required due to settlement or displacement.
- B. **Alignment and Grading:** The geotextile, armor stone and chinking stone shall be placed within the limits and to the lines and grades shown on the Drawings or otherwise required by the Manager. The alignment of the structure(s) shall be laid out in accordance with the stake-out data shown on the Drawings. The structures shall extend no further outboard than is necessary to construct them to the lines, grades and limits shown on the Drawings. The subgrade surface shall be smooth-graded and free from any projections or abrupt changes which may cause damage to or bulging of the filter fabric.
- C. **Slope Protection:** The Contractor shall schedule their operations so that the length of time newly graded areas are left exposed to wave action is minimized. Immediately prior to placement of geotextile, the stone backfill slopes shall be fine graded to a tolerance of plus three-tenths (0.3) of a foot from a smooth surface as measured by an approved template. The Contractor shall not prepare more subgrade than can be covered with stone by the end of each working day. Temporary protection for the exposed end of the subgrade shall be provided at the end of each working day.

2-3

- D. **Geotextile:** The strips of geotextile shall be spread parallel to the major axis of the structure on the prepared foundation as shown on the Drawings. The fabric shall be loosely laid (not stretched) with no more than one overlap parallel to the major axis of the structure. The overlap shall be a minimum of 5 feet. Strips of cloth shall be spread in a manner such that the strip totally in contact with the soil shall be the upper strip. Overlaps perpendicular to the major axis of the structure shall be staggered a minimum of 5 feet. Rolls of as great a length as it is economical for the Contractor to handle shall be used whenever possible in order to minimize the number of overlaps perpendicular to the major axis of the structure.

Overlaps at or around existing structures, specifically the existing revetment, shall also be a minimum of 5 feet. Existing stones larger than 1" in its largest dimension shall be removed prior to placement of geotextile to prevent damage to cloth.

Adequate precaution shall be taken to prevent damage of the geotextile from placement of overlaying materials. Stone weighing more than 100 pounds should not be dropped from a height greater than 5 feet onto the cloth. Stones weighing more than 500 pounds should not be dropped from a height greater than 2 feet. Any geotextile damaged or displaced before or during placement of overlying layers shall be replaced or repaired to the satisfaction of the Manager at the Contractor's expense.

- E. **Temporary Securing Pins:** The geotextile may be temporally pinned in place with securing pins to prevent slippage during construction. The pins shall be retained until sufficient armor stones are set to hold the geotextile. The securing pins shall then be removed as additional armor stones are placed to relieve high tensile stress which may cause damage to the geotextile. Alternate anchoring may be used subject to the approval of the Manager.
- F. **Armor Stone:** Armor Stone shall be placed in such a manner as to produce a well graded mass of rock with a minimum percentage of voids and shall be constructed to the specified lines and grades. Stones shall be placed so there is a well-graded distribution of the various sizes throughout the structure. Any oversize stones shall be placed at the toe of the structure. The finished structures shall be free from pockets of small stones and clusters of larger stones. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain interlocking and a well-graded distribution of stone sizes. After placement of armor stones, only surface voids at or near grade which are large enough to receive chinking stone shall be filled. The Contractor shall maintain the structures until accepted and any material displaced by any cause shall be replaced at their expense to the lines and grades shown on the Drawings.
- G. **Sample Section:** At the start of construction, the Contractor shall construct a full sample section of stone, approximately thirty (30') feet in length, at a location agreed on in the field by the Manager and the Contractor. Wooden templates shall be placed at both ends of the section, so the Contractor and the Manager can verify that the section is in accordance with the plans. This sample section must be approved by the Manager prior to the start of any additional stone construction, and shall serve as the standard for further stone work. Flank walls shall not be considered as part of the sample section.

2-4

- H. The Contractor shall anchor the proposed stone into the existing revetment as indicated on the Drawings. They shall remove stones from the existing revetment as necessary in order to make the connection into the proposed stone. New geotextile shall be installed as required lapping the new cloth with the existing cloth as applicable. Existing removed stones, meeting the specifications, can be reused in the proposed stone construction. The connection of the proposed stone to the existing revetment is incidental; therefore, no measurement for payment will be made for the connection.

5-6

MEASUREMENT:

No measurement for payment for this item of work will be made since the cost shall be included in the lump sum price bid.

- END OF SECTION -

2-5

DIVISION 3

SAND FILL

3-1 DESCRIPTION:

The Contractor shall provide all necessary equipment, labor and material required to perform the sand fill and grading to the lines and grades shown on the Drawings. Unsuitable or excess material shall be disposed of offsite by the Contractor.

3-2 MATERIALS:

- A. Sand fill material shall be medium to coarse grained sandy soils classified as SW and SP in "ANSI/ASTM D-2487-69, Classification of Soils for Engineering Purposes". Crushed stone or slag will not be acceptable.
- B. The sand fill material must contain less than 10% by weight passing the number 100 sieve, not more than 10% by weight retained on a number 4 sieve, with no stone having a diameter greater than one-half inch (1/2"). The material shall consist of rounded or semi-rounded grains with a median diameter of 0.6 mm (± 0.25 mm).
- C. Crushed stone or slag will not be acceptable. No frozen material, trash, roots, or other organic material will be permitted in the fill.
- D. Use of dredge material is of high priority, to the extent possible.

3-3 SAMPLE AND CERTIFICATION:

- A. The Contractor shall furnish for approval, samples and gradation curves of the proposed sand fill to the Manager **prior to placement**. The cost for materials testing shall be included in the Contractor cost for furnishing the sand fill.
- B. The Contractor shall obtain from an inspection firm acceptable to the Manager and submit to the Manager a certificate indicating the following:
 - 1. Sand classification
 - 2. Gradation curves
 - 3. Weight per cubic yard
 - 4. That materials stipulated in the specifications are being supplied to the project site
- C. Additional samples and gradation curves shall be provided for approval by the Manager during the sand fill placement. Sample analysis will be required after placement of each 500 cubic yard increment of sand fill. Nothing in this specification precludes the Contractor from obtaining and analyzing samples of sand fill more frequently for the

3-1

Manager approval as it is being delivered and placed. The Manager will inspect sand fill materials as they are delivered to the site. Any materials not meeting specifications shall be entirely removed and disposed of off-site.

3-4 **PLACEMENT:**

- A. The Contractor shall remove all excess waste materials, rubbish, construction debris, etc. from the construction site prior to placement of the sand fill.
- B. The Contractor shall only place sand fill material along protected reaches of shoreline (landward of the newly constructed stone).
- C. The Contractor shall place sand fill in all areas uniformly to the lines and grades shown on the Drawings. The finished surface shall be smooth, compacted, free of irregular surface changes, free of areas which may collect water or other debris and shall uniformly match the proposed sand fill template.
- D. Cross sections used for verification of the design fill template shall be spaced no more than 50 feet apart and submitted to the Manager or Manager's Representative. Cross sections shall be plotted at a scale no smaller than 1" = 10'. The cross-sectional survey shall be performed by a licensed surveyor or by the Contractor, provided it is done in the presence of the Manager. All costs associated with construction surveys shall be included in the Contractor's lump sum price.
- E. Acceptance of completed sand fill placement will be based upon the receipt of the plotted cross-sectional survey showing that the sand was installed to the proposed lines and grades shown on the Drawings.
- F. The Contractor shall exercise extreme care to protect any existing structures when placing the sand fill. If any are damaged as a result of the Contractor's construction activities, the Contractor shall repair them, at their own expense, to a condition equal to or better than that found at the time of Award of Contract. Repairs will be made to the satisfaction and approval of the Manager.

3-5 **MEASUREMENT:**

No measurement for payment for this item of work will be made since the cost shall be included in the lump sum price bid.

-END OF SECTION-

3-2

DIVISION 4**WETLAND PLANTINGS****4-1 DESCRIPTION:**

The Contractor shall furnish all labor, materials, and equipment required to complete the wetland plantings in strict accordance with these Specifications and as specified on the Contract Drawings. Once the wetland plantings operation has been completed, the Contractor shall be responsible for replanting any areas, which do not show the proper density of grass for a period of one (1) year. The minimum acceptable density of surviving plants shall be 85% of shoreline planted.

4-2 MATERIALS:

- A. **Fertilizer:** Fertilize each planting hole with 1.0 ounce of Osmocote 19-6-12 slow release fertilizer (3 to 4 month release) or approved equivalent placed in the hole at the time of planting.
- B. **Plant Stock:** Prior to installing plants at the project site, the Contractor will be required to show proof from plant suppliers of a valid Maryland Nursery Inspection Certificate or Plant Dealers License (or comparable certification for out-of-state installers). All shipments of nursery stock into Maryland must be accompanied by a valid certificate of inspection issued at the state of origin, and acceptable to the Maryland Department of Agriculture Office of Plant Industries and Resource Conservation.
 - 1. **Spartina Alterniflora Plant Stock:** Plant stock shall be Smooth Cordgrass (*Spartina alterniflora*) grown in peat pots. Plants will be three to six months old and approximately 12 inches high. Individual pots will contain four or more plants.
 - 2. **Spartina Patens Plant Stock:** Plant stock shall be Saltmeadow Cordgrass (*Spartina patens*) grown in peat pots. Plants will be three to six months old and approximately 12 inches high. Individual pots will contain four or more plants
- C. **Goose Exclusion Fence:** Goose exclusion fence shall consist of 2 inch by 2 inch wooden posts, 5 feet in length with 12ply cotton twine stretched taut between posts.

4-3 EXECUTION:

- A. **Preparation:**
 - 1. All areas that are to be planted shall be cleaned and removed of rough grass, weeds, and debris and the ground surfaces smoothed.

4-1

2. Plants held at the site shall be watered by sprinkling with river water at least once a day. Plants shall not be removed from peat pots. Planting shall be done with moist, but not saturated, root masses.
3. It will be the responsibility of the Contractor to maintain the vigor of the plants held at the site during site preparation work and construction.

B. Planting:

1. The planting season for wetland sprigging shall be accomplished between April 1 and June 30 or August 15 and October 15, during periods of low tide.
2. *Spartina Alterniflora* Soil Preparation and Planting:
 - a. The proposed MHW (Elev. = + 0.9 ') shall be marked on the ground and plantings shall be made in rows parallel to and beginning at the MHW line elevation and extending to the stone. Rows shall be 18 inches apart and plants 18 inches apart from the Mid-tide (Elev. = + 0.5 ') line to the MHW (Elev. = + 0.9 ') line.
 - b. Plantings shall be made by hand with dibble, spade or shovel by opening a hole at the planting site, placing the fertilizer and then the plant in the hole, closing the hole and firming the soil around the plant so that the surface soil level covers the top of the planting pot 1 to 2 inches.

C. *Spartina Patens* Soil Preparation and Planting:

- a. The MHW (Elev. = +0.9 ') lines shall be marked on the ground and plantings shall be made in rows parallel to and beginning three feet (3.0') waterward of the MHW line extending to the limits shown on the Drawings. Rows shall be 18 inches apart and plants 18 inches apart from the MHW (Elev. = + 0.9 ') line to the uplands limit of the wetlands planting.
- b. Plantings shall be made by hand with dibble, spade or shovel by opening a hole at the planting site, placing the fertilizer and then the plant in the hole, closing the hole and firming the soil around the plant so that the surface soil level is ½ to 1 inch above the top of the planting pot root mass. If the soil at the planting site is not wet or damp, the plants shall be sufficiently watered with river water within 4 hours after planting.

4-2

4-4 GOOSE EXCLUSION MEASURES:

Goose exclusion measures shall be installed to protect new wetland plantings. The goose exclusion fence shall be 2-inch by 2-inch wooden posts, 5 feet in length, will be installed approximately 1.5 feet deep at about 10 foot intervals in a grid pattern throughout the planting area and along the perimeter of the planting area. Nylon string, minimum 18 gauge, will be stretched taut between posts, wrapped once around each post, and secured with staples. The first strand of string will be 6 inches above the ground level with 3 additional strands of string installed at even spacing higher up on the posts, for a total of 4 strands. The goose fence will be tied back into the fast land at the landward limit of the area of wetlands planting.

4-5 WETLANDS VEGETATION WARRANTY

The installation contractor will guarantee eighty-five percent (85%) survival of wetland species vegetation that is installed as part of the project every twenty-five (25) feet along the shoreline for a period of one (1) year from the date of acceptance.

4-6 MEASUREMENT:

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum bid

- END OF SECTION -

4-3

5-6

APPENDIX A

_____, _____ COUNTY SEC _____
NATIVE TREE STOCK MATERIALS TABLE

PROPOSED NATIVE TREE STOCK

COMMON NAME	SCIENTIFIC NAME	QUANTITY	ANSI – TYPE	CALIPER RANGE	MIN. HEIGHT	MAX. HEIGHT	MIN. BALL DIAM.
Pin Oak	<i>Quercus palustris</i>	30	shade and flowering Type 1, Shade Tree	2"	5-feet	8-feet	18-inches
TOTAL		30					

5-7

DIVISION 6**RESTORATION OF GRADED AND DISTURBED AREAS****6-1 DESCRIPTION:**

The Contractor shall furnish all labor, materials and equipment required to complete the work described herein in strict accordance with these Specifications. When all construction-related activities are completed, upland permanent seeding shall be accomplished by the Contractor on all graded and disturbed areas in accordance with these Specifications. The responsibility of the Contractor is to accomplish the complete permanent seeding operation within seven (7) calendar days as to the surface of all non-wetland planting, disturbed or graded areas on the project site after completion of the grading work. Once the finished upland seeding operation has been accomplished, the Contractor shall be responsible for initial watering and subsequent maintenance of the seeded area. The Contractor will be required to re-seed any areas which do not show the proper density of vegetation.

6-2 PERMANENT SEEDING: (If Necessary)

- A. Site Preparation: Grade as necessary and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
- B. Seedbed Preparation: Apply 45 lbs. of 10-20-20 fertilizer per acre (1.0 lb/1,000 sq. ft.) harrow or disk into soil to a depth of 2 to 4 inches. Apply pulverized ground limestone at a rate of 90 lbs. per 1,000 sq. ft.
- C. Seeding:
 - 1. Apply Mix 1 with Coastal Panic Grass at 10 lbs./ac. and add Creeping Red Fescue at 15 lbs./ac. and add Partridge Pea at 4 lbs./ac. between Feb. 15 to June 15.
 - 2. Apply seed uniformly with cyclone seeder, drill, cultipacker, seeder or hydroseeder (slurry includes seed, fertilizer, lime, cellulose fibers with binder and water) preferably on a firm, moist seedbed. Maximum seed depth shall be ¼" in clayey soil and not more than ½" in sandy soil, when using other than hydroseeder method.
 - 3. Where feasible, except when a cultipacker seeder is used, the seedbed shall be firmed following seeding operations with a light roller.
- D. Mulching:
 - 1. Mulch Materials: Mulch materials shall be unweathered, unchopped small grain straw (preferably wheat) at the rate of 1-1/2 to 2 tons per acre, or 70 to 90 lbs. per 1,000 sq. ft. Oat straw may contain viable seeds which may provide serious competition for grass and legume seedlings unless clipped and will therefore not be allowed.

6-1

2. Spreading: Spread uniformly by hand or mechanically so that approximately 85% of the soil surface will be covered.
 3. Anchoring: Mulch anchoring shall be accomplished immediately after placement of mulch to minimize loss by wind and water. The chemical binder, "Terra Tack MP" (without fiber) as manufactured by Grass Growers of Plainfield, New Jersey, or an approved equal product shall be applied to all mulched areas at the rate of 100 pounds of dry chemical material to one (1) acre. The dry chemical material shall be mixed with water prior to application, at the rate of one pound per two (2) gallons. Mixing procedures and method of application shall be in accordance with the manufactures latest technical bulletins.
- E. Planting Season: Permanent seedbed preparation and seeding shall be accomplished between Feb. 15 to June 15.

6-3

TEMPORARY SEEDING (If Necessary)

- A. Site Preparation: Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding and mulch application and anchoring.
- B. Seedbed Preparation: Apply 45 lbs. of 10-20-20 fertilizer per acre (1.0 lb/1,000 sq. ft.) harrow or disk into soil to a depth of 2 to 4 inches. Apply pulverized ground limestone at a rate of 90 lbs. per 1,000 sq. ft.
- C. Seeding:
 1. Apply 40 lbs. per acre (1.0 lbs per 1,000 sq. ft.) of Annual Ryegrass between Feb 15 to April 30; August 15 to November 30. Apply 30 lbs. per acre of Foxtail Millet between May 1 to August 14.
 2. Apply seed uniformly with cyclone seeder, drill, cultipacker seeder or hydro-seeder (slurry includes seed, fertilizer, lime, cellulose fibers with binder and water) preferably on a firm, moist seedbed.
- D. Mulching and Mulching Anchoring: Mulching and mulch anchoring shall be accomplished in accordance with Division 6-2D of these Specifications.
- E. Planting Season: Seedbed preparation and seeding shall be accomplished at any time of the year except when the ground is frozen. When the ground is frozen, the seeding shall be postponed until seedbed preparation can be accomplished as described.

6-4

MEASUREMENT

No measurement for payment for this item of work will be made since the cost shall be incidental to the completion of the project.

-END OF SECTION-

6-2

DIVISION 7**AS-BUILT DRAWINGS**

The Contractor shall keep in the job site office a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the Engineer and the Manager. Additionally, one set of all contract drawings must be maintained as "as-built" drawings. These as-built drawings shall be marked up by the Contractor in the field on a regular basis (at least monthly) to record all changes in the work as they occur, and the exact location of all work and equipment in such manner as will provide a complete, accurate "as-built" record. Contractor will not be entitled to receive progress payments unless the on-site as-built drawings are kept up to date as required by the Contract. "As-Built" drawings shall be delivered to the Engineer and Manager, in a condition satisfactory to them, as a condition precedent to Substantial Completion Inspection of the work. Final payment and release of final retainage, if any, will not be made until the as-built drawings are revised in accordance with the Engineer's and Manager's comments and these revised drawings are approved by the Engineer and the Manager.

-END OF SECTION-

CONSTRUCTION BID FORM

Date: 7/25/2022Project No: CRP-1-17

To Whom It May Concern:

We hereby submit our proposal for the following:

PROPOSED Coastal Resiliency and LIVING SHORELINE PROJECT at Selsey Road for
Worcester County, on **Isle of Wight Bay**
Worcester County, Maryland, involving the construction of approximately
 _____ linear feet (L.F.) of segmented stone breakwater, with clean sand fill,
 marsh grass plantings, tree removal, bank grading, native trees and shrubs planting, debris
 removal and restoration of all graded and disturbed areas.

Having carefully examined the "Instructions to Bidders", the "General Conditions", the "Supplemental
 General Conditions" and the Project Drawings and Specifications for the subject construction project:

Drawings Numbered: CRP 1-17 , Sheets 1 of 4 through 4 of 4 Dated: 7/25/2022

Addenda Numbered: _____

Amendment to Invitation to Bid: _____

and having received clarifications on all items of conflict upon which doubt may arise, the undersigned
 proposes to furnish all labor, materials, and equipment called for by the said documents for the entire
 work, in strict accordance with the Contract Documents, for the stipulated sum of:

BASE BID: _____

 (Words) Dollars (\$) _____
 (Numbers)

**The Base Bid shall be the controlling figure in determining the value of the Contract and the
 lowest Base Bid, if accepted, shall be the basis for the Award of the Contract.**

**NOTE: The prices shall be written in both words and numbers. Failure to properly and
 completely fill in all blanks may be cause for rejection of this bid. The Property Owner(s)
 reserves the right to accept or reject any or all bids and to waive any irregularities.**

 (Sign for Identification)

ITEM 8

Page 2 of 6

The **BASE BID** is divided as follows:

BID ITEM 1. Stone Breakwater and sills (totaling approximately _____ L.F.:

_____ Dollars (\$) _____)
(Words) (Numbers)

BID ITEM 2. Clean Sand Fill:

_____ Dollars (\$) _____)
(Words) (Numbers)

BID ITEM 3. Marsh Grass Planting:

_____ Dollars (\$) _____)
(Words) (Numbers)

BID ITEM 4. Trees & Shrubs Work (Removal of Ex. Trees and Planting Native Trees & Shrubs):

_____ Dollars (\$) _____)
(Words) (Numbers)

BID ITEM 5. Debris Removal:

_____ Dollars (\$) _____)
(Words) (Numbers)

BID ITEM 6. Bank Grading and Restoration of All Graded and Disturbed Areas:

_____ Dollars (\$) _____)
(Words) (Numbers)

SCHEDULE OF UNIT PRICES:

The following unit prices, if accepted in the Award of Contract, shall be applied in computing the value of changes, additions, deletions, and substitutions, which may be made in the work following the Award of Contract. Each unit price shall include all work, materials and incidentals necessary to complete the items in accordance with the Project Drawings and Specifications.

NOTE: Prices shall be written in both words and numbers. The schedule of unit prices for all materials and items of work shall be estimated in accordance with the Project Drawings.

1. 600 -lb. to 1,600 -lb. Armor Stone, as shown on the Project Drawings and as specified:

_____ Dollars (\$) _____) per Ton
(Words) (Numbers)

2. Woven Plastic Filter Fabric, as shown on the Project Drawings and as specified:

_____ Dollars (\$) _____) per S.F.
(Words) (Numbers)

(Sign for Identification)

3. Clean Sand Fill, as shown on the Project Drawings and as specified:

_____ Dollars (\$ _____) per C.Y.
(Words) (Numbers)

4. Smooth Cordgrass (*Spartina alterniflora*), as shown on the Project Drawings and as specified:

_____ Dollars (\$ _____) per Plug
(Words) (Numbers)

5. Saltmeadow Hay (*Spartina patens*), as shown on the Project Drawings and as specified:

_____ Dollars (\$ _____) per Plug
(Words) (Numbers)

6. Reinforced Silt Fence, as detailed on the Project Drawings:

_____ Dollars (\$ _____) per L.F.
(Words) (Numbers)

7. Turbidity Curtain, as shown on the Project Drawings:

_____ Dollars (\$ _____) per L.F.
(Words) (Numbers)

8. Stabilized Stone Construction Entrance, as detailed on the Project Drawings (if required):

_____ Dollars (\$ _____) per Each
(Words) (Numbers)

9. Goose Exclusion Fence, if required:

_____ Dollars (\$ _____) per L.F.
(Words) (Numbers)

10. Topsoil, as specified:

_____ Dollars (\$ _____) per C.Y.
(Words) (Numbers)

11. _____ (_____) as shown on the Project Drawings:

_____ Dollars (\$ _____) per Each
(Words) (Numbers)

12. _____ (_____) as shown on the Project Drawings:

_____ Dollars (\$ _____) per Each
(Words) (Numbers)

(Sign for Identification)

ITEM 8

Page 4 of 6

13. _____ (_____) as shown on the Project Drawings:

(Words) Dollars (\$ _____) per Each
(Numbers)
14. Restoration of All Graded and Disturbed Areas, as specified (seeding operation only):

(Words) Dollars (\$ _____) per S.F.
(Numbers)

It is understood that the bid price will be firm for a time period of ninety (90) calendar days from the bid opening date and that if the undersigned is notified of the acceptance of this proposal within this time period, he agrees to execute a contract for the above stated compensation and supply all required documents within ten (10) calendar days of notification, and to guarantee the completion of this work in 365 calendar days (not to extend beyond 180 calendar days) thereafter.

Construction Firm License Number

Date Issued

Place of Issuance

Federal Employer Identification Number: _____

or if not an employer, Social Security Number: _____

Accompanying this proposal is a fully executed Bid Security in the amount of 5% of the bid, when the Base Bid is in excess of \$100,000.00. Bid Bonds, except those of the three low bidders, will be returned after the bid opening. Other Bid Bonds will be returned after the related contract has been executed.

(Sign for Identification)

INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME: _____
 SIGNED: _____
 ADDRESS: _____
 TELEPHONE: _____

CO-PARTNERSHIP PRINCIPAL

In Presence of Witness: _____

FIRM NAME: _____
 ADDRESS: _____
 TELEPHONE: _____

_____ as to BY _____
 PARTNER
 _____ as to BY _____
 PARTNER
 _____ as to BY _____
 PARTNER

CORPORATE PRINCIPAL

NAME OF CORPORATION: _____
 ADDRESS: _____
 Attest: TELEPHONE: _____

_____ BY _____
 CORPORATE SECRETARY PRESIDENT
 (AFFIX CORPORATE SEAL)

ALL BIDDERS:

The Bidder represents, and it is condition precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid a fixed or uniform price.

WITNESS:

_____ (SEAL)
 SIGNATURE OF OFFICER AND TITLE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO before me, a Notary Public of the State of _____,
 this day of _____, county of _____, City of _____,
 _____, 20____.

My commission expires: _____
 NOTARY PUBLIC

(PLEASE SUBMIT ORIGINAL ONLY)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as principal, hereinafter called the principal, and _____ a corporation duly organized under the laws of the State of _____, as surety, hereinafter called the Surety, are held and firmly bound unto _____, hereinafter called the PROPERTY OWNERS, for the sum of _____, for the payment of which sum, the said Principal, and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

(Identify Project by Number and Brief Description)

NOW, THEREFORE, if the Principal, upon acceptance by the PROPERTY OWNERS of its bid identified above, within the period specified herein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bonds as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the PROPERTY OWNERS for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the PROPERTY OWNERS, notice of which extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of Witness: _____ as to _____ INDIVIDUAL PRINCIPAL (SEAL)

In Presence of Witness: _____ CO-PARTNERSHIP PRINCIPAL
 _____ (Name)
 _____ as to By: _____ (SEAL)
 _____ as to _____ (SEAL)
 _____ as to _____ (SEAL)

Attest: _____ CORPORATE PRINCIPAL
 _____ (Name of Corporation)
 Corporate Secretary By: _____ AFFIX CORPORATE SEAL
 _____ (Surety)

Attest: _____ (SEAL) By: _____ AFFIX CORPORATE SEAL
 _____ Title: _____
 Signature

Bonding Agent/s Name _____
 _____ (Business Address of Surety)
 Agent/s Address _____

Contractor's Qualification Questionnaire

IMPORTANT

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking shore erosion control projects.

If a Contractor has not filled in such a questionnaire and turned it over to the Manager prior to setting forth their qualifications to the satisfaction of the Manager, the Contractor may be ineligible for contract award.

I. General

(a) Legal Title, Address and Telephone Number (s) of Organization:

(b) Maryland Representative's Name, Title and Address:

(c) _____ Corporation _____ Co-Partnership _____ Individual (check one)

(d) If Corporation, please indicate:

Date of Incorporation _____ State of Incorporation _____

Title and Name of Principal Officers	Date of Assuming Position
<u>President</u>	_____
<u>Vice-President</u>	_____
<u>Secretary</u>	_____
<u>Treasurer</u>	_____

ITEM 8

(e) If Co-Partnership, please indicate:

Date of Organization _____

Type of Partnership _____
(General, Limited or Association)

Name and Address of Partners

(f) If Individual, please indicate full name and address of Owner:

(g) List major items of construction equipment owned by organization (if not fully owned, so state):

(h) Is your firm certified as a Minority Business Enterprise with the State of Maryland?

_____ Yes _____ No (check one)

If yes, Certification No.: _____

(i) Please List:

Maryland Marine Contractor License #: _____

Maryland Home Improvement Contractor License #: _____

Federal Employer I.D. #: _____

Or if individual, Social Security #: _____

II. Financial

(a) Give total contract value of work accomplished by your organization in each of the last three years:

20 _ \$ _____ 20 _ \$ _____ 20 _ \$ _____

(b) Give contract value of work presently being accomplished by or pending award to your organization:

Date: _____ \$ _____

(c) Give maximum value of contract work for which you could obtain Bond:

\$ _____

General _____ Years Sub _____ Years Marine _____ Years

ITEM 8

- (d) List some principal projects completed by your organization: including shoreline erosion control type projects, if any.

Name of work	General or Sub (if sub, what Type of work)	Type of Project	Year	Owner Name & Address

- (e) 1. What is the money value of the largest project accomplished by your organization?
\$ _____
2. Maximum value in last three (3) years? \$ _____
3. Maximum value you prefer to undertake? \$ _____
4. Price range of work your organization is deemed best adapted to undertake
\$ _____ ---- \$ _____

- (f) Is your organization licensed in the State of Maryland for the current year?
_____ No _____ Yes

Give Date _____ and license number _____

- (g) List any projects your organization has failed to fulfill.

Name of work	General or Sub (if sub, what Type of work)	Type of Project	Year	Owner Name & Address

The above statements are certified to be true and accurate.

Signed and dated at _____

ITEM 8

this _____ day of _____, 20_____.

By _____

Title of Person Signing

Name of Organization

STANDARD RESPONSIBILITY NOTES

Signature of Developer/Owner _____ Date _____
Print Name: _____ Title _____
Address _____
Address _____
Telephone Number _____

OWNER'S/DEVELOPERS CERTIFICATION

12. We hereby certify that all clearing, grading, construction, and/or development will be done pursuant to this plan and that any responsible personnel involved in the construction project will have a certificate of attendance at a Maryland Department of the Environment approved training program for the control of erosion and sediment before beginning the project. I/We hereby authorize the right of entry for periodic on-site evaluation by appropriate inspection and enforcement authority at the State of Maryland, Department of the Environment.

Date _____ Owner/Developer Signature _____
 Training Card No. _____ Print Name and Title _____

DESIGN CERTIFICATION

I hereby certify that this plan has been designed in accordance with the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, the 2009 Maryland Stormwater Design Manual, Volume 1 & 2 including supplements, the Frameworks Article Sections 4-101 through 116 and Sections 4-201 and 215, and the Code of Maryland Regulations (COMAR) 26.17.01 and COMAR 26.17.02 for runoff and sediment control and stormwater management, respectively.

7/26/21
Date

Glenn G. Goss
Designer's Signature

U.S. Registration No. 14544
U.S. P.A. or E.A. (circle one)

Glenn G. Goss
Print Name

PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 14346. Expiration Date: 16 August 2011.

William E. Evans 7/28/21
 Date Date

STANDARD STABILIZATION NOTE:

Strong initial and sustained or re-discovery, permanent or temporary obligations must be completed within:

b.) covers (7) culimeter dips as to all other disturbed or graded areas on the project site not under active erosion.

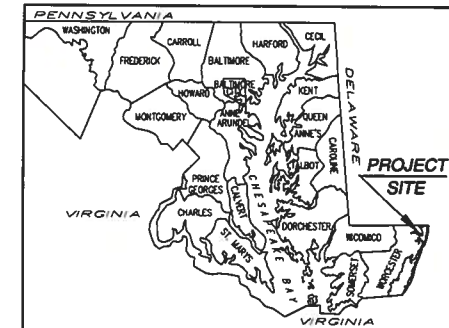


Location Map



Index

No.	Drawing Title
C-1	Cover Sheet
C-2	Existing Conditions
C-3	Proposed Shoreline Layout & Typical Sections
C-4	Sediment and Erosion Control Notes & Details



SITE MAP
NOT TO SCALE

GENERAL NOTES

1. Mean tidal range is 0.9 feet.
2. The horizontal control was established by closed loop traverse.
3. Vertical control is 0.0 feet = MLW.
4. Topographic and hydrographic data obtained June 6, 2019. Coordinate systems is MD state plane.
5. Bench mark shown on plans
6. All dimensions and coordinates given in feet.
7. Existing topography has contour intervals every 1 ft above 0.0 MLW and every 1 ft below MLW.

CONSTRUCTION SCHEDULE

FOR SEDIMENT AND EROSION CONTROL

- 1 Contractor/Developer is to notify the Maryland Department of the Environment (410-974-2641) of the date construction is to begin at least five (5) days prior to the date.(Time Frame= 1 day)
- 2 Clear for and install stabilized construction entrances. (1 day)
- 3 Install silt fence and other erosion and sediment control practices. (1 day)
- 4 Install turbidity curtain as needed to prevent sedimentation during construction. (4 days)
- 5 Remove all debris interfering with shoreline construction as construction proceeds. (continuous)
- 6 Clear trees and underbrush within designated areas as construction proceeds. (continuous)
- 7 Install breakwaters, sills, spurs, revetment, and sand nourishment. (270 days)
- 8 Stabilize and seed all upland disturbed areas as specified.(2 days)
- 9 Remove turbidity curtain.(1 day)
- 10 After establishment of vegetative cover on site, remove silt fence and other erosion and sediment control devices after approval by Maryland Department of the Environment inspector (410-974-2641).

BORING NOTE:

SOIL BORINGS WERE OBTAINED FOR DESIGN PURPOSES ONLY. BORING DATA IS PROVIDED FOR THE CONTRACTORS CONVENIENCE AND IS APPLICABLE ONLY AT THE SPECIFIED POINTS WHERE THE BORINGS WERE PERFORMED. NEITHER ENGINEER OR THE GOVERNMENT WARRANT THE CONTINUITY OF SUBSURFACE CONDITIONS. ALL ELEVATIONS REFER TO MLW DATUM.

**WORCESTER SOIL CONSERVATION DISTRICT SEDIMENT
AND EROSION CONTROL APPROVAL**

District Official _____ **Date** _____

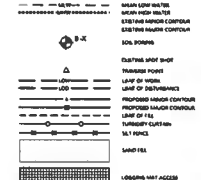
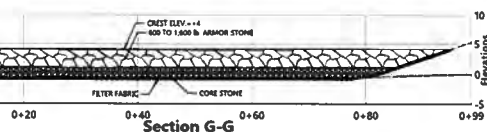
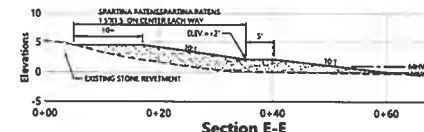
WSDC # _____ **SMALL POND(S) #** _____

*Reviewed for technical adequacy by USDA
USDA, Natural Resources Conservation Service*

COASTLINE DESIGN, P.C.



No	Isipen	Fr	Gr
----	--------	----	----



F:\22213 37 Coastline_CADD_Survey\B\plan\plan\2221337-C3-D1.dwg

STANDARD EROSION AND SEDIMENT CONTROL NOTES

The Maryland Department of Environment requires that these notes, in their entirety, be included on the erosion and sediment control plan. It is recognized that every note may not apply to all projects. The requirement of any individual note not applicable to the subject project is not binding upon the applicant or the applicant's contractor.

- The contractor shall notify the MARYLAND DEPARTMENT OF ENVIRONMENT (MDE) at (410) 537-3510 seven (7) days before commencing any land disturbing activity and, unless waived by the Administration, shall be required to hold a pre-construction meeting between project representatives and a representative of MDE.
- The contractor must notify MDE in writing and by telephone at the following points:
 - The required pre-construction meeting.
 - Following installation of sediment control measures.
 - During the installation of sediment basins (to be converted into permanent stormwater management structures) at the required inspection points (see Inspection Checklist on plan). Notification prior to commencing construction of each step is mandatory.
 - Prior to removal or modification of any sediment control structure(s).
 - Prior to removal of all sediment control devices.
 - Prior to final acceptance.

3. The contractor shall construct all erosion and sediment control measures per the approved plan and construction sequence and shall have them inspected and approved by the agency inspector or MDE inspector prior to beginning any other land disturbances. Minor sediment control device location adjustments may be made in the field with the approval of the MDE inspector. The contractor shall ensure that all runoff from disturbed areas is directed to the sediment control devices and shall not remove any erosion or sediment control measure without prior permission from MDE inspector and agency inspector. The contractor must obtain prior agency and MDE approval for changes to the Sediment Control Plan and / or Sequence of Construction.

4. The contractor shall protect all points of construction ingress and agree to prevent the deposition of materials onto public roads. All materials deposited onto public roads shall be removed immediately.

5. The contractor shall inspect daily and maintain continuously in an effective operating condition all erosion and sediment control measures until such times as they are removed with prior permission from MDE inspector and agency inspector.

6. All sediment basins, trap embankments and slopes, perimeter dikes, ponds and all disturbed slopes steeper or equal to 3:1 shall be stabilized with seed and/or mulch and anchored straw mulch, or other approved stabilization measures, as soon as possible but no later than Three (3) calendar days after establishment. All areas disturbed outside of the perimeter sediment control system must be minimized. Maintenance must be performed as necessary to ensure continued stabilization. (Requirement for stabilization may be reduced to immediate days for sensitive areas.)

7. The contractor shall apply seed and/or mulch and anchored straw mulch, or other approved stabilization measures to all disturbed areas and stockpiles within seven (7) calendar days after stripping and grading activities have ceased in the area. Maintenance shall be performed as necessary to ensure continued stabilization. (Requirement may be reduced to immediate days for sensitive areas.)

A. The seed mix shall be annual ryegrass and fescue. The seed mix shall NOT contain lespedeza.

8. Prior to removal of sediment control measures, the contractor shall stabilize and have established permanent stabilization for all contributory disturbed areas using seed or on approved permanent seed mixture with required soil amendments and an approved anchored mulch. Wood fiber mulch may only be used in seeding season where the slope does not exceed 10% and grading has been done to promote sheet flow drainage. Areas brought to finished grade during the seeding season shall be permanently stabilized as soon as possible, but not later than seven (7) calendar days after establishment. When property is brought to finished grade during the months of November through February, and permanent stabilization is found to be impractical, temporary seed and anchored straw mulch shall be applied to disturbed areas. The final permanent stabilization of such property shall be applied by March 15 or earlier if ground and weather conditions allow.

9. The site's approved letter, approved Erosion and Sediment Control Plans, daily log books, and test reports shall be available at the site for inspection by duly authorized officials of MDE and the agency responsible for project.

10. Surface drainage flows over unstabilized cut and fill slopes shall be controlled by either preventing drainage flows from traversing the slopes or by installing protective devices to lower the water downpours without causing erosion. Dikes shall be installed and maintained at the top of a cut or fill slope until the slope and drainage area to it are fully stabilized, at which time they must be removed and final grading done to promote sheet flow drainage. Protective methods must be provided at points of concentrated flow where erosion is likely to occur.

11. Permanent swales or other points of concentrated water flow shall be stabilized with seed and/or mulch on an approved erosion control matting, rip-rap, or by other approved stabilization measures.

12. Temporary sediment control devices may be removed, with permission of MDE inspector and agency inspectors, within thirty (30) calendar days following establishment of permanent stabilization in all contributory drainage areas. Stormwater management structures used temporarily for sediment control shall be converted to the permanent configuration within this time period as well.

13. No permanent cut or fill slope with a gradient steeper than 3:1 will be permitted in lean maintenance areas. A slope gradient of up to 2:1 will be permitted in non-maintenance areas provided that these areas are indicated on the erosion and sediment control plan with a low-maintenance ground cover specified for permanent stabilization. Slope gradient steeper than 2:1 will not be permitted with vegetative stabilization.

14. For finished grading, the contractor shall provide adequate gradients to prevent water from ponding for more than twenty-four (24) hours after the end of a rainfall event. Drainage courses and grade flow areas may take as long as forty-eight (48) hours after the end of a rainfall event to drain. Areas designed to have standing water shall not be required to meet this requirement.

15. Sediment traps or basins are not permitted within 20 feet of a foundation that exists or is under construction. No structure may be

constructed within 20 feet of an active sediment trap or basin.

16. The MDE inspector has the option of requiring additional safety or sediment control measures, if deemed necessary.

17. All trap depth dimensions are relative to the outlet elevation. All traps must have a stable outlet. All traps and basins shall have stable inflow points.

18. Vegetative stabilization shall be performed in accordance with the Standards and Specifications for Soil Erosion and Sediment Control. Refer to appropriate specifications for temporary seeding, permanent seeding, mulching, sodding, and ground covers.

19. Sediment shall be removed and the trap or basin restored to its original dimensions when the sediment has accumulated to one quarter of the total depth of the trap or basin. Total depth shall be measured from the trap or basin bottom to the crest of the outlet.

20. Sediment removed from traps (and basins) shall be placed and stabilized in approved areas, but not within a floodplain, wetland or tree-rove area. When pumping sediment laden water, the discharge must be directed to a sediment trapping device prior to release from the site. A sump pit may be used if sediment traps themselves are being pumped out.

21. All water removed from excavated areas shall be passed through a MDE approved dewatering practice or pumped to a sediment trap or basin prior to discharge to a functional storm drain system or to stable ground surface.

22. Sediment control for utility construction for areas outside of designated corridors or as directed by engineer or MDE inspector: A. Call Miss Utility at 1-800-257-7777 48 hours prior to the start of work. B. Excavated trench material shall be placed on the high side of the trench. C. Trenches for utility installation shall be backfilled, compacted, and stabilized at the end of each working day. No more trench shall be opened than can be completed the same day, unless: D. Temporary silt fence shall be placed immediately downstream of any disturbed area intended to remain disturbed for more than one day.

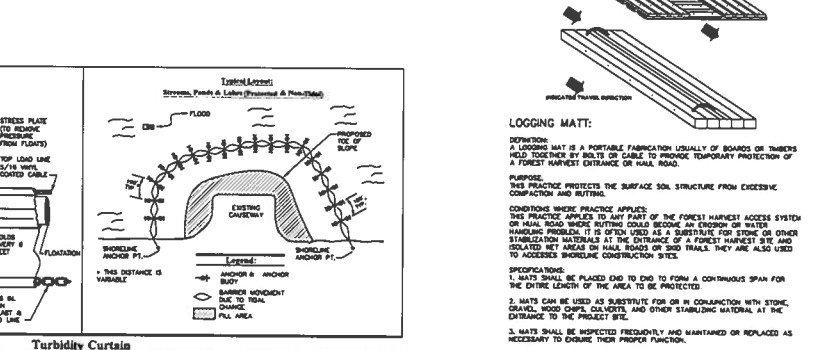
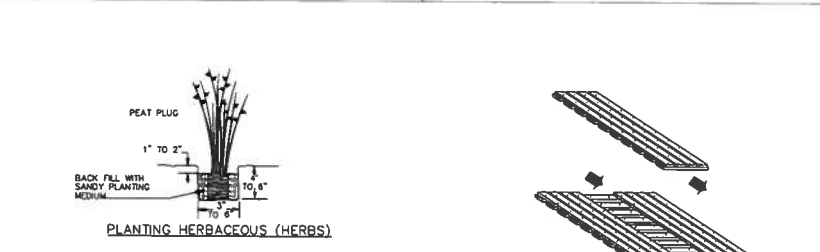
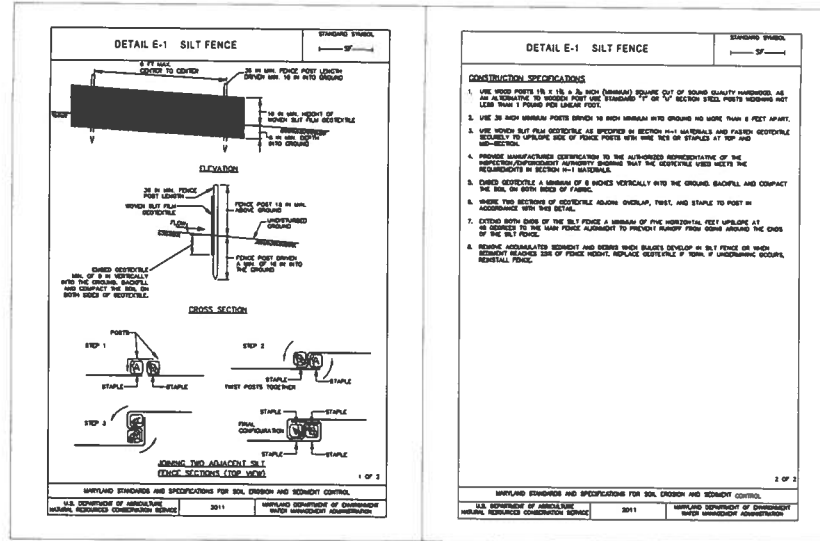
23. Where deemed appropriate by the engineer or inspector, sediment basins and traps may need to be surrounded with an approved safety fence. The fence must conform to local ordinances and regulations. The developer or owner shall check with local building officials on applicable safety requirements. Where safety fence is deemed appropriate and local ordinances do not specify fencing sizes and types, the following shall be used as a minimum standard: The safety fence must be made of galvanized steel and at least 42 inches high, have posts spaced no further apart than 8 feet, have mesh openings no greater than 2 inches in width and 4 inches in height with a minimum of 14 gauge wire. Safety fence must be maintained in good condition at all times.

24. Off-site spoil or borrow areas on State or federal property must have prior approval by MDE and other applicable State, federal, and local agencies; otherwise approval must be granted by the local authorities. All waste and borrow areas off-site must be protected by sediment control measures and stabilized.

25. Sites where infiltration devices are used for the control of stormwater, extreme care must be taken to prevent runoff from unstabilized areas from entering the structure during construction. Sediment control devices placed in infiltration areas must have bottom elevations of least two (2) feet higher than the finish grade bottom elevation of the infiltration practice. When converting a sediment trap to an infiltration device, all accumulated sediment must be removed and disposed of prior to final grading of infiltration device.

26. When a storm drain system outfall is directed to a sediment trap or sediment basin and the system is to be used for temporary conveying sediment laden water, all storm drain inlets in non-ramp areas shall have temporary asphalt berms constructed at the time of base paving to direct gutter flow into the berms to avoid scouring and overflow of inlets in ramp areas.

27. Site Information:
a. Total Area of Facility XX Acres (beam, campus, park, etc.)
b. Area Disturbed _____ Acre(s)
c. Area to be Reroofed or Paved _____ Acre(s)
d. Total Cut _____ Cubic Yards
e. Total Fill _____ Cubic Yards
f. Off-Site Waste / Borrow Area Location will be the responsibility of the contractor.



COASTLINE DESIGN, P.C.

Coastal Resiliency & Living Shoreline Project at Selsey Road

Property Owners Association inc. Worcester County, Maryland

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

2021-2022

8 - 55



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Joseph Parker, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: July 21, 2022
SUBJECT: FY23 Request to Bid - Six Wheel Dump Truck w/ Snow
 Plow Public Works - Roads Division

Attached for your review and approval are bid documents for the purchase of a current production model six-wheel dump truck with a 10 ft. stainless steel dump body and attachments/accessories to be utilized by the Department of Public Works – Roads Division. Included in this packet is the Notice to Bidders, Specifications, Bid Form, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization be provided to solicit bids for the purchase of this vehicle.

The purchase of this dump truck will replace one (1) 2007 International 7300 Dump Truck (#119), the County currently operates.

Funding in the amount of \$146,010.00 for the purchase of one dump truck was approved in the current FY23 operating budget in account 100.1202.9010.010.

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

Attachments

cc: Christopher Clasing, P.E., Deputy Director
 Kevin Lynch, Roads Superintendent

NOTICE TO BIDDERS

Purchase of Dump Truck Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the purchase of one (1) new current production model six-wheel dump truck with a stainless steel 10-foot dump body and attachments/accessories for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, August, 22, 2022**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked **"Dump Truck Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Kevin Lynch, Roads Superintendent, at 410-632-2244, Monday through Thursday, between 6:00 a.m. to 4:30 p.m.

BID SPECIFICATIONS

1. Bids

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner “**Dump Truck Bid**”.

2. Late Bids

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on Monday, August 22, 2022**. Bids received after the appointed time will not be considered.

3. Taxes

- A. The County is exempt from all Federal and States taxes. Therefore, bidders’ price should reflect the same.

4. Scope of Work

- A. To supply one (1) dump truck with a stainless steel 10 ft. dump body and attachments/accessories.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

5. Payment

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

6. Award of Contract

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at **1:00 p.m. on Monday, August 22, 2022**.

- B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

7. Vehicle Specifications

The following specifications represent one (1) cabs and chassis, **current production model**, or equivalent for Worcester County Public Works- Roads Division. Trucks are to be equipped with 10 ft. stainless steel body, tool box, electric controls/central hydraulics, pintle hitch, snow plow, tarp, and attachments.

Base Chassis:

179.0" wheelbase;
104.0" cab to axle;
104.0" usable cab to axle;
65.0" axle to frame.

Frame:

120,000 PSI yield heat treated alloy steel frame rails;
120,000 PSI yield frame reinforcement;
Steel front swept back bumper;
Frame mounted tow hooks (2) front and (2) rear;
Chassis coating – corrosion resistant primer coating for reinforced frame rails in addition to standard procedures.

Front Axle and Suspension:

I-Beam type with 14,000 lb. capacity;
Multi-leaf front spring, shackle type with 14, 000 lb. capacity;
Shock absorbers;
Spring pins rubber bushings, maintenance free.

Rear Axle and Suspension:

23,000 lb. capacity with 200 wheel ends;
Magnetic rear axle drain plug;
23,500 lb. capacity vari-rate multi-leaf springs;
4,500 lb. capacity auxiliary multi-leaf springs;
Gear ratio: 5.38.

Air Brake System:

ABS brakes;
Dual system for straight truck applications;
Dust shields front and rear;
Air Compressor supply line, naturally aspirated;
Color and size coded brakes lines;
Automatic brake slack adjustors (front and rear);

Air tank drain valves with pull chains for air tank;
16.5" x 5.0" S-Cam front brakes, includes 20 sq. in. long stroke brake chamber;
16.5" x 7.0" S-Cam rear brakes, includes 30/30 sq. in. long stroke brake chamber;
Air dryer with heater located inside left rail, back of cab;
Bendix Tu-Flo 550 air compressor – 13.2 CFM capacity.

*Brake system air tanks should be mounted under battery box, or within frame rails to allow as much ground clearance as possible. Should either of these locations interfere with body builder please contact Worcester County to discuss alternatives before proceeding with chassis build.

Exhaust System:

Switchback single, horizontal, aftertreatment device frame mounted outside right rail under cab, includes vertical tail pipe and guard;
Muffler / tail pipe guard non-bright finish;
Tail pipe (1) turnback type, non-bright, for single exhaust;
Exhaust brake/jig brake.

Electrical System:

Power windows, power lock, phone charging port (12v);
12 volt standard equipment;
(2) Maintenance free 12 volt 1300 CCA batteries;
Self-canceling turn signal switch;
Day time running lights included with headlights (2);
Headlight dimmer switch integral with turn signal lever;
Headlights (2) sealed beam, round, with chrome plated bezels - LED;
Jump start stud located on positive terminal of outermost battery;
One electric horn;
Back-up alarm, electric;
Turn signals, front LED includes LED side marker lights, mounted on fenders;
12 Volt - 200 Amp alternator;
AM/FM radio with Bluetooth capability;
Two speed with wash and intermittent windshield wipers;
Low oil pressure/high coolant temperature (light and alarm);
Manual reset circuit breakers;
Trailer auxiliary feed circuit for electric trailer brake accommodation/air trailer ABS, with 30 amp fuse and relay, controlled by ignition switch;
2-Way radio wiring effects – wiring with 20 amp fuse protection, includes ignition wire with 5 amp fuse, wire ends heat shrink and routed to center of header console in cab;
Auxiliary harness 3.0' for auxiliary front head lights and turn signals for front plow applications;
Electric trailer brakes/lights accommodation package to rear of frame, for combined trailer stop, tail, turn, marker light circuits – includes electric trailer brake accommodation package with cab connections including electric brake control, wiring, and trailer socket installed;
Switch, toggle, for work light, lighted – on instrument panel and wiring effects for customer furnished back of cab light;
Body builder wiring back of standard cab at left frame or under extended or crew cab at left frame – includes sealed connectors for tail/amber turn/marker/backup/accessory power/ground and sealed connector for stop/turn.

Front End:

Fiberglass tilt hood and fenders;
Mud flaps;
Stationary grill, chrome;
Insulation under hood for sound abatement;
Insulation, splash panels for sound abatement.

Paint:

White;
Clear coat.

Engine:

Cummins Engine;
Inline six-cylinder wet sleeve diesel engine;
Minimum: 315 HP @2000 RPM;
Minimum: 950 lb. ft. torque @1200 RPM;
Electric engine shutdown;
Spin on type oil filter;
Engine mounted water filter;
Engine mounted fuel filter(s);
Block heater;
Electronic road speed governor;
Hand control throttle;
Federal emission standards;
Horton drivemaster polar extreme fan drive;
Air cleaner dual element;
Engine brake/jig brake.

Transmission:

Automatic Allison transmission.

Radiator:

Aluminum radiator cross flow with transmission air cooler;
Deaeration system with surge tank;
Premium rubber radiator hoses.

Fuel Tank:

70 gallon capacity with step, mounted left side under cab;
DEF tank – 7 gallon.

Cab:

Black rubber floor covering;
Conventional cab;
Arm rest (2);
Clearance marker lights LED, flush mounted;
Tinted windows;
Mirrors (2) rectangular 7.55" x 14.1" convex both sides, breakaway type with brackets and arms;
Gauge cluster (engine oil pressure, water temperature, fuel, tachometer, voltmeter), English
Air ride driver seat with two-man passenger bench seat, vinyl with seatbelts;
Air conditioner with integral heater and defroster;
Single trumpet mounted air horn;
Cab interior trim, deluxe;

Grab handles (interior and exterior);
Steps – two steps per door.

Tires and Wheels:

22.5 x 8.25 hub piloted, painted steel disc wheels, front and rear – 2 hand hole, 10 stud;
11R22.5 (2) Goodyear load range H, 16 ply tires, front;
11R22.5 (4) Goodyear load range G, 14 ply tires, rear;
Front oil lubricated wheel bearings;
Wheels to be painted white.

Body and Hydraulics:

Stainless steel body;
10' 300U with 30" sides or equivalent;
36" cab protector;
3/16" high tensile steel floor;
8 gauge body (sides and ends);
Air tailgate with dirt shedding inverted "V" on top of tailgate;
Hide-A-Step with grab handle – passenger side;
Oval LED mounted on their side between frame rails on pintle plate – (2) red (1) clear;
Dual ovals in rear corner post for (1) LED amber strobe, (1) LED red stop, tail, turn;
Bolt on rear spreader apron;
PH20 pintle hitch mounted 30" from ground (make sure);
Snow plow lights to be heated;
Electric brake control with 7-pin spade plug (make sure);
6 head strobe mounted in the cab shield;
Sealed wiring harness;
Reinstall rear tow hooks;
820SFDA-10 P22 hoist or equivalent;
14"x 36"x 84" behind cab aluminum tool box – AERO or equal;
Reinforced front bumper wrap;
Snow plow push frame (GN200) adding gussets;
Good Roads Model 120M 10' x 36" snow plow or equivalent;
Power angle locking;
Curb bumpers;
Mold board end markers;
Delete adjustable caster shoes;
Rubber snow shield;
All controls must be labeled and illuminated;
Lines extended to rear of chassis for future spreader use (with connections);
Hydra Tarp System with mesh tarp and wind deflector or equivalent;
Rocker switch central hydraulics;
Rear rubber flaps;
Steel front mud guards;
Back up alarm;
Rust proof and undercoat body;
Grip strut between standards;
Stainless steel valve body box and valves installed outside of frame rail;
Stainless steel oil reservoir and sight gauge installed outside of frame rail.

*Total overall height of vehicle including lights not to exceed 134".

Tool Box:

Shall be mounted behind cab;
Aero or equal and shall be approximately 14" in height and approximately 84" wide;
Height shall be from bottom of cab to bottom of rear window;
Shall be constructed of .1875 thick 5454H32 aluminum;
Tool box opening shall be at least 12" wide;
Box shall have 3/4 plywood on floor;
Box shall have 3/4 plywood shelf halfway up the box;
Box shall have full height door on each side opening toward front of vehicle;
Interior dome light with toggle switch;
Box doors shall have automotive type seal.

It is the purpose of these specifications to describe a bumper to frame type snow plow hitch designed for medium to large weight truck. Parts not specifically mentioned - which are necessary to provide a complete and operational unit shall be included in the bid and shall conform in strength and quality of material and workmanship to what is provided to the trade in general.

Two Way Power Angling Snow Plow (Good roads 120M 10 x 36 or equal):

Mouldboard shall be formed using 10 gauge Hot Rolled Steel;
Minimum of 8 vertical 1/2" x 3" ribs with 2 ribs at center hinge point;
2 rows of 1/2" x 3" horizontal ribs running length of mouldboard;
Mouldboard shall be 10 ft. wide and 36" high;
Top of mouldboard shall be channel formed;
Bottom of mouldboard shall have back up angle of not less than 3 1/2" x 3 1/2" x 1/2" angle gusseted;
Sheet shall extend downward below the holes for the cutting edge;
Mouldboard shall be equipped with a built-in snow shield of 10 gauge steel;
Cutting edge shall be 3/4" x 6" full length with carbide insert;
Cutting edge shall have 11/16 square holes punched and be replaceable;
Two way power angle plow to be equipped with hydraulic cylinders, for angle operation;
The semi-circle angle shall be rolled down 3 1/2" x 3 1/2" x 1/2" angle with a front tube of 4" x 4" x 3/8" square tube running a minimum length of 116" along the rear of the mouldboard;
Semi-circle shall be attached to the mouldboard at five points with the outside points measuring a minimum of 116";
Fully automatic trip device mounted on the semi-circle with heavy duty trunnion support sockets with grease fittings;
Trip device shall consist of 2 fully enclosed trip springs with a minimum of 5/8" diameter contained in a 6" OD 10 gauge tubular housing;
Recoil springs shall also be provided on the spring rod to cushion return action;
Push frame members shall be 4" x 13.8 lb. ship channels and connected by means of an equalizer bar at the end with front bumper wrap reinforcement over OEM bumper or equal to include front tow hooks. Chassis dealer to supply all required wiring codes to be used by body outfitter;
Drive bar ears shall be a minimum of 1 1/2" thick, 21" apart with holes drilled to accommodate 1 1/4" drive pins;
Drive pins shall be 1 1/4" with painted ends and fabricated of heat-treated, hardened steel;
Pin locking mechanism shall be provided to hold snow plow in a set position;
Length of push frame from moldboard attaching point to the truck hitch attaching point shall be 36" and shall allow sufficient bumper clearance at 42 degrees left and right;
Mouldboard to have curb bumpers;
Mouldboard end markers shall extend 28" and be of high visibility;

Mouldboard shoes #62100352 Goodroads are required or equal;
Driving lights shall be impact resistant polycarbonate housing, rectangular in design with a quartz Halogen beam, part of fender mount – LED Plow Lights;
Lights shall have integrated turn signal and parking lamp;
Lights to be mounted on fenders of truck and lights to be heated;
Unit is to be painted Tangerine;
Hydraulic lift cylinder shall be 4" bore x 10" stroke with chrome plated rod and minimum 2000 PSI working pressure;
Unit to be equipped with snow shield assembly.

*The **Hydraulic System** described herein is to supply power to operate the dump body hoist cylinder, snow plow, lifting cylinder, power angling, spreader spinner and auger functions. The system shall permit completely independent, yet simultaneous operation of the dump body hoist and spreader. The hydraulic system shall return fluid back to the reservoir when all circuits are "OFF".*

Hydraulic System:

Hydraulic/Hot Shift PTO with direct mount flange and P22 commercial pump;
Pump inlet suction shall not exceed five (5) inches mercury vacuum at start-up and positive pressure on inlet not to exceed 5 PSI during normal operation;
Main system bank control valve shall have 6 bank electric solenoid controlled valves;
Spreader On and Off valve "A" will direct flow of oil to dual flow control valve, must be inside cab;
Circuit to incorporate pressure compensated flow divider;
Regulated flow to mid inlet, excess flow to spreader unit;
Oil split to provide 6 gallons to body and plow lift;
Body lift circuit, Valve "B" will direct system flow to a double acting hoist cylinder. The adjustable priority flow regulator is to be pressure compensated type with by-pass port;
Valve is to be set so that a portion of system flow will be directed to body hoist cylinder so that its speed of elevation is such that it will not affect operation of spreader;
Relief valve back to tank is to be incorporated in the line to the rod end of the cylinder and is to be preset to cylinder manufacturer's specifications;
Plow lift circuit Valve C will direct flow to a double acting 4" x 10" lift cylinder;
Plow reverse circuit Valve D will direct flow to the plow reversing cylinders;
Valve will have a motor spool to allow plow lock to engage when return to neutral position;
Control valve shall be mounted outside the frame rails directly behind the cab in an aluminum box. Valve shall be controlled by cab mounted electric switches within easy reach of driver. All controls are to be labeled and illuminated;
Oil reservoir is to be at least 30 gallon capacity - all stainless steel construction, and mounted to chassis frame with flanges which are welded to tank and bolted to frame;
Return filter to be 50 G.P.M. minimum and contain an electric pressure sensor and bypass circuit to activate a dash warning light when element is clogged;
Filter shall have a 10 micron rating;
Suction line is to have an in-tank suction strainer and shall have a 125 micro rating - a 30 P.S.I. bypass and a 2" minimum port;
Reservoir to be equipped with a filler breather with mesh basket and chain;
Reservoir must contain a 5" level temperature indicator;
Reservoir to be equipped with 3/4" magnetic drain plug located at the lowest point;
One hydraulic test point must be installed permanently in the pump discharge line at a convenient point. All connections between the test points and tester shall be of quick disconnect type. All flow, pressure and temperature of simultaneous or individual functions of the entire hydraulic system must be measured from 1 point;

Suction line shall enter the front side of the tank a few inches off the tank bottom;
Suction line shall be a minimum of 2" I.D. and be connected through a 2" full flow ball valve directly mounted to tank;
Suction line shall be equipped with replaceable strainer;
Return line shall enter tank above oil level, extend to near the bottom of tank and be equipped with a replaceable automotive type 10 micron filter;
Return line filter shall have a condition indicator gauge;
Liquid level switch shall be provided in tank which will activate a red warning light in cab when tank level drops to ½ capacity;
Dash mounted light to be clearly labeled;
Reservoir tank to have sight gauge;
Hydraulic system must totally shut down all pump flow to system when hose failure occurs;
System shall be piped with high pressure hose long enough and pliable enough to ensure easy removal and installation;
Hoses to be equipped with JIC swivels on each end;
Lines equipped with quick couplers and dust caps shall extend to vehicle rear for spreader operation and to the front bumper for plow lift cylinder and plow reversing cylinder.
Couplers on these lines shall be reversed, male-female to prevent incorrect hook-up and mounted in collector manifolds;
Couplers shall be furnished as complete sets. In cases where the lines are not connected to equipment, the mating part of each coupler shall be furnished as on-vehicle equipment;
Lines shall be clearly and permanently labeled at collector manifolds;
Fittings shall be permanently attached on hoses with swivel joints located at ends of each hose assembly.

Tarp System:

New 22 hydraulic operated tarp system with heavy duty arms;
Include mesh tarp, cab control operated and wind deflector.

Warranty:

Extended warranty - 60 months or 150,000 miles from delivery date to include engine, engine electronics, injectors, front axle, rear axle, propshaft, and transfer case;
Extended warranty – 60 months – Allison Transmission;
Exhaust after treatment extended warranty – 60 months or 100,000 miles.

Miscellaneous:

One spare disc wheel 22.5 x 8.25;
Service Manual (Chassis) – MUST BE A BOOK;
Operator's Manual (Chassis);
Lineset Tickets (Chassis);
Parts Books (Body & Hoist);
Operator's Manual (Hydraulic System);
Parts Manuals (Hydraulic System);
Repair Manual (Hydraulic System);
Parts Manual (Snow Plow);
Successful body vender to complete and deliver back to successful chassis vender;

If there are any specification differences please make sure to note them when submitting your bid.

BID FORM**Worcester County Department of Public Works – Roads Division
“FY23 - Purchase of Two Dump Trucks”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) current production model six-wheel dump truck with 10 ft. stainless steel dump body and attachments/accessories and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

One (1) dump truck with 10 ft. stainless steel dump body and attachments/accessories (current production model):

Year _____ Make _____ Model _____

Total Cost Per Unit: \$ _____

Total Bid Price including delivery: \$ _____

If there are any specification differences please make sure to note them when submitting your bid.

Delivery To: Department of Public Works – Roads Division
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: _____

BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

VENDOR LIST

International of Delmarva
Attn: Beth Brittingham
Post Office Box 2135
Salisbury, MD 21801
Phone No.: 410-546-1122
Fax: 410-749-9440
Email: bbrittingham@transteck.com

Easton Truck Center
Attn: Beth Brittingham
9433 Ocean Gateway
Post Office Box 1567
Easton, MD 21601
Phone No.: 1-410-822-0066
Fax: 410-822-4838
Email: bbrittingham@transteck.com

Freightliner of Delmarva
Attn: Beth Brittingham
Post Office Box 2135
Salisbury, MD 21802
Phone No.: 410-896-3560
Fax: 410-896-9357
Email: bbrittingham@transteck.com

Bayshore Ford Truck Sales, Inc.
Attn: Ava Halpin
4003 N. Dupont Highway
New Castle, DE 19720
Phone: 302-656-3160, ext. 1156
Fax: 302-656-5089
Email: ahalpin@bayshoretruckcenter.com

Western Star Trucks of Delmarva
A Division of J. G. Parks & Son
Attn: Joe Pieroschek
24360 Ocean Gateway
Post Office Box 416
Mardela Springs, MD 21837
Phone No.: 410-742-0400; Cell: 410-430-6123
Fax: 410-749-5938
Email: trucksales1@jgparks.com

Bergey's Truck Center
Attn: Nevin Bergey
30299 Foskey Lane
Delmar, MD 21875
Phone No.: 1-800-338-6225
Fax: 410-896-2766
Email: nbergey@bergeys.com

Delmarva Kenworth
Attn: Richard Weyandt
613 Clara Street
Dover, DE 19904
Phone No.: 302-674-2300
Fax: 302-735-1841
Email: richard@delmarvakenworth.com



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
 Joe Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Chs Cy*
DATE: July 25, 2022
SUBJECT: Small Project Agreement – Buas Mini Storage

Attached for approval is a Small Project Agreement for the Buas Mini Storage water service extension along Route 50 in Berlin. This project will provide public water service for fire protection only via the Riddle Farm Service Area to the proposed mini storage.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Papa & Nana Buas LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

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

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

Attachment

cc: Dallas Baker, Jr., P.E.

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

THIS AGREEMENT made this 25 day of July, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of Riddle Farm Service Area, hereinafter called "Service Area" and Papa & Nana Buas LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT "Buas Mini Storage Water Main Extension" hereinafter called "Facilities."

B. LOCATION PROPERTY

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

Deed Reference 5368/68 Tax Map 0026 Parcel 114 & 116

C. SERVICE TO BE PROVIDED water service to the water main for fire protection service only to the Buas Mini Storage. Line shall not be used for or connected to potable water for the facility unless expressly authorized by Worcester County.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by 2022 complete construction by 2023 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

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

E. SPECIAL REQUIREMENTS N/A

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 \$3,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$3,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve Buas Mini Storage with fire protection service only.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

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

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

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

Weston Young, P.E.
Chief Administrative Officer

(SEAL)
Joseph M. Mitrecic, President

Witness:

DEVELOPER

Meaghan Paul
Meaghan Pollin
(Print Name)

SPIRO BUA
Print Name and Capacity

(SEAL)
Signature



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
 Joe Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Chs C4*
DATE: July 25, 2022
SUBJECT: Small Project Agreement – Refuge at Windmill Creek

Attached for Commissioner approval is a Small Project Agreement for extension of water and sewer service for the Refuge at Windmill Creek development in the River Run Service Area. This project is for extension of water and sewer service for 90 single family detached dwelling units and a community pool/recreational area for a total of 90 EDUs.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required The Refuge at Windmill Creek, LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

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

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

Attachment

cc: Dallas Baker, Jr., P.E.

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

THIS AGREEMENT made this ____ day of _____, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the River Run Sanitary Service Area, hereinafter called "Service Area" and The Refuge at Windmill Creek, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT The Refuge at Windmill Creek hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:
Deed Reference 8017/0021 Tax Map 15 Parcel 127 and 259.

C. SERVICE TO BE PROVIDED

Gravity sewer service, and water service for 90 single family detached dwelling units and a community pool / recreation area for a total of 90 EDUs. Additionally, the onsite gravity sewer will connect to a new onsite pump station, which will convey sanitary sewer to an offsite forcemain associated with River Run Pump Station No. 1. The new onsite pump station will be conveyed to Worcester County once accepted by the Commissioners of Worcester County.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by May 30, 2022 and complete construction by May 1, 2023 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.

7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS

F. CONSTRUCTION AGREEMENTS

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

G. CHARGES, COSTS, FEES AND EXPENSES

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

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve: N/A, no additional EDUs purchased and no future phases beyond the 90 EDUs are proposed
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.

2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.
3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness


County Commissioners of Worcester County, Maryland

Weston Young, P.E.
Chief Administrative Officer

(SEAL)
Joseph M. Mitrecic, President

Witness:


DEVELOPER



The Refuge at Windmill Creek, LLC

JUSTIN GOOD
(Print Name)

Thomas Natelli, Jr. Vice President
Print Name and Capacity



(SEAL)
Signature



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
 Joe Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *CWS*
DATE: July 25, 2022
SUBJECT: Small Project Agreement – OC Airport Water Main Extension

Attached for Commissioner approval is a Small Project Agreement for the Ocean City Municipal Airport water main extension. This project will provide public water service for fire protection only via the Mystic Harbour Service Area to the future hangar buildings at the Ocean City Municipal Airport.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required the Mayor and City Council of Ocean City to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

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

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

Attachment

cc: Dallas Baker, Jr., P.E.

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

THIS AGREEMENT made this ____ day of _____, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of Mystic Harbour Service Area, hereinafter called "Service Area" and Mayor and City Council of Ocean City, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT "Ocean City Municipal Airport Water Main Extension" hereinafter called "Facilities."

B. LOCATION PROPERTY

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

Deed Reference 122/151 Tax Map 0033 Parcel 14

C. SERVICE TO BE PROVIDED water service to the water main for fire protection service only to the Ocean City Municipal Airport hangars. Line shall not be used for or connected to potable water for the facility unless expressly authorized by Worcester County.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Commence construction of Facilities by August 2022 complete construction by June 2023 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
5. 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.
6. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
7. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

8. 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.
9. 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 N/A

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. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve Ocean City Municipal Airport hangars with fire protection service only.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.
3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.

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

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

Weston Young, P.E.
Chief Administrative Officer

(SEAL)
Joseph M. Mitrecic, President

Witness:

DEVELOPER

Dean Dashiell

Dean Dashiell
(Print Name)

Mayor & City Council of Ocean City - MD

Hal O. Adkins - Director of Public Works

Print Name and Capacity

AS REP
(SEAL)
Signature



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
 Joe Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Chs Cf*
DATE: July 25, 2022
SUBJECT: Small Project Agreement – Royal Farms Store #156

Attached for Commissioner approval is a Small Project Agreement for the Royal Farms Store #156 in the Ocean Pines Service Area. This project is for the extension of water and sewer service to the Royal Farms store for a total of 8 EDUs.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Two Farms Inc. to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

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

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

Attachment

cc: Dallas Baker, Jr., P.E.

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

THIS AGREEMENT made this ____ day of _____, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of Ocean Pines Service Area, hereinafter called "Service Area" and Two Farms Inc., hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Royal Farms Store #156 hereinafter called "Facilities."

B. LOCATION PROPERTY

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

Deed Reference 08130/00427 Tax Map 0021 Parcel 0253 Lot 3B

C. SERVICE TO BE PROVIDED Install of 8" PVC sanitary sewer lateral, 2" water service and meter.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by July 2022 complete construction by June 2023 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.

10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS N/A

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 are costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve Royal Farms Store #156 with water and sewer service.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

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

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

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

Weston Young, P.E.
Chief Administrative Officer

(SEAL)
Joseph M. Mitrecic, President

Witness:

DEVELOPER

Terri Z

Two Farms, Inc.

Terri Thomas
(Print Name)

Chris Bolling - Construction Mgr.

(SEAL)
Signature



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>

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director *JKK*
DATE: July 25, 2022
RE: Request for Determination of Nuisance - 10130 Silver Point Lane

The purpose of this memo is to request the County Commissioners assistance in the abatement of nuisance conditions on the above referenced property. The Department has received and investigated complaints relative to the amount of personal property located on the site, as well as four vehicles and two vessels with alleged expired registrations, and three vessels that are docked, but sinking in the water. Staff has found the complaint to be valid.

Despite a slow start, significant progress has been made in the past month. However, the nuisance conditions on the property have not been fully removed as of the date of this memorandum. Therefore, it is my recommendation that the County Commissioners declare these conditions to be a nuisance that must be abated under the following regulations:

Section PH 1-101(a)(4)A. limits the amount of personal property that may be stored outdoors without proper screening to no more than one hundred square feet of land area per parcel or lot.

Section PH 1-104(c) allows property owners to maintain untagged vehicles and vessels, provided they are either (1) in a completely enclosed structure, (2) screened from view from any adjacent property or road by fence or other enclosure, or (3) there are no more than two such vehicles/ vessels, and they are located in the rear yard.

The Annotated Code of Maryland, Natural Resources Article § 8-721 defines an abandoned or sunken vessel, and allows the state to remove the vessel and take it into custody. DNR has given the property owner's spouse two weeks to remove the sunken vessels from the property. Worcester County may also take corrective action with respect to these vessels under ZS § 1-107.

The property owner of record is deceased, but his wife currently resides on the premises. She is

in receipt of the letters sent by mail regarding the conditions on the property and has spoken directly to Lisa Wilkens, Zoning Inspector, on several occasions. While the conditions are not primarily visible from Silver Point Lane, the full extent of the nuisance conditions can be seen from adjoining properties. Attached you will find the report prepared by Ms. Wilkens, along with aerial views of the subject property (2019 imagery), photographs of the property conditions, and copies of the code sections referenced above.

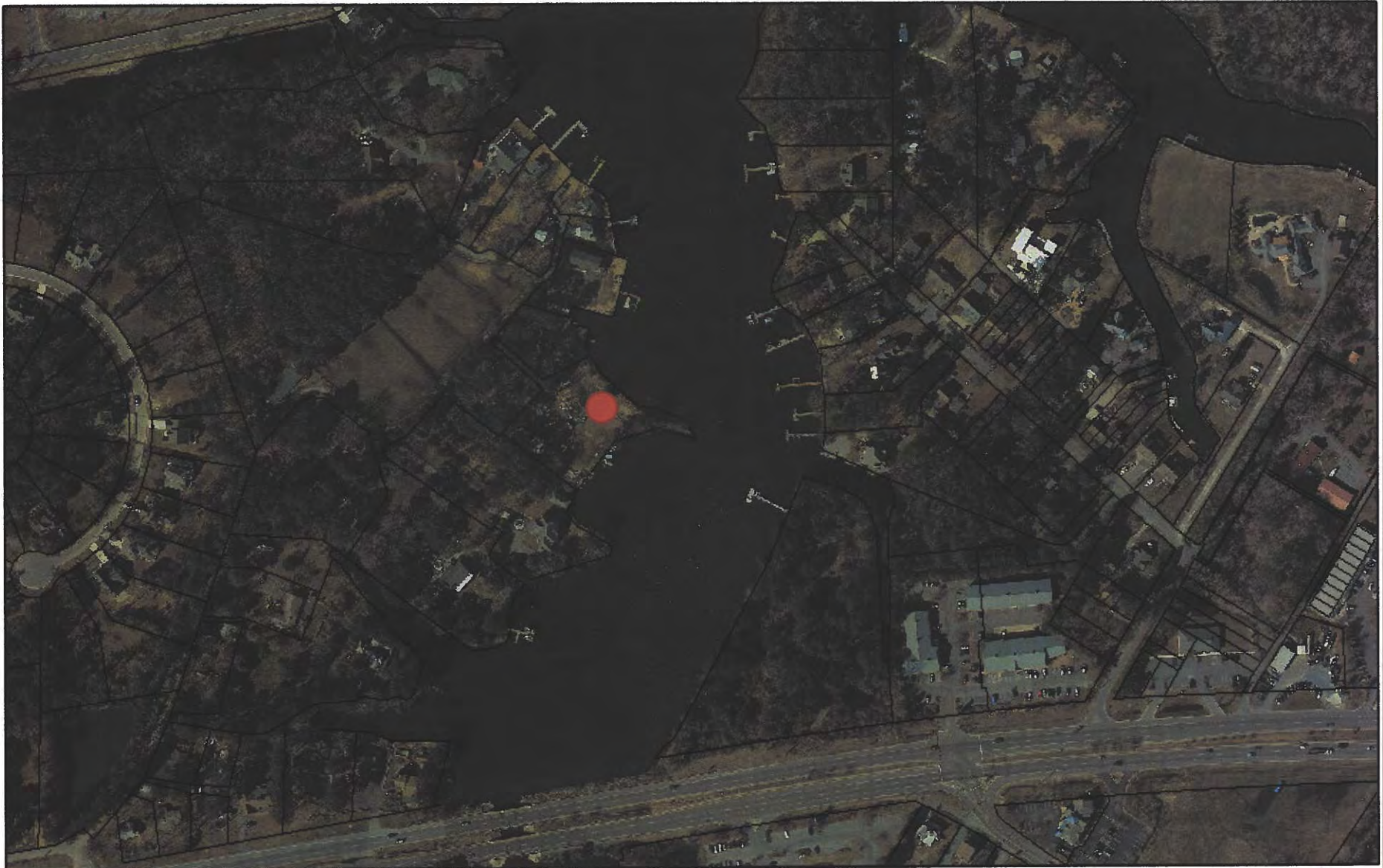
Should the County Commissioners concur with my recommendation, I have prepared a draft of the Abatement Order to be sent to the property owner of record in care of his spouse.

As always I will be available to discuss this matter with the Commissioners at their convenience.

cc: Gary Pusey, Deputy Director
Kristen Tremblay, Zoning Administrator
Lisa Wilkens, Zoning Inspector

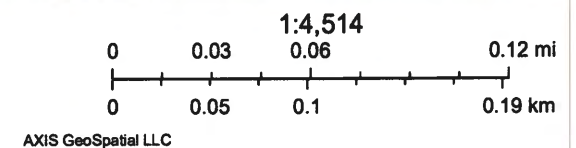
Silver Point Lane

ITEM 14



7/21/2022, 10:33:08 AM

- | | |
|--|---|
|  Override 1 | Worcester_MrSIDGen4_Mosaic_Meter.sid |
|  Property Lines |  Red: Band_1 |
| |  Green: Band_2 |
| |  Blue: Band_3 |



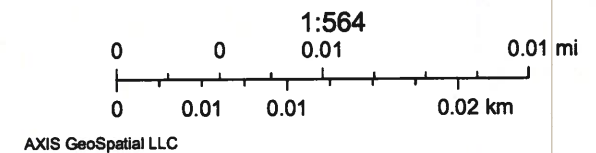
DRP ArcGIS Web Map
2019 Aerial Photography

14 - 3



7/21/2022, 10:31:06 AM

- Worcester_MrSIDGen4_Mosaic_Meter.sid
- Property Lines
 - Wetlands
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



10130 Silver Point Lane

Photographs taken July 25, 2022



10130 Silver Point Lane
Photographs taken July 25, 2022



10130 Silver Point Lane – Tax Map 26 Parcel 235**Request for Nuisance Abatement – Report of Actions Taken**

3/15/2021	Visited Site; Could not enter due to no trespassing signs. Unable to view the full extent; debris and dumpsters were visible down the driveway.
3/17/2021	Sent Letter
6/7/2022	Was able to obtain permission from neighboring property to view and take photos.
6/8/2022	Sent Second Letter
	Property Owner's Wife Sharon Brown reached out via phone to Lisa Wilkens allowing access to property.
6/15/2022	Visited Property; Observed personal property in excess of 100 square feet also including: 4 junk vehicles, 2 boats on the land and 3 boats in the water.
7/11/2022	Follow-up Visit Occurred
7/20/2022	Sharon Brown Came to Office to Talk with Lisa Wilkens
7/21/2022	Site Visit to photograph evidence of improvements towards compliance. Noted that there are still items to remove as well as vehicles and vessels to be tagged. Told Ms. Brown that property would be sent to County Commissioners for Abatement on August 2, 2022. Encouraged further compliance prior to meeting date. Department of Natural Resources gave Ms. Brown 2 weeks to remove boats from property.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

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

March 17, 2021

James Brown
10130 Silver Point Lane
Ocean City MD 21842

RE: Investigation of Nuisance Complaint
Tax Map 26 Parcel 235

Dear Mr. Brown:

The purpose of this letter is to inform you that the Department has received a nuisance complaint associated with the property located at 10130 Silver Point Lane. The nuisance complaint alleged that there has been debris dropped on the property. On March 15, 2021, the Department conducted a visual inspection of the property from the public road. Based on this preliminary inspection, the Department has determined this nuisance to be valid.

The Public Health Article, Subtitle I Environmental Health Hazards, Section PH 1-101 has declared certain conditions to be nuisances. Section PH 1-101 (a) (3) states any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation of rats, mice, snakes or vermin of any kind or accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health constitutes a public nuisance.

The Department is willing to work with the property owner and/or person(s) creating the nuisance to develop and implement an action plan which will result in the elimination of the nuisance. Depending upon the violation, the Department will provide the property owner and/or the one causing the nuisance sufficient, but limited time to correct the violation. As owner of the above referenced property, you ultimately are the one responsible for the correction of the violation.

Page Two
Nuisance Complaint

The purpose of this paragraph is to emphasize the importance of remedying the nuisance complaint, and to inform you of the severity of the issue. In accordance with Section PH 1-101(c), anyone permitting or maintaining a nuisance shall be guilty of a civil infraction. Each day the nuisance is permitted or maintained shall constitute a separate infraction. A property owner of the property on which a nuisance exists, as well as the person causing the nuisance, shall be guilty of such civil infraction. In the event a nuisance is not eliminated, the Department will request that the County Commissioners abate the complaint. If the County Commissioners decide to abate the nuisance, the property owner(s) and/or person(s) causing the nuisance will be responsible for costs, including legal fees, associated with the remediation of the violation.

Please contact the office within the next week to schedule a meeting to discuss this matter, and to develop an action plan. I would like to thank you in advance for your swift attention and your anticipated cooperation in this matter.

Sincerely,

Lisa Wilkens
Zoning Inspector

10130 Silver Point Lane

Photographs taken June 7, 2022





DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21780

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

James Brown
10130 Silver Point Lane
Ocean City MD 21842

RE: Investigation of Nuisance Complaint
Tax Map 26 Parcel 235

Dear Mr. Brown:

The purpose of this letter is to inform you that the Department has received another nuisance complaint associated with the property located at 10130 Silver Point Lane. The nuisance complaint alleged that there has been debris dropped on the property. On March 15, 2021, and again on June 7, 2022 the Department conducted a visual inspection of the property from the public road. Based on this preliminary inspection, the Department has determined this nuisance to be valid.

The Public Health Article, Subtitle I Environmental Health Hazards, Section PH 1-101 has declared certain conditions to be nuisances. Section PH 1-101 (a) (3) states any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation of rats, mice, snakes or vermin of any kind or accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health constitutes a public nuisance.

The Department is willing to work with the property owner and/or person(s) creating the nuisance to develop and implement an action plan which will result in the elimination of the nuisance. Depending upon the violation, the Department will provide the property owner and/or the one causing the nuisance sufficient, but limited time to correct the violation. As owner of the above referenced property, you ultimately are the one responsible for the correction of the violation.

Page Two
Nuisance Complaint

The purpose of this paragraph is to emphasize the importance of remedying the nuisance complaint, and to inform you of the severity of the issue. In accordance with Section PH 1-101(c), anyone permitting or maintaining a nuisance shall be guilty of a civil infraction. Each day the nuisance is permitted or maintained shall constitute a separate infraction. A property owner of the property on which a nuisance exists, as well as the person causing the nuisance, shall be guilty of such civil infraction. In the event a nuisance is not eliminated, the Department will request that the County Commissioners abate the complaint. If the County Commissioners decide to abate the nuisance, the property owner(s) and/or person(s) causing the nuisance will be responsible for costs, including legal fees, associated with the remediation of the violation.

Please contact the office within the next week to schedule a meeting to discuss this matter, and to develop an action plan. I would like to thank you in advance for your swift attention and your anticipated cooperation in this matter.

Sincerely,

Lisa Wilkens
Zoning Inspector



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 SERVICES DIVISION

June 16, 2022

James Brown
10130 Silver Point Lane
Ocean City, MD 21842

RE: Investigation of Nuisance Complaint

Mr. Brown:

The purpose of this letter is to inform you that the Department has received another nuisance complaint associated with the property located at 10130 Silver Point Lane. The nuisance complaint alleged that there has been debris dropped on the property. On March 15, 2021 and again on June 7, 2022 the Department conducted a visual inspection of the property from the public road. Based upon this preliminary inspection, the Department has determined this nuisance to be valid.

The Public Health Article, Subtitle 1 Environmental Health Hazards, Section PH 1-101 has declared certain conditions to be unsafe for public health: "Any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation of rats, mice, snakes, or vermin of any kind or the accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health."

Please be advised that you have 30 days in which to remove any debris.

The Department is willing to work with you to obtain full compliance with the applicable regulations. However, please be advised that if the condition has not been remedied within the 30-day timeframe allotted, the Department has the ability to issue a civil citation for each day thereafter that the condition remains, as well as proceed with the abatement of the nuisance through the Worcester County Commissioners.

ITEM 14

The purpose of this paragraph is to emphasize the importance of remedying the nuisance complaint, and to inform you of the severity of the issue. In accordance with Section PH1-101(c), anyone permitting or maintaining a nuisance shall be guilty of a civil infraction. Each day the nuisance is permitted or maintained shall constitute a separate infraction. A property owner of the property on which a nuisance exists, as well as the person causing the nuisance shall be guilty of such civil infraction. In the event a nuisance is not eliminated, the Department will request that the County Commissioners abate the complaint. If the County Commissioners decide to abate the nuisance, the property owners and/or persons causing the nuisance will be responsible for costs, including legal fees, associated with the remediation of the violation.

Please notify us as soon as possible regarding the actions that you will take to address the conditions and bring the property into compliance.

Your prompt attention to this matter is greatly appreciated. Please reach out to this office to discuss as soon as possible in order to avoid compliance enforcement.

I may be reached via email lwilkens@co.worcester.md.us or by phone 410-632-1200.

Yours,

Lisa Wilkens
Zoning Inspector

10130 Silver Point Lane

Photographs taken July 21, 2022



§ PH 1-101. Nuisances. [Amended 11-10-1987 by Bill No. 87-5; 4-25-1989 by Bill No. 89-2]

(a) Certain conditions to be declared nuisances. The existence of any of the following conditions in the County which are found to be dangerous or prejudicial to the maintenance of property values, health, safety or general welfare of the people of the County by the duly designated County department or official are hereby declared to constitute a public nuisance: **[Amended 11-16-2004 by Bill No. 04-11]**

(1) The uncontrolled growth of grass, weeds or other rank vegetation, including but not limited to ragweed, poison ivy, poison oak, poison sumac, and all other noxious weeds which are generally known to be either allergenic, a skin irritant, or toxic when ingested, to a height exceeding one foot. **[Amended 5-18-2010 by Bill No. 10-4]**

A. The above requirement shall not apply where the Department has determined, after an investigation which considers the physical characteristics or actual use of the property or other relevant factors, that the property qualifies as one of the following: properties utilized for a bona fide agricultural purpose, natural wooded areas, stream protection areas, habitat protection areas, steep slope and erodible soil protection areas, stormwater management facilities areas, unimproved areas of more than three acres in size, areas publicly owned and maintained as natural areas, and private open space areas covenanted with the County as recreational areas to be maintained in their natural state. In no case shall noxious weeds as described above be allowed to grow within sixty feet of any property line adjoining an occupied property zoned for residential, commercial or industrial purposes. In addition, the above requirement shall not apply to wetlands, stream protection areas, habitat protection areas, steep slope and erodible soils protection areas, stormwater management facilities areas and nature study areas. Any uncontrolled growth as described in and subject to the provisions of this section shall be cut to a height not exceeding four inches.

B. Where it is ascertained that the owner, occupant or person in control of any lot or lands within the County has allowed or maintained on such lot or lands any growth of weeds or other rank vegetation to a height over one foot or that noxious weeds, as defined herein, are growing on lands within the County, written notice shall be served upon the owner, lessee, agent, or tenant having charge of any lot or lands within the County that weeds or other rank vegetation have been allowed to grow to a height exceeding one foot and that such weeds or other vegetation must be cut to a height not exceeding three inches. If the owner or other person having charge of such lands is a nonresident, notice shall be sent by regular United States mail to his address as shown on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. Mailing by regular United States mail shall constitute adequate notice. In addition such notice shall be posted on the lot or lands not less than fifteen

§ PH 1-101

§ PH 1-101

days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, posting of such notice on the lot or land shall constitute adequate notice.

- (2) Any accumulation of animal or vegetable matter or manure that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health.

A. The provisions of this section pertaining to manure shall not apply to legitimate agricultural land use unless said use is immediately adjacent to a residential structure on another lot. In such cases, manure cannot be stored within one hundred feet of the residential structure.

- (3) Any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation therein of rats, mice, snakes, or vermin of any kind or the accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health.

- (4) Other than as provided in Subsections (a)(4)A and B below, the outdoor storage or accumulation of personal property occupying greater than one hundred square feet of land area per parcel or lot, including but not limited to the following: appliances, appliance parts, furniture, linens, household goods, lawn mowers, auto, truck, boat, recreational vehicle, motorcycle or bicycle parts, scrap metal, glass, scrap paper, bicycles, wire, electrical or plumbing parts and fixtures, tools, building supplies and materials not in storage for existing permitted construction activity on the site.

A. When the storage or accumulation of personal property as described in Subsection (a)(4) above is visually screened from adjoining public road rights-of-way and adjoining properties or contained wholly within a completely enclosed structure, the storage or accumulation of personal property may occupy greater than one hundred square feet of land area per parcel or lot.

B. The provisions of this subsection shall not apply to properties utilized for bona fide agricultural purposes.

- (5) The deposit or accumulation of any foul, decaying or putrescent substance or garbage, trash, rubbish or other offensive matter upon the ground surface or in or upon any groundwater, abandoned well, sewage system, bathing area, lake, pond, watercourse, ditch, drain, gutter or tidewater, hole or pit.
- (6) The overflow of any foul liquids or sewage or the escape of any sewage or sewage gas from any privy, cesspool, septic tank, subsurface tile field or any

§ PH 1-101

§ PH 1-101

other type of sewage system which is not connected to a municipal sewage system; or any open cesspool or unsafe sewage system. **[Amended 7-26-2005 by Bill No. 05-8]**

- (7) A toilet or urinal in any public or quasi-public building which is maintained in an unsanitary condition.
- (8) The accumulation or deposit of manure, human feces, garbage, cannery wastes or by-products, feathers and poultry offal, carcasses of animals or any form of filth.
- (9) A polluted or unsafe water system, well or spring or the pollution of any well or spring. **[Amended 7-26-2005 by Bill No. 05-8]**
- (10) Any premises having an unsafe sewerage system or facility, or that is not provided with a suitable toilet or sanitary privy for all persons gathering, working or living therein. **[Amended 7-26-2005 by Bill No. 05-8]**
- (11) Any dilapidated, burned-out, fallen-down, ramshackled or decayed structure or remnant thereof which is unattended and uninhabitable or unusable for its intended purpose and is beyond reasonable hope of rehabilitation or restoration. The Commissioners, in making a determination of a nuisance condition under this subsection, shall consider the historical significance of the structure and its danger or potential danger to the public.
- (12) Any unattended and unprotected man-made hole, cave, crater, cavity, pit or pool or similar surface condition which constitutes or has the potential of becoming a hazardous area to the public because of potential for cave-in, subsidence or collapse or because of an accumulation of water.
- (13) The disposition of any animal carcass upon the surface of any land, road or highway.
- (14) Such other similar conditions as the County Commissioners may determine to be prejudicial or dangerous to the health or safety of the people of the County or any of the above or similar conditions as may be determined by the County Commissioners to be prejudicial to property values in the County.

(b) Procedure for determination of nuisance.

- (1) The County Commissioners shall, by resolution, designate County departments or officials to investigate, determine the existence of and issue citations for nuisances.
- (2) The County Commissioners or any department or official designated to enforce this Subtitle may require that nuisance complaints be in writing, signed by the complainant and contain such information as may be necessary to locate and investigate the condition.
- (3) No complaint shall be necessary to institute the investigation of a nuisance.

§ PH 1-101

§ PH 1-101

- (4) Departments and officials designated to enforce this Subtitle shall cooperate with each other in sharing information and making investigations.
- (5) The investigating department or official shall, after investigation, determine whether or not a nuisance exists.

(c) Violations.

- (1) Anyone permitting or maintaining a nuisance as determined hereunder shall be guilty of a civil infraction.
- (2) Each day that a nuisance is permitted or maintained shall constitute a separate infraction.
- (3) A property owner of property on which a nuisance exists, as well as the person causing the nuisance, shall be guilty of such civil infraction.
- (4) Nothing in this Subtitle shall prohibit the abatement of a nuisance under any other legal procedure or relieve a person charged with a civil infraction hereunder from liability under any other civil or criminal enactment.

- (d) Notice. In addition to the penalties contained in Subsection (c) hereof, where it has been determined pursuant to Subsection (b)(5) hereof that a nuisance exists, the Department or official making such determination shall cause written notice to be sent to the property owner, as well as the occupant or other person in possession of the property in question, said notice to describe the nature of the nuisance and the actions necessary for correction. Such notice shall be sent by registered mail to the owners address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. If the address of any owner or person having charge of such lot or lands which is the subject of the nuisance cannot be located after diligent search or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, posting of such notice on the lot or land shall constitute adequate notice. Such notice shall be posted on the lot or lands not less than seven days prior to taking any further action and shall contain information describing the nature of the violation, the required corrective action, and whom to contact for further information. **[Added 11-16-2004 by Bill No. 04-11;¹ amended 5-18-2010 by Bill No. 10-4]**

(e) Applicability.

- (1) This Subtitle shall apply only in the unincorporated areas of Worcester County and shall not apply to any disposal site operated by the County Commissioners or the Worcester County Sanitary Commission.²
- (2) This Subtitle shall not apply to any legal, bona fide, recognized agricultural practice, provided that such practice does not constitute a health hazard.

1. Editor's Note: This bill also redesignated former Subsection (d) as Subsection (e).

2. Editor's Note: The Sanitary Commission was abolished by Bill No. 93-19.

§ PH 1-104. Junk vehicles. [Added 5-9-1989 by Bill No. 86-8; amended 11-17-1998 by Bill No. 98-21]

- (a) **Definitions.** As used in this section, the following terms shall have the meanings indicated:

DEPARTMENT — The county department charged by the County Commissioners with the enforcement hereof.

JUNK VEHICLE OR VESSEL — Any vehicle which is without a current license plate or plates, or any vessel which is without a valid certificate of number or a valid use sticker and is in either a rusted, wrecked, discharged, dismantled, partly dismantled, inoperative, or abandoned condition. A "junk vehicle or vessel" shall be classified in one of two categories:

- (1) **RESTORABLE** — - A junk vehicle or vessel that is in a condition whereby repairs to the same could be made to place it in operating condition without exceeding the estimated value when repaired.
- (2) **WRECK** — - A junk vehicle or vessel in such condition that it is economically unsound to restore the same to operating condition, considering the repairs to be made, age of the vehicle and market value of the vehicle if it were restored, or in such condition that the public officer determines that it warrants such classification.

MAJOR ASSEMBLY COMPONENT — Body, frame, engine assembly, transmission or rear axle assembly.

OPERATING CONDITION — In a condition where the vehicle is capable of passing all required tests and inspections imposed by the laws of the State of Maryland for a vehicle to be operated in the State of Maryland or in a condition where the vessel is capable of passing all required tests and inspections imposed by the United States Coast Guard for operation upon the water.

OWNER OF RECORD — The owner of a parcel of land as reflected on the records of the State Department of Assessments and Taxation for Worcester County.

POSSESS — To have in one's possession. The owner of record of a parcel of land shall be deemed to be in possession of any junk vehicle or vessel or major assembly component thereof found thereon.

REGISTERED OWNER — The owner of a junk vehicle as reflected in the records of the Motor Vehicle Administration or the owner of a junk vessel as reflected in the records of the Department of Natural Resources of the State of Maryland or the United States Coast Guard.

VEHICLE — A vehicle or part thereof that is defined as a vehicle under the Transportation Article of the Annotated Code of Maryland.

VESSEL — A vessel or part thereof that is defined as a vessel under the Natural Resources Article of the Annotated Code of Maryland.

- (b) **Prohibition.** Except as herein set forth, after April 1, 1990, it shall be unlawful to

§ PH 1-104

§ PH 1-104

possess any junk vehicle or vessel or major assembly component in Worcester County for more than thirty days in any one calendar year.

(c) Applicability. This section shall not apply in any of the following cases:

- (1) In the incorporated areas of Worcester County.
- (2) To any junk vehicle or vessel or major assembly component thereof which is located in a properly zoned area in conjunction with a bona fide legally maintained dealership, junkyard or repair facility or on any property pursuant to a duly granted permit under § ZS1-328 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County providing for transient uses.
- (3) To any junk vehicle or vessel or major assembly component thereof which is maintained within a completely enclosed structure or completely screened from view from any adjacent property or road by a fence or other enclosure.
- (4) To the maintaining of not more than two restorable junk vehicles or vessels in the rear yard of any lot located in any zone.
- (5) To any junk vehicle or vessel or assembly component thereof for which a permit has been issued by the County Commissioners pursuant to Subsection (i) hereof.

(d) Procedure upon violation. The department shall, upon detection of a violation hereof, proceed as follows:

- (1) Twenty days written notice shall be given to the owner of record of the parcel on which the junk vehicle or vessel or major assembly component thereof is located. A copy shall also be sent to the last known registered owner of the junk vehicle or vessel or major assembly component thereof, if known, to license, repair or remove the same, and a copy of such notice shall be posted on the junk vehicle or vessel or major assembly component thereof.
- (2) If the terms of this section are not complied with within the twenty-day period as provided, the County Commissioners shall then have the power and authority to take into custody and physically remove the junk vehicle or vessel or major assembly component thereof by towing or otherwise moving it to an open storage area provided by the County Commissioners, where the junk vehicle or vessel or major assembly component thereof shall remain for at least twenty days. Neither the County Commissioners, the towing facilities utilized nor the respective agents of each shall be held liable for any damage or theft that may be incurred to said junk vehicle or vessel or major assembly component thereof during the period of towing or storage.
- (3) During the twenty-day period the junk vehicle or vessel or major assembly component thereof shall remain posted, the department shall publish at least one notice in a newspaper of general circulation in Worcester County identifying the junk vehicle or vessel by make, year, model, serial number,

color and owner's name (if known), stating the location where stored and stating that the same will be permanently disposed of unless reclaimed by the registered owner within twenty days; and during the twenty-day period, the registered owner shall be entitled to reclaim the junk vehicle or vessel or major assembly component thereof by furnishing the County Commissioners sufficient proof that he is the registered owner and that the junk vehicle or vessel will be licensed or repaired, or both, as the case may require, and by paying to the County Commissioners all towing charges, costs of notice and storage costs, if any.

- (4) If the junk vehicle or vessel or major assembly component thereof is not reclaimed within the twenty days, it shall be conclusively presumed to be abandoned by its owner, and the failure of the owner or lien holders to exercise their right to reclaim the junk vehicle or vessel or major assembly component thereof within the time provided shall be deemed a waiver by the registered owner and all lien holders of all right, title and interest in the junk vehicle or vessel or major assembly component thereof and shall constitute consent to the County Commissioners to dispose of the junk vehicle or vessel or major assembly component thereof by public or private sale, giving the same to any person or junkyard or disposing of the same by any other reasonable means.
- (e) Costs. In the event that a junk vehicle or vessel or major assembly component thereof is not claimed by the owner thereof and is disposed of in accordance with the provisions hereof, the costs thereof shall be borne by the registered owner and owner of record of the parcel from which the junk vehicle or vessel or major assembly component thereof was removed. The costs shall include all direct costs incurred by the County Commissioners in the removal, towing and disposal of the junk vehicle or vessel or major assembly component thereof, less any amount received by the County Commissioners on account of the junk vehicle or vessel (if any). The costs shall constitute a lien upon the real estate of the owner of record of the parcel from which the junk vehicle or vessel or major assembly component thereof was removed and shall be collectible in the same manner as real estate taxes.
- (f) Penalties. Violation of the provisions of this section shall constitute a civil infraction and shall be subject to the provisions of the County Government Article of the Code of Public Local Laws relating to civil infractions.
- (g) Right of entry. The Department shall have all rights of entry necessary to effectuate the intent of this section.
- (h) Elimination program. The County Commissioners may, by resolution, adopt procedures for the elimination of junk vehicles or vessels or major assembly components thereof in Worcester County which violate the provisions of this section. Such programs adopted may provide for payments for junk vehicles or vessels and payments for the reporting of junk vehicles or vessels or major assembly components thereof.
- (i) Permits. The County Commissioners, pursuant to applications upon forms provided by the County Commissioners, may grant permits for possession of junk vehicles

§ PH 1-104

§ PH 1-104

or vessels or major assembly components thereof for a period of up to one year. Permits shall be issued only for an owner or occupant of his property to permit his vehicles or vessels for good cause such as sale, repair or restoration and may not be extended or renewed. The cost of the permit shall be set by resolution of the County Commissioners. Only one permit per property shall be issued at any one time. No more than five permits may be issued for any one property in any one calendar year.

Document: Md. NATURAL RESOURCES Code Ann. § 8-721

Md. NATURAL RESOURCES Code Ann. § 8-721

Copy Citation

Statutes current through all legislation of the 2021 Regular Session of the General Assembly.

**MD - Annotated Code of Maryland NATURAL RESOURCES TITLE 8. WATERS SUBTITLE 7.
STATE BOAT ACT**

§ 8-721. Removal and disposal of abandoned or sunken vessels.

(a) "Abandoned or sunken vessel" defined. -- In this section, "abandoned or sunken vessel" means any vessel that:

- (1)** Is left illegally or has remained without permission for more than 30 days on public property, including public marinas, docks, or boatyards;
- (2)** Has remained at the following locations for more than 60 days without the consent of the owner or person in control of the property:
 - (i)** A private marina or property operated by a private marina; or
 - (ii)** A private boatyard or property operated by a private boatyard;
- (3)** Has remained at the following locations for more than 30 days without the consent of the owner or person in control of the property:
 - (i)** A private dock; or
 - (ii)** At or near waters' edge on private property;
- (4)** Has remained on private property other than the private property described in items (2) and (3) of this subsection for more than 180 days without the consent of the owner or person in control of the property; or
- (5)** (i) Has been found adrift or unattended in or upon the waters of the State and:
 - 1.** Is found in a condition of disrepair;
 - 2.** Presents a hazard or obstruction to the use of the waters of the State; or
 - 3.** Presents a potential health or environmental hazard; and
- (ii)** Is not:
 - 1.** Historic property as defined in § 5A-301 of the State Finance and Procurement Article; or

2. Submerged archaeological historic property as defined in § 5A-333 of the State Finance and

Procurement Article.

(b) Seizure and removal by Department. --

(1) The Department may seize, remove, and take into custody any abandoned or sunken vessel.

(2) For this purpose, the Department may use its own personnel, equipment, and facilities or use other persons, equipment, and facilities for removing, preserving, or storing abandoned or sunken vessels.

(3) The Department, or a person removing, preserving, or storing an abandoned or sunken vessel on behalf of the Department, may not be held liable for any damage to an abandoned or sunken vessel which may occur during removal, storage, or custody of the vessel.

(c) Notice to owner and secured parties. --

(1) Except as provided in subsection (g)(2) of this section, not later than 15 days before an abandoned or sunken vessel is seized, removed, or taken into custody under subsection (b) of this section, the Department shall send a notice, by certified mail, return receipt requested, bearing a postmark from the United States Postal Service to the last known registered owner of the vessel, as shown on the records of the Department.

(2)

(i) Except as provided in subparagraph (ii) of this paragraph, as soon as reasonably possible but not later than 15 days after the Department takes an abandoned or sunken vessel into custody, the Department shall send a notice, by certified mail, return receipt requested, bearing a postmark from the United States Postal Service to the last known registered owner of the vessel and to each known secured party, as shown on the records of the Department.

(ii) As soon as reasonably possible but not later than 15 days after the Department takes an abandoned or sunken vessel into custody in accordance with subsection (g)(2) of this section, the Department shall send a notice, by certified mail, return receipt requested, bearing a postmark from the United States Postal Service to the last known registered owner of the vessel and to each known secured party, as shown on the records of the Department.

(d) Contents of notice. -- The notices required by subsection (c) of this section shall:

(1) Describe the vessel;

(2) If the vessel was taken into custody in accordance with subsection (g)(2) of this section, describe the actual or potential hazard mitigated by removal of the vessel;

(3) Give the location where the vessel is being held;

(4) Inform the owner and secured party of a right to reclaim the vessel within 3 weeks of receipt of the notice required in subsection (c)(2) of this section upon payment to the Department of any expenses incurred during removal and custody of the vessel; and

(5) State that failure to claim the vessel will constitute:

(i) A waiver of all right, title, and interest in the vessel; and

(ii) A consent to the Department's disposition of the vessel.

(e) Notice by publication. --

(1) If the Department is unable to determine the last registered owner or the identity of any secured

party of the abandoned or sunken vessel, or if the certified mail notice required under subsection (c) of

this section is returned as undeliverable, the Department shall give the required notice by publication in at least 1 newspaper of general circulation in the area where the abandoned or sunken vessel was found.

(2) The notice by publication shall contain the information required under subsection (d) of this section and shall be published within 30 days of the seizure of the abandoned or sunken vessel, or within 15 days of the return of the certified mail notice as undeliverable.

(f) Disposal following failure to claim vessel. -- If the owner or secured party fails to claim the abandoned or sunken vessel within 3 weeks after the certified mail notice or after the notice by publication is given, the Department may sell the vessel at public auction, proceed to receive title to the vessel pursuant to § 8-722 of this subtitle, or otherwise dispose of the vessel.

(g) Disposal without notice. --

(1) If the abandoned or sunken vessel is in such a condition of disrepair that the Department cannot remove the vessel intact, the Department may dispose of the vessel in whatever manner is reasonable without providing the notice required under subsections (c) through (e) of this section.

(2)

(i) If the Department determines that an abandoned or sunken vessel poses an immediate hazard or obstruction to navigation, a potential health hazard, or a potential environmental hazard, the Department shall take the vessel into custody without providing the notice required under subsection (c) (1) of this section.

(ii) The Department shall keep a written record of a determination made under this paragraph, including the actual or potential hazards mitigated by removal of the vessel.

(h) Delegation of authority. -- The Department may delegate the Department's authority to remove and dispose of abandoned or sunken vessels under this section to any local jurisdiction that consents to the delegation.

(i) Regulations. -- The Department, in consultation with the Director of the Maryland Historical Trust, may adopt regulations to implement this section.

(j) Funds may not be used for removing or storing abandoned or sunken vessels. -- The Department may not use funds budgeted for the Natural Resources Police for the purpose of removing or storing abandoned or sunken vessels under this section.

History

1985, ch. 670; 1990, ch. 6, § 2; 1991, ch. 55, § 1; 1997, ch. 214; 2001, ch. 575; 2010, ch. 418; 2017, ch. 408; 2020, ch. 75, § 1; ch. 76, § 1.

Worcester County, MD
Thursday, July 21, 2022

Subtitle ZS1:I. General Provisions

§ ZS 1-107. Territory affected.

- (a) Generally. This Title shall apply to all lands, structures, waters and properties within the County, including all submerged lands, water areas and islands, but not including lands, structures, waters and properties lying within the zoning jurisdiction of the County's incorporated municipalities unless a municipality has, by resolution, requested the County to exercise such authority over its jurisdiction and the County Commissioners, by Public Local Law, have accepted such authority, in which case this Title shall also apply to all lands, structures, waters and properties within such requesting municipality. As set forth in § ZS 1-104(a) hereof, all County-owned or County-controlled land and the use thereof shall be subject to this Title, including the procedures for applications, reviews and approvals, unless exempted pursuant to § ZS 1-104(d) hereof.
- (b) Federal and state lands. This Title shall be fully applicable to all federal and state lands to the extent permitted by law. This Title shall be fully applicable to privately owned, leased or operated facilities or land uses on federal or state lands.
- (c) Municipally owned lands. This Title shall be fully applicable to all municipally owned lands outside of municipal corporate limits.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Communications Recorder Refresh

Date: July 13, 2022

The Department of Emergency Services requests approval to procure a hardware and software refresh related to the communications recorder used for all required 9-1-1, telephone, and radio recording. This proposed procurement would be with Exacom, our current provider, includes substantial cost savings due to using existing licenses, and includes HGAC contract pricing. The total project cost is \$149,539.95. Due to substantial savings in licensing and the fact that HGAC contract pricing is applied, the Department requests approval to enter into this procurement in the best interest of the County without formal local bidding.

The Department also requests approval to request funding from the State of Maryland 9-1-1 Board in the amount of \$149,539.95 to cover the cost of this procurement and suggest that procurement approval be conditional upon funding approval from the 9-1-1 Board.

I am available to answer any questions at your convenience.

TECHNICAL REFRESH BUDGETARY QUOTATION

Quote No: Q-2022-EXA-0105

Date: 6/9/2022

"Hindsight" Fault-Tolerant Digital Logging Recorder System For: Worcester County, MD

Purchaser

James Hamilton
Asst. Director Emergency Services
Worcester County, MD
1 West Market Street
Snow Hill, MD 21863
410-632-3080
jhamilton@worchester.md.us

EXACOM Customer

James Hamilton
Asst. Director Emergency Services
Worcester County, MD
1 West Market Street
Snow Hill, MD 21863
410-632-3080
jhamilton@worchester.md.us

Customer Requirements:

Worcester County, MD needs to refresh their existing Exacom recorders s/n 2025, 2026 to continue full support and receive the latest version of Exacom recording software enabling the latest enhanced features.

Configuration as quoted should match the current recorder, plus addition of new elements. Currently licensed for 80 total channels.

Existing systems only record Avaya phones on the primary recorder. Redundant recording of Avaya phones may be added if desired.

New integrations requested include Vesta Text-2-911, RapidSOS, and Aqua. Analog line cards will be re-used for redundant recording of the Vesta 911 positions. The existing Channel Sense Modules can be re-used, but are no longer supported and will not be part of the maintenance agreement.

Depending on how the systems are used, Aqua and RapidSOS may not be needed on the Backup.

Included are four (4) EARS units for analog recording of up to four channels each at four remote sites. Licensing is included for forwarding the EARS recordings to both recorders.

Installation includes transfer of existing recordings.

Pricing uses Exacom's HGAC Contract RP07-20.

EXACOM Proposed Solution Summary Primary Recorder:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9000101-03	HSX-601	HindSight 600 Series Multi Media Recording Platform - Dual Proc (includes HindSight Core Software, Dual Processor, 16GB RAM, 3-2TB Drives - 4TB RAID 5, Dual Hot Swap Pwr Sply, Windows Server 2019, Microsoft SQL Server 2019 Std, D/DVD/KB/Mouse, 19" Monitor w/ Spkrs)	\$18,800.00	\$18,800.00
1	9000710	HS-Q-Nic	Quad NIC Card	\$735.00	\$735.00
1	9000712	HS-D-Serial	Dual Serial Card	\$125.00	\$125.00
1	9000513-02	HS-LX-BU6	HindSight 300/600 series Storage Backup Solution w/ HS Backup Software – Minimum 6TB RAID 5 (equivalent or larger)	\$6,995.00	\$6,995.00
1	9002200	HS-I-ANI-ALI	HindSight ANI/ALI Serial Interface	\$2,495.00	\$2,495.00
1	9000718-01	HS-R-Card-Refresh	Reuse existing card for refreshed system (one 24 channel analog card)	\$7,250.00	\$7,250.00
1	9002297	HS-I-AURA-AES	HindSight Avaya Aura AES Integration (used with H.323 phones)	\$6,995.00	\$6,995.00
1	9002213	HS-I-Vesta	HindSight Airbus Vesta NG911 Passive SIP Integration	\$9,995.00	\$9,995.00
1	9002225	HS-I-H-P25-2	HindSight Harris P25 - Phase 2	\$24,995.00	\$24,995.00
1	9002242	HS-I-ENC	HindSight AES/DES Encryption, Supports KDF/KMF/OTAR	\$19,995.00	\$19,995.00
24	9002600	HS-AD-CL	HindSight Single-Channel A/D SW License	\$250.00	\$6,000.00
32	9002601	HS-V-CL	HindSight Single-Channel VoIP SW License (Vesta)	\$400.00	\$12,800.00
24	9002602	HS-P25CL	HindSight Single-Channel P25-RoIP License (L3Harris)	\$600.00	\$14,400.00
5	9002412	HS-CUL	HindSight Concurrent User Client License	\$695.00	\$3,475.00
1	9002252	HS-I-I3-Log-V	HindSight I3 Logger Interface - Vesta	\$4,995.00	\$4,995.00
1	9002302	HS-I-Rapid	HindSight RapidSOS Integration	\$9,995.00	\$9,995.00
1	9002203	HS-I-AQUA	HindSight AQUA Integration	\$9,995.00	\$9,995.00
5	9002431	HS-CUL-UR	HindSight Concurrent Client License Refresh	\$495.00	\$2,475.00

1	9002288	ExaHealth	HINDSIGHT health and monitoring service. Supports SNMP and Email notifications.	Included	\$0.00
1	9002289	ExaBackup	Backup software for HINDSIGHT.	Included	\$0.00

Equipment List Price: \$162,515.00

Channel/License Transfer Credit: (\$108,400.00)

Equipment Sub-Total: \$54,115.00

HGAC Discount: (\$12,717.03)

Equipment Sub-Total: \$41,397.98

Installation, Configuration and Training: \$4,500.00

1 9004000 HS-SUP-E HW/SW Warranty/Service Year 1 (Remote support - Essentials): \$20,805.20

Ext-Warranty Hardware & Software Support -per year for years 2-6 automatically renewable at annual rate of: \$20,805.20

Solution Total: \$66,703.18

EXACOM Proposed Solution Summary Backup Recorder:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9000101-03	HSX-601	HindSight 600 Series Multi Media Recording Platform - Dual Proc (includes HindSight Core Software, Dual Processor, 16GB RAM, 3-2TB Drives - 4TB RAID 5, Dual Hot Swap Pwr Sply, Windows Server 2019, Microsoft SQL Server 2019 Std, D/DVD/KB/Mouse, 19" Monitor w/ Spkrs)	\$18,800.00	\$18,800.00
1	9000710	HS-Q-Nic	Quad NIC Card	\$735.00	\$735.00
1	9000712	HS-D-Serial	Dual Serial Card	\$125.00	\$125.00
1	9000513-02	HS-LX-BU6	HindSight 300/600 series Storage Backup Solution w/ HS Backup Software – Minimum 6TB RAID 5 (equivalent or larger)	\$6,995.00	\$6,995.00
1	9002200	HS-I-ANI-ALI	HindSight ANI/ALI Serial Interface	\$2,495.00	\$2,495.00
1	9000718-01	HS-R-Card-Refresh	Reuse existing card for refreshed system (one 24 channel analog card)	\$7,250.00	\$7,250.00
1	9002213	HS-I-Vesta	HindSight Airbus Vesta NG911 Passive SIP Integration	\$9,995.00	\$9,995.00
1	9002225	HS-I-H-P25-2	HindSight Harris P25 - Phase 2	\$24,995.00	\$24,995.00
1	9002242	HS-I-ENC	HindSight AES/DES Encryption, Supports KDF/KMF/OTAR	\$19,995.00	\$19,995.00
24	9002600	HS-AD-CL	HindSight Single-Channel A/D SW License	\$250.00	\$6,000.00
32	9002601	HS-V-CL	HindSight Single-Channel VoIP SW License (Vesta)	\$400.00	\$12,800.00
24	9002602	HS-P25CL	HindSight Single-Channel P25-RoIP License (L3Harris)	\$600.00	\$14,400.00
1	9002412	HS-CUL	HindSight Concurrent User Client License	\$695.00	\$695.00
1	9002252	HS-I-I3-Log-V	HindSight I3 Logger Interface - Vesta	\$4,995.00	\$4,995.00
1	9002302	HS-I-Rapid	HindSight RapidSOS Integration	\$9,995.00	\$9,995.00
1	9002203	HS-I-AQUA	HindSight AQUA Integration	\$9,995.00	\$9,995.00
1	9002431	HS-CUL-UR	HindSight Concurrent Client License Refresh	\$495.00	\$495.00
1	9002288	ExaHealth	HINDSIGHT health and monitoring service. Supports SNMP and Email notifications.	Included	\$0.00
1	9002289	ExaBackup	Backup software for HINDSIGHT.	Included	\$0.00

Equipment List Price: \$150,760.00

Channel/License Transfer Credit: (\$98,625.00)

Equipment Sub-Total: \$52,135.00

HGAC Discount: (\$12,251.73)

Equipment Sub-Total: \$39,883.28

Installation, Configuration and Training: \$4,500.00

1 9004000 HS-SUP-E HW/SW Warranty/Service Year 1 (Remote support - Essentials): \$19,534.45

Ext-Warranty Hardware & Software Support -per year for years 2-6 automatically renewable at annual rate of: \$19,534.45

Solution Total: \$63,917.73

EARS Addition:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
4	9000900	EARS-104	4-Channel EARS	\$4,495.00	\$17,980.00
2	9002243	HS-I-EARS-AQ	HindSight EARS FTP/Streaming Integration	\$995.00	\$1,990.00
8	9002604-01	HS-EARS-FL	HindSight - Single-Channel EARS FTP License	\$350.00	\$2,800.00
EARS Addition List Price:					\$22,770.00
HGAC Discount:					(\$5,350.95)
EARS Subtotal:					\$17,419.05
Installation, Configuration and Training:					\$1,500.00
1	9004000	HS-SUP-E	HW/SW Warranty/Service Year 1 for (Remote support - Essentials):		\$0.00
EARS Addition Total:					\$18,919.05

Summary:

				Equipment List Price:	\$336,045.00
				Channel/License Transfer Credit:	\$207,025.00
				Equipment Sub-Total:	\$129,020.00
				HGAC Discount:	(\$30,319.70)
				Equipment Sub-Total:	\$98,700.30
				Installation, Configuration and Training:	\$10,500.00
1	9004000	HS-SUP-E	HW/SW Warranty/Service Year 1 (Remote support - Essentials):		\$40,339.65
				Ext-Warranty Hardware & Software Support -per year for years 2-6 automatically renewable at annual rate of:	\$40,339.65

Total Solution Cost: \$149,539.95
General Notes:

- Prices are in US dollars at list, FOB Concord, NH
- Shipping charges will be prepaid by EXACOM and added as a separate line item on your invoice unless otherwise indicated in MPA. Customer is responsible for all customs and duties. All government tariffs, identified before and/or after the quote process and paid by EXACOM will be passed onto the End Customer at cost, with no EXACOM mark up.
- Quotation is valid until August 31, 2022 to allow for grant submission and approval.
- This warranty will auto-renew annually until the end of the sixth year. Please indicate this on PO.
- Software patches and minor releases are only available with current and up-to-date support contract.
- The hardware / software refresh must be completed before the server has reached 6 years of age in order to continue with the EXACOM support program.
- HW/SW Refresh is only available when year's 2-6 Extended Warranty is purchased by the customer.
- HW/SW Support is delivered remotely, only, via telephone, email and vpn, if available.
- Sales Tax can only be waived if purchaser provides EXACOM with a copy of their Tax Exemption Certificate prior to purchase.
- First year warranty performance period on new systems starts on the ship date and ends 15 months later. For add on software, warranty performance period starts on the earlier of the date of install or 90 days after shipping and ends 1 year from start date.
- EARS-104 comes with 1 year HW/SW Warranty and Service.
- EARS-104 support beyond 1st year will be billed at EXACOM T&M rates. Travel will be passed through to customer at cost if required.
- This refresh must be installed on or before 10/31/2022 (expiration date for current s/n 2025, 2026)

Payment Terms: Net 30, Unless MPA on File

Ship Date: 30-45 Days ARO

Submitted: By:

Jim Zaleta

Date:

6/9/2022

Jim Zaleta, Regional Sales Manager - EXACOM, Inc.

Approved By:

Signature:

Date:

Signature of Authorized Personnel

Printed Name and Title

Approved
Total Cost:

\$

Extended warranty plans for years 2 – 6:

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9004000	HS-SUP-E	EXACOM/1-Year Ext-Warranty Hardware and Software Maintenance - Support per year for years 2-6	\$40,339.65	\$40,339.65

COPYRIGHT

Copyright 2022, all rights reserved by EXACOM, Inc. No part of product publications, software, or product may be recreated, reproduced, reverse engineered, transmitted, transcribed, or translated into any other computer code or other languages, in any way without the express written consent of EXACOM.

DISCLAIMER

EXACOM makes no representations or warranties with respect to publications, software, or products and specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

LIMITATION OF LIABILITY

EXACOM will not be liable for any lost profits, lost savings or any collateral, consequential, indirect, incidental, punitive or consequential damages arising out of or connected in any way with the use or inability to use or malfunction of its products and software, even if EXACOM or its authorized reseller has been advised of the possibility of such damages or for any other type of claim by any party. EXACOM's liability is limited to the repair or replacement of the supplied original program diskette, associated publication and any part or parts of the product or system for the period of its limited warranty.

COVID-19 and Exacom Status

Exacom is monitoring the COVID-19 situation closely and has put in place the necessary measures to protect its employee owners and customers. These measures follow the recommendations of our Federal and State government agencies, as well as the relevant Government recommendations in the countries where we do business. Until now, the COVID-19 virus has had limited impact on Exacom's orders and ability to service our customers. We have identified supply chain risks for all recording product lines, and we are actively working with our suppliers to mitigate these risks. However, we want to be up-front about the way this unusual circumstance is affecting our business and customers.

Our on-site install and training services will be conducted when permitted by local, state and federal guidelines allow. For areas where that is not permitted, we will work with our customers to either reschedule on-site install at dates to be determined or to help our customers to self-install remotely whenever possible.

Regarding our new orders, the impact on our deliveries has been very limited up until now. However, without good visibility on the availability of the necessary components to build our keys, we are investigating various contingency

plans, if required.

Due to these unusual circumstances, we suggest that our customers share with us their forecasted recordings needs as soon as they are able. This will help us forecast demand and coordinate supply to mitigate any delays and ensure the best service possible.

RECEIVED

JUL 27 2022

WORCESTER COUNTY ADMIN

Matthew Crisafulli
Sheriff

ITEM 16

Worcester County Sheriff's Office



Douglas A. Dods
Chief Deputy

TO: Mr. Joseph Parker
Deputy Chief Administrative Officer

FROM: Lt. Robert Trautman
Support Services Division - Commander

DATE: July 27, 2022

SUBJECT: School Resource Deputy MOU

The Sheriff's Office and the Board of Education are seeking the renewal of the Memorandum of Understanding (MOU) for the School Resource Deputy Program. Attached you'll find the MOU signed by Sheriff Crisafulli and Mr. Taylor.

Should you find everything in order, we are requesting Mr. Mitrecic's signature to execute the agreement for the upcoming 2022-2023 Worcester County Public Schools session.

We'd appreciate your consideration and adding this item to the next Commissioner's Meeting.

A handwritten signature in blue ink, appearing to be "D. Dods", is written over a blue oval stamp.

**MEMORANDUM OF UNDERSTANDING
FOR
SCHOOL DEPUTIES**

This Memorandum of Understanding is entered on this _____ day of _____, 2022 between the Worcester County Sheriff's Office (hereinafter referred to as "WCSO"). County Commissioners of Worcester County, Maryland, and the Worcester County Public Schools (hereinafter referred to as the "WCPS").

Recitals

The WCSO, WCPS and Worcester County Commissioners have cooperated to establish the partnership of having a WCSO School Deputy in each of the public schools within Worcester County, Maryland. The parties agree that the partnership will provide substantial benefits to the citizens of the county and particularly to the students of the WCPS.

The benefits include the protection of the students and staff from negative influences, assistance in the maintenance of order in the schools, presentation of a positive role-model to students and the fostering of a better understanding between the law enforcement community and the public-school community.

Therefore, the parties have determined that it is in the best interest for the public school system and the citizens of Worcester County that this partnership be memorialized in this Memorandum of Understanding.

Now, therefore, the parties mutually agree to the following:

1. Number of Deputies

- a. The WCSO shall make good faith efforts to provide 13 (thirteen) sworn law enforcement officers to serve as School Deputies in WCPS. The 2022- 2023 school year shall be supervised by one Sergeant and one Corporal.
- b. The WCSO shall make every attempt to schedule required training of School Deputies on the days that schools are not in session.
- c. If an assigned School Deputy is not available on any given day (due to illness, Court, training, vacation, etc.) the WCSO shall make good faith efforts to cover such vacancies when they occur. In the event a replacement cannot be found, the WCSO shall attempt to have periodic premise checks conducted by the Patrol Division (contingent on their availability).

2. Location of Deputies

- a. School Deputies are designated to be assigned physically to each public school in Worcester County at the discretion of the Sheriff of Worcester County.

3. Goals and Objectives

- a. To prevent crime and violence in our schools and on our school grounds.
- b. To help prevent students from getting involved in disruptive or violent behaviors.
- c. To improve relationships with law enforcement officers, students, and parents by making students, staff, and parents feel safer in their schools.
- d. To promote close working relationships between our law enforcement officers, students and the faculty of the schools.

ITEM 16

- e. To improve communications between our school population and law enforcement and to promote mutual respect for all parties involved.
- f. To act as an advisor to the school staff in matters of safety, violence reduction strategies, legal aspects of student activities and physical security issues.
- g. To provide other services as directed by the Sheriff of Worcester County, in coordination with the needs of both parties as necessary, to better provide for the safety and protection of students and the staff of our schools.

4. Employment

- a. The School Deputies shall be employees of the WCSO and shall be subject to the administration, supervision and control of the WCSO. The WCSO, in its sole discretion, shall have the power and authority to hire transfer, discharge and discipline School Deputies.
- b. The WCSO, to the extent permitted by law, shall hold WCPS free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of the acts or omissions of the School Deputies under this Memorandum of Understanding.

5. Basic Qualifications of School Deputies

- a. Shall be a sworn law enforcement officer.
- b. Shall possess a sufficient knowledge of state laws, WCPS policies and regulations.
- c. Shall possess an even temperament and set a good example for students.
- d. Shall possess communication skills which would enable the deputy to function effectively within the school environment.

6. Duties of School Deputies

- a. To protect the lives and property of the citizens, including the public school students of Worcester County.
- b. To enforce criminal laws and to assist school officials when requested by school administration.
- c. To maintain high visibility by patrolling the school campus and to deter misbehavior in the school environment.
- d. To assist school administrators in diagnosing law enforcement related problems that occur in the school and on school grounds by providing referrals and interventions as needed.
- e. To conduct initial investigations into incidents that occur on school property; during regular school hours, excluding extended activities and after school hour events. This is ONLY in effect during days approved by WCPS annual school calendar.

(Motor vehicle crashes that occur on the property of a WCPS within a municipality, shall be handled by the local law enforcement agency in said municipality).

- f. To conduct regular security inspections of buildings and grounds.

- g. To maintain contact and positive relationships with WCSO Divisions and allied agencies.
- h. To do other duties as assigned by the School Division supervisor(s).
- i. To assist other law enforcement agencies with outside investigations concerning students attending the public schools and related areas to which school deputies and WCSO deputies (other inter-agency divisions) are assigned, within the guidelines of COMAR (Code of Maryland Regulations) and in accordance with the policies and procedures established by the WCSO through laws in the State of Maryland.

7. Hours of Duty

- a. School Deputies shall be assigned during school hours on those days and during the hours that their assigned school is in session. School Deputies may be temporarily reassigned by the WCSO during school closings, holidays and vacations, or during a period of emergency.
- b. This Memorandum of Understanding shall be renewed annually for additional and successive one {I} year terms unless notice of non-renewal is given by either party, in writing, prior to 60 days of the end of the initial or any succeeding term.

President of County Commissioners:

Joseph M. Mitrecic

Sheriff:



Matthew Crisafulli

Superintendent of Schools:



Louis H. Taylor

Date: _____

7-25-22



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 21, 2022
SUBJECT: Request Permission to Accept Bid for Construction Services for West OC Commercial Harbor

The Recreation and Parks Department is requesting the Commissioner's review and approval to award the West Ocean City Commercial Harbor Construction Services bid to Brittingham Construction & Landscaping, Inc. from Berlin, Maryland. Brittingham was the lowest bidder in the amount of \$1,163,259.91.

I would also like to request the Commissioner's approval of a contingency fund for this project. There is \$1.5M in assigned funds designated for this project. If awarded to Brittingham, this would leave \$336,740.09 remaining in assigned funds. In the event of unexpected and/or increased costs associated with the project, I am requesting permission to spend up to the \$1.5M.

We consulted with Stacey Hart, engineer on contract for the project, to determine that the lowest bidder was the best option for this project. Attached, you will find her concurrence letter.

The Recreation and Parks Department opened bids on June 29, 2022 for construction services to include 8 piers, 1 Governors dock, all associated bumper piles, and approximately 828 feet of bulkhead repairs at West Ocean City Commercial Harbor, receiving (3) total bids for the project.

Please feel free to contact me at your earliest convenience should you have questions.

Attachments

cc: Jacob Stephens
David Bradford



ITEM 17

J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6
SNOW HILL, MD 21863

July 18, 2022

Worcester County Recreation and Parks
Attn: Kelly Rados
6030 Public Landing Road
Snow Hill, MD 21863

via email: krados@co.worcester.md.us

Re: Worcester County Harbor
Bid Opening - results
JSH #: 2020-019

Dear Ms. Rados:

On Wednesday, June 29, 2022, bids were opened for the above referenced project. Three (3) bids were received:

Bidder

Bid – Base + Add/Alt

Brittingham Construction & Landscaping, Inc.
Murtech Marine Division
Chesapeake Turf, LLC

\$ 1,163,259.91
\$ 1,246,714.00
\$ 1,893,300.00

The attached is a break-down of each of the bids. We found Brittingham's bid and paperwork to be within budget and complete. Brittingham has successfully completed work for Worcester County at Public Landing, including the boardwalk construction in 2020 and dredging in 2021, both of which were dictated by a time constraint. In addition, they continue to do work for the Town of Ocean City, who provided a favorable recommendation.

We hope you find this letter sufficient for your review and acceptance of Brittingham Construction and Landscaping, Inc.'s bid.

Sincerely,

J. STACEY HART & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "J. Stacey Hart". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

J. Stacey Hart, P.E.
President

cc: Jacob Stephens via email: jstephens@co.worcester.md.us

Attachments

2020-019-05ltr.docx

West Ocean City Harbor Bid Tab

ITEM 17

Bidder	Base Bid	Add/Alt - dolphins	Subtotal	Finger Piers - 5x20	Class B Piles - 25'	Class B Piles - 30'	Class B Piles - 35'	Class B Piles - 40'	Class B Piles - 45'	Class B Piles - 50'	Class B Piles - 55'	Class B Piles - 60'	Class B Piles - 65'	bulkhead cross-section	3-pile cluster/dolphin	Class A Piles - 30'
Brittingham	999,999.91	163,260.00	1,163,259.91	20,542.50	1,056.00	1,212.00	1,365.00	1,465.00	1,554.00	1,928.00	2,340.00	3,156.00	3,360.00	974.47	9,070.00	1,800.00
Murtech	1,147,714.00	99,000.00	1,246,714.00	12,777.00	782.00	938.00	1,094.00	1,250.00	1,462.00	1,625.00	1,788.00	1,950.00	2,275.00	1,240.00	5,500.00	1,275.00
Chesapeake Turf	1,648,500.00	244,800.00	1,893,300.00	7,400.00	1,160.00	1,420.00	1,640.00	1,920.00	2,120.00	2,280.00	2,420.00	2,850.00	3,120.00	1,120.00	13,500.00	1,785.00

Bid Opening: June 29, 2022

SPECIAL FORM OF PROPOSAL

WEST OCEAN CITY HARBOR, PROPOSED MARINE REPAIRS

DATE: 6/29/22

County Commissioners of Worcester County
1 West Market Street, Room 1103
Snow Hill, MD 21863

We hereby submit our proposal for the following:

PROPOSED MARINE REPAIRS
WEST OCEAN CITY HARBOR
12826 SUNSET AVENUE
OCEAN CITY, MD 21842

After carefully examining the documents for the subject construction –

Documents & Specifications: JSH Project #: 2020-019

Addenda numbered: 1

and having received clarifications on all items of conflict or upon which any doubt arose, the undersigned propose to furnish all materials, labor and equipment called for by the said documents for the entire work for the stipulated sum of:

BASE BID:

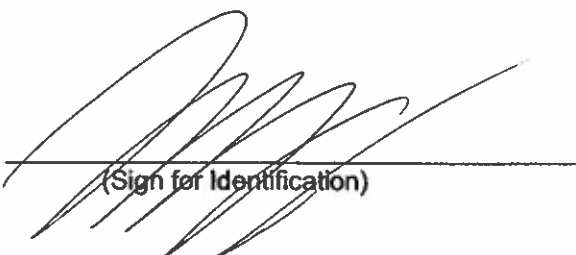
For all work required for the installation of the new 828+/- l.f. bulkhead, eight (8) 5x20 finger piers with 2 rider/bumper piles per pier (16 total), and two (2) Class A piles per pier (16 total) and re-construct existing Governor's/T-Dock with four (4) rider/bumper piles, the Lump Sum of:

Nine Hundred Ninety Nine Thousand
Nine Hundred Ninety Nine and 91/100 DOLLARS (\$ 999,999.91)
WRITTEN FIGURES

ADD/ALTERNATE:

For all work required for the replacement of eighteen (18) in-kind 3-pile cluster/dolphins in same footprint, the Lump Sum of:

One Hundred Sixty Three Thousand Two Hundred DOLLARS (\$ 163,260.00)
WRITTEN Sixty and 00/100 FIGURES


(Sign for Identification)

Murtech Marine Division

Revised Page 1 of 2

SPECIAL FORM OF PROPOSALWEST OCEAN CITY HARBOR, PROPOSED MARINE REPAIRSDATE: 6.29.2022

County Commissioners of Worcester County
 1 West Market Street, Room 1103
 Snow Hill, MD 21863

We hereby submit our proposal for the following:

PROPOSED MARINE REPAIRS
 WEST OCEAN CITY HARBOR
 12826 SUNSET AVENUE
 OCEAN CITY, MD 21842

After carefully examining the documents for the subject construction –

Documents & Specifications: JSH Project #: 2020-019

Addenda numbered: # / 06.22.2022

and having received clarifications on all items of conflict or upon which any doubt arose, the undersigned propose to furnish all materials, labor and equipment called for by the said documents for the entire work for the stipulated sum of:

BASE BID:

For all work required for the installation of the new 828+/- l.f. bulkhead, eight (8) 5x20 finger piers with 2 rider/bumper piles per pier (16 total), and two (2) Class A piles per pier (16 total) and re-construct existing Governor's/T-Dock with four (4) rider/bumper piles, the Lump Sum of:

ONE MILLION ONE HUNDRED FORTY SEVEN THOUSAND DOLLARS (\$) 1,147,714.⁰⁰
 WRITTEN SEVEN HUNDRED FOURTEEN FIGURES

ADD/ALTERNATE:

For all work required for the replacement of eighteen (18) in-kind 3-pile cluster/dolphins in same footprint, the Lump Sum of:

NINETY NINE THOUSAND AND — NO/100 DOLLARS (\$) 99,000.⁰⁰
 WRITTEN FIGURES


 (Sign for Identification)

CHESAPEAKE TURF LLC

5652 N NITHSDALE DRIVE, PO BOX 2696
SALISBURY, MD 21801

Revised Page 1 of 2

SPECIAL FORM OF PROPOSALWEST OCEAN CITY HARBOR, PROPOSED MARINE REPAIRSDATE: 06/29/2022County Commissioners of Worcester County
1 West Market Street, Room 1103
Snow Hill, MD 21863

We hereby submit our proposal for the following:

PROPOSED MARINE REPAIRS
WEST OCEAN CITY HARBOR
12826 SUNSET AVENUE
OCEAN CITY, MD 21842

After carefully examining the documents for the subject construction –

Documents & Specifications: JSH Project #: 2020-019Addenda numbered: 1

and having received clarifications on all items of conflict or upon which any doubt arose, the undersigned propose to furnish all materials, labor and equipment called for by the said documents for the entire work for the stipulated sum of:

BASE BID:

For all work required for the installation of the new 828+/- l.f. bulkhead, eight (8) 5x20 finger piers with 2 rider/bumper piles per pier (16 total), and two (2) Class A piles per pier (16 total) and re-construct existing Governor's/T-Dock with four (4) rider/bumper piles, the Lump Sum of:

One Million, Six hundred forty eight Thousand,
Five Hundred and 00/100 _____ DOLLARS (\$ 1,648,500.00)
WRITTEN FIGURESADD/ALTERNATE:

For all work required for the replacement of eighteen (18) in-kind 3-pile cluster/dolphins in same footprint, the Lump Sum of:

Two hundred forty four Thousand, Eight
Hundred and 00/100 _____ DOLLARS (\$ 244,800.00)
WRITTEN FIGURES
(Sign for Identification)

GREG TUCKER

ITEM 17

Competitive Bid Worksheet – 2022 Proposed Marine Repairs-West Ocean City Harbor – June 29, 2022 @ 1p.m.

Bids Received by deadline = 3

Vendor's Submitting Bids

Base Bid Total

Add/Alternate Total

Brittingham Construction and Landscaping, Inc. 8620 Saddlecreek Dr. Berlin, MD 21811		\$999,999.91	\$163,260.00	
Murtech Marine Division 424 Mill Street Salisbury, MD 21801		\$1,147,714.00	\$99,000.00	
Chesapeake Turf, LLC P.O. Box 2696 Salisbury, MD 21802		\$1,648,500.00	\$244,800.00	



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: July 24, 2022
RE: ARPA Broadband Proposal

At the July 5, 2022 Commissioners' Meeting, it was decided to provide \$1,500,000 to the fire and emergency medical services companies and the remaining approximately \$7,100,000 for broadband. This memo will detail a proposal for how to disperse the broadband portion of the ARPA funding, which includes a funding match provided by each highspeed fiber Internet Service Provider (ISP). Further, to allow for quicker deployment of this service, the proposal takes each ISP where they have an existing footprint and has them expand into other unserved and underserved areas of the county. While this does not reach every unserved or underserved resident in Worcester County, this does cover a significant amount of ground and allows for ISP ample opportunity to branch out and grow organically from here.

The proposed coverage is shown in the maps attached to this memo. The approximate numbers for each breakdown to each ISP is as follows:

Bay Country Communications

We are proposing to give \$1,000,000 of ARPA funding to Bay Country Communications (BCC) to provide extended service from Newark down to Girdletree, on the east side of U.S. Route 113, and a section of Carey Road north of Berlin. This work is further illustrated on pages 4 and 5.

BCC is proposing a 15% match, bringing the project total to \$1,176,600. They are covering approximately 31.8 miles at a cost of \$37,000 per mile.

Choptank Fiber

We are proposing to give \$2,500,000 of ARPA funding to Choptank Fiber (Choptank) to provide service west of U.S. Route 12 and north of the Pocomoke River. This work is further illustrated on page 6.

Choptank is proposing a 50% match, bringing the project total to \$5,000,000. They are covering approximately 81 miles at a cost of \$61,000 per mile.

Talkie Communications

We are proposing to give \$3,500,000 of ARPA funding to Talkie Communications (Talkie) to provide service along U.S. Route 12, from Snow Hill to the Virginia line, as well as service between Bishopville and Whaleyville. This work is further illustrated on pages 3 and 4.

Talkie is proposing a 42% match, bringing the project total to \$6,104,366. They are covering approximately 83 miles at a cost of \$73,751 per mile.

Attachments

County-wide Broadband Map – Page 3

Northwest Quadrant – Page 4

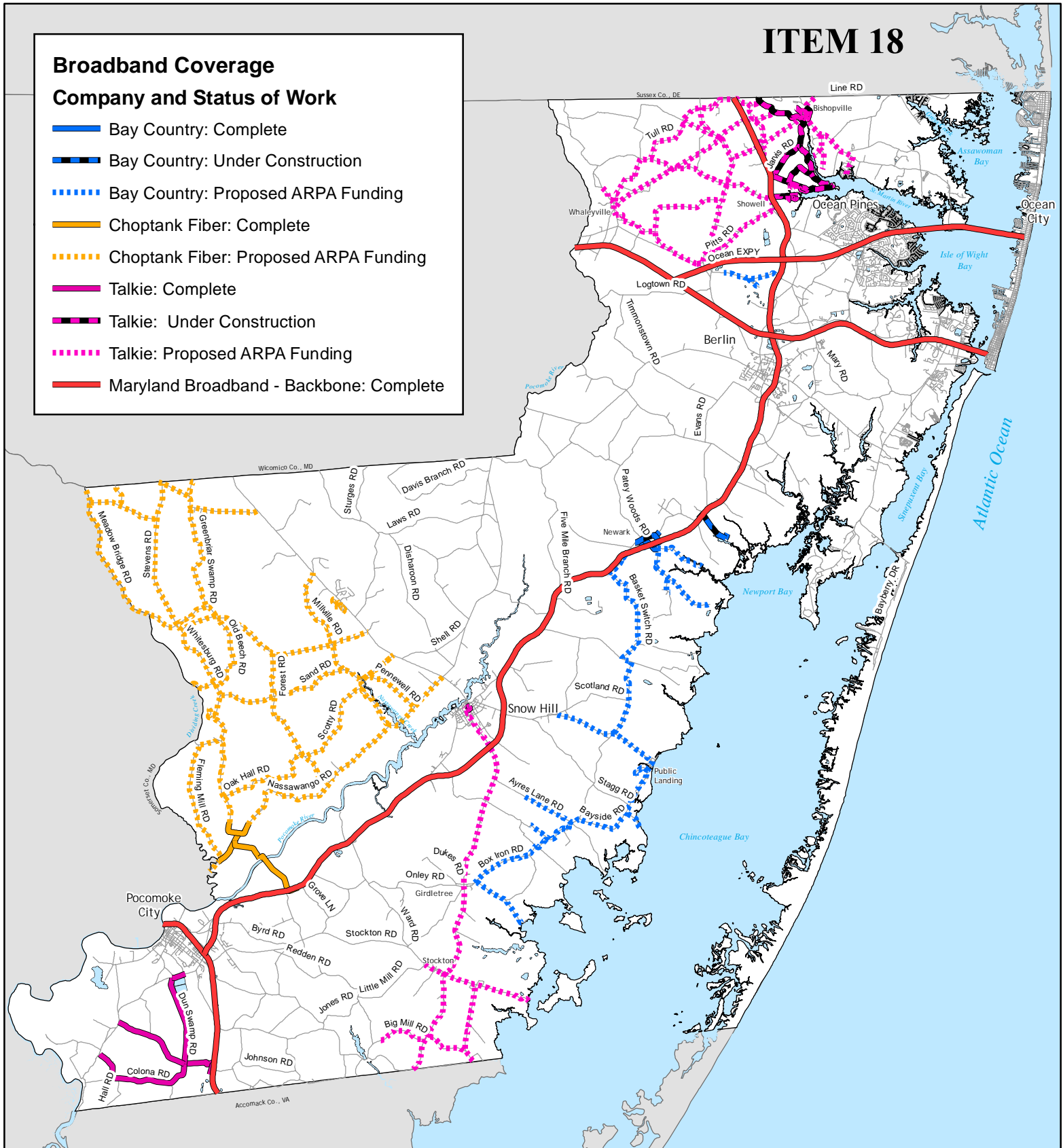
Southeast Quadrant – Page 5

Southwest Quadrant – Page 6

Broadband Coverage

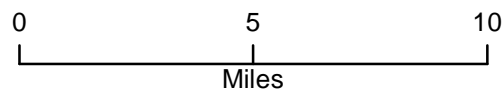
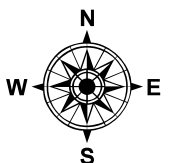
Company and Status of Work

- Bay Country: Complete
- - - Bay Country: Under Construction
- Bay Country: Proposed ARPA Funding
- Choptank Fiber: Complete
- - - Choptank Fiber: Proposed ARPA Funding
- Talkie: Complete
- - - Talkie: Under Construction
- Talkie: Proposed ARPA Funding
- Maryland Broadband - Backbone: Complete



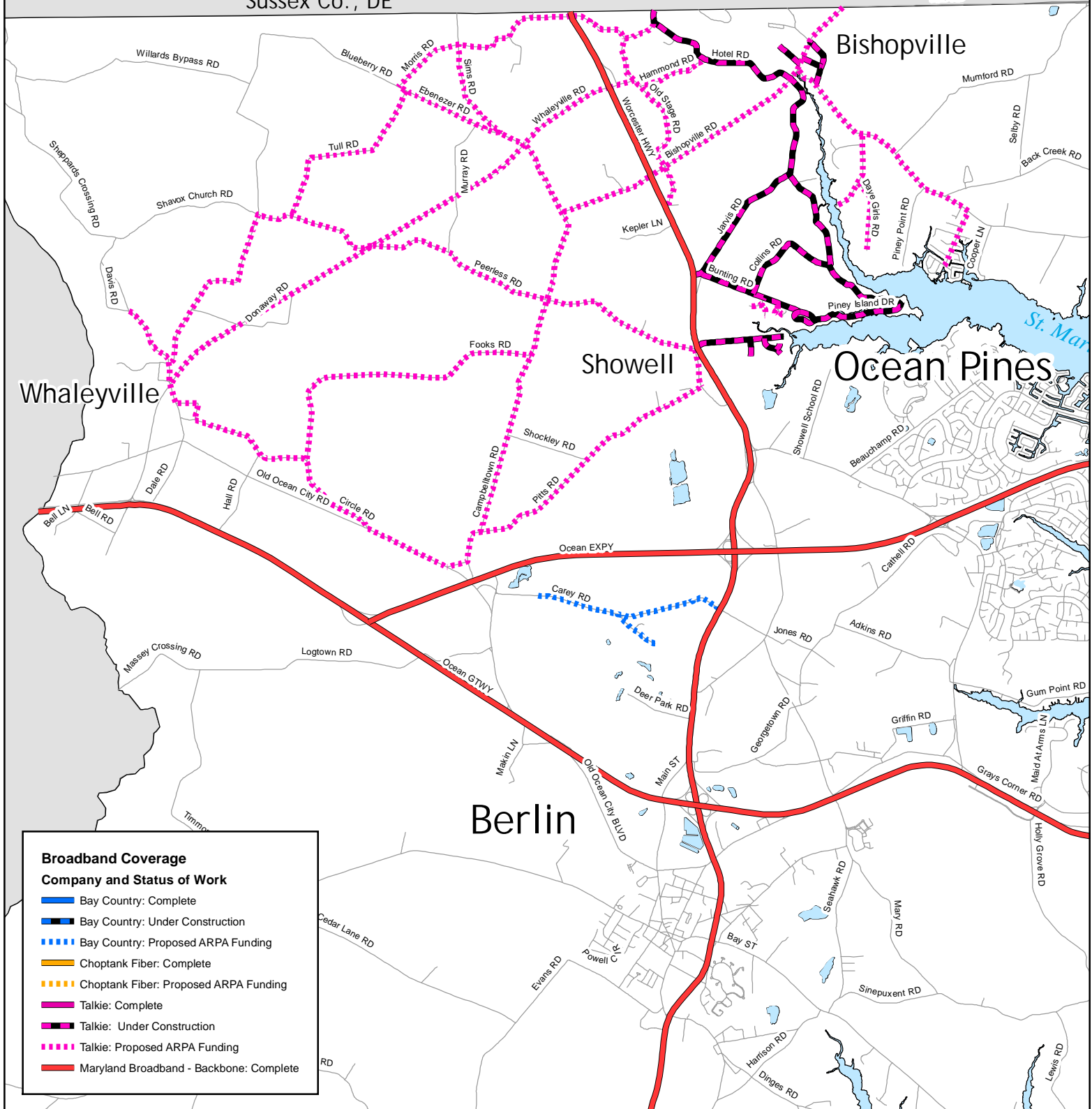
BROADBAND PROJECT

DEVELOPMENT REVIEW & PERMITTING
Technical Services Division - July 2022



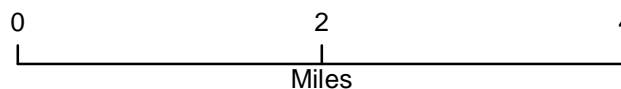
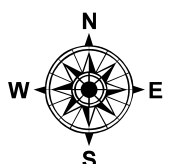
Sussex Co., DE

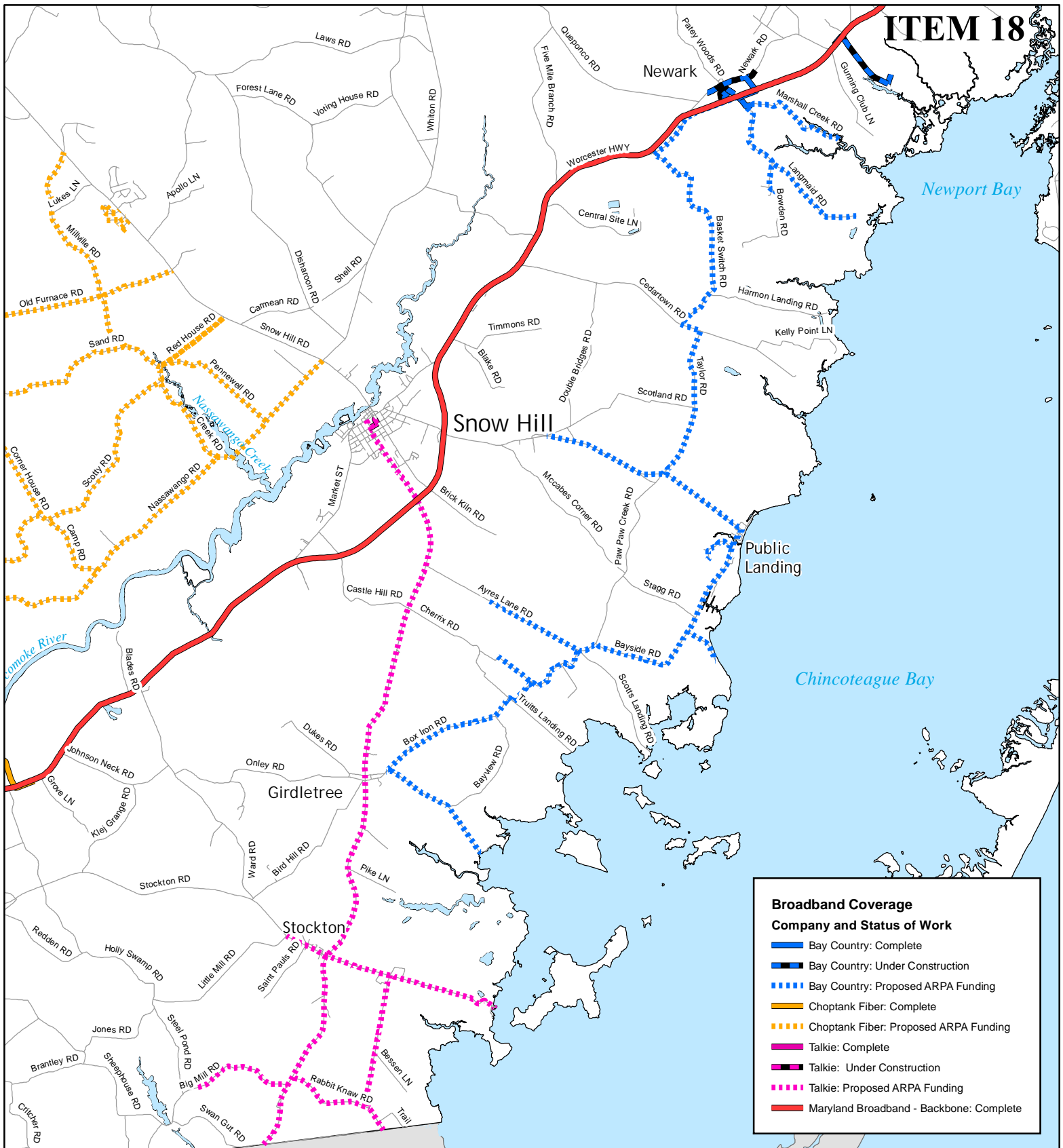
Line RD



BROADBAND PROJECT

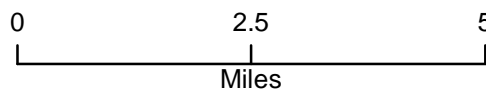
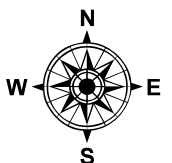
DEVELOPMENT REVIEW & PERMITTING
 Technical Services Division - July 2022

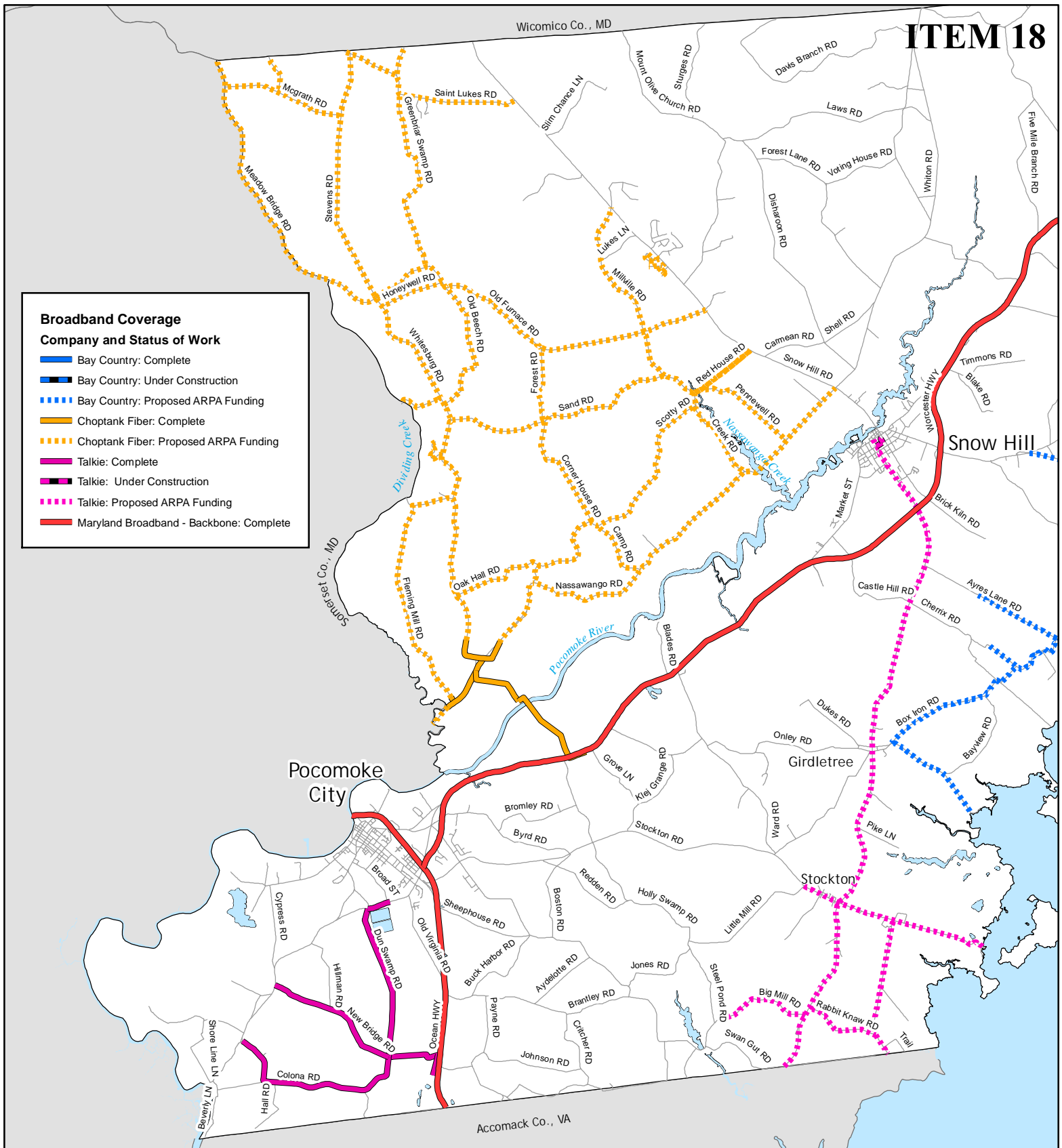




BROADBAND PROJECT

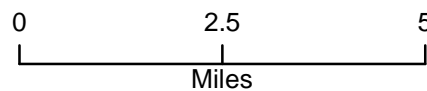
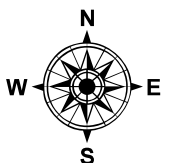
DEVELOPMENT REVIEW & PERMITTING
 Technical Services Division - July 2022





BROADBAND PROJECT

DEVELOPMENT REVIEW & PERMITTING
 Technical Services Division - July 2022





Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: July 28, 2022
RE: Potential Sports Complex – Phase I Environmental Site Assessment Results

After the April 19th public hearing and direction to move forward with the acquisition of property for the purpose of constructing a sports complex, we reached out to John D. Hynes & Associates, Inc. to perform a Phase 1 Environmental Site Assessment (ESA). An ESA is a report that identifies existing or potential environmental contamination liabilities and is considered due diligence before executing a contract to acquire the property. If an ESA identifies significant areas of concern, a Phase 2 ESA can be pursued, which would involve subsurface evaluations to detect the potential contamination and offer remediation alternatives.

We received the Phase 1 ESA results on July 28, 2022. In the evaluation, no Recognized Environmental Conditions (RECs) were identified on the site. RECs are defined as *the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under consideration indicative of a release to the environments; or 3) under conditions that pose a material threat of a future released to the environment*. The report includes a potential REC related to generally unknown quantities of petroleum released on adjoining properties and recommends further investigation due to limited information available. In short, the site we have a contract on does not have any identified history that would indicate a REC, however there are vague reports of potential RECs on other parcels that neighbor the 95 acre parcel reviewed.

Lastly, it should be noted that the FY23-27 Capital Improvement Plan had not identified an adequate funding source for the acquisition of this parcel. Further, the costs of design and construction of this project were to be funded by a General Obligation Bond that is now currently subject to a ballot question in November. Should the board wish to move forward with closing on the contract on the property in question, a funding source must be determined.

Attachments:

Report of Phase I Environmental Site Assessment Services – Page 2-151



JOHN D. HYNES & ASSOCIATES, INC. Item 19

Geotechnical and Environmental Consultants
Monitoring Well Installation
Construction Inspection and Materials Testing

July 28, 2022

Weston S. Young, P.E.
Chief Administrative Officer
Worcester County Administration
One West Market Street
Snow Hill, Maryland 21863

Re: Report of Phase I Environmental Site Assessment Services
Faucette and Harrison Property
Berlin, Maryland
Project No.: JDH-10/22/241

Dear Mr. Young:

John D. Hynes & Associates, Inc. is pleased to present this Phase I Environmental Site Assessment report for the above referenced property. The services were performed in accordance with our proposal dated March 23, 2022. The report follows industry accepted format and practices for the completion of environmental site assessments.

In consideration of the information obtained to date through performance of the Phase I Environmental Site Assessment described in the scope of service above, John D. Hynes & Associates, Inc. did not identify any Recognized Environmental Condition (REC) associated with the subject property. RECs are defined as *the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under condition indicative of a release to the environments; or 3) under conditions that pose a material threat of a future release to the environment*. The term REC is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

Hynes & Associates, also, evaluated the risk of vapor migration onto the property. In consideration of available information, it is the opinion of Hynes & Associates that the risk of vapor intrusion onto the subject property is considered to be minimal at this time. If there is evidence of significant contamination on the adjoining property there may be increased risk for vapor migration onto the subject property.

The following potential recognized environmental condition was identified:

- Based on database records, petroleum releases have occurred on 4 properties that adjoin the subject property. The database reports did not provide specifics regarding the nature or volume of the releases, and cleanup procedures were not documented. If the releases were substantial, and/or if the cleanup procedures were insufficient, it is possible that contaminants could migrate onto the subject property. It is, also, possible that contaminant vapors could migrate onto the subject property.

Hynes & Associates recommends that additional research be completed regarding the releases on the nearby properties. If research indicates that the releases were significant, or if there is evidence that contamination has migrated onto the subject property, Hynes & Associates would recommend that a limited subsurface evaluation be completed on the subject property to explore for contamination that may have migrated from the nearby properties.



Worcester County Administration
July 28, 2022
Page 2

Although not considered an environmental condition, a discarded drum and concrete debris were noted in the wooded area in the northwest portion of the property. The material should be removed and disposed of in accordance with current regulations. If any environmental conditions are noted during debris removal, Hynes & Associates should be contacted to evaluate the condition.

Hynes & Associates appreciates the opportunity to be of service to you. If you have any questions regarding this report or if we may be of further assistance, please contact our office.

Respectfully,
JOHN D. HYNES & ASSOCIATES, INC.

Evan H. Cross
Environmental Staff

Richard D. Rhoads
Project Manager

John D. Hynes
President

EHC: RDR: JDH/kc



**REPORT OF
PHASE I ENVIRONMENTAL SITE ASSESSMENT**

**FAUCETTE AND HARRISON PROPERTY
BERLIN, MARYLAND**

**PREPARED FOR
WORCESTER COUNTY ADMINISTRATION**

**JULY 28, 2022
PROJECT NO. : JDH-10/22/241**



TABLE OF CONTENTS

	PAGE
1.0 INTRODUCTION.....	2
2.0 SITE LOCATION AND USES.....	3
3.0 RECORDS REVIEW	4
4.0 INFORMATION FROM SITE RECONNAISSANCE	9
5.0 FINDINGS AND CONCLUSIONS.....	11
6.0 SIGNATURES OF ENVIRONMENTAL PROJECT STAFF.....	12
7.0 APPENDICES.....	12



1.0 INTRODUCTION

1.1 Purpose

The purpose of this Phase I environmental site assessment was to observe the existing conditions at the Faucette and Harrison Property for indications of potential environmental problems. The site consists of one parcel of primarily agricultural land that is currently planted in corn. An area of mature woodlands measuring approximately 14 acres is located on the western most side of the property, and a small area is located near U.S. Route 50 in the north-central region of the property. According to Worcester County Online Land Records Database, the single parcel encompasses a total of 103.54 acres of land. However, the 2020 property survey indicates the land area is 95.52 acres. The site is located on the south side of U.S. Route 50, on the north side of Flower Road, and immediately west of both Stephen Decatur Middle School and High School in Berlin, Maryland. A site visit was performed to look for the mishandling of any potentially harmful substances, to note the dumping or leakage of substances which may be considered hazardous or potential contaminants, and to look for the migration of potential contaminants at the site (via drainage swales, storm drains, etc.).

The scope of services included contacting local and State agencies to request information regarding items of potential environmental concern at the subject property. A review of State and Federal databases was performed for information on potential environmental problems pertaining to the subject property and nearby sites. Available municipal records, historical aerial photographs, and topographic maps were reviewed to consider the historical property use and the potential environmental impact those previous property owners or former site operations may have had on the site.

1.2 Limitations and Exceptions of Assessment

This Phase I environmental site assessment was performed for the exclusive use of the Worcester County Administration and their assigned agents. This assessment was performed in accordance with ASTM Standard E 1527-21 and generally accepted environmental practices. This report should in no way be construed as a recommendation to purchase, not purchase, or develop the referenced site.

Our conclusions and recommendations are based upon information provided to us by others and our site observations. We are not responsible for the accuracy of the data provided by others.

The Federal and State database search service performed for this Phase I environmental site assessment was contracted to *Environmental Data Resources (EDR)* of Shelton, Connecticut. EDR is responsible for the accuracy of the search results. We note that the listing of identified facilities was developed using data currently available from EDR, and that some reported business locations may not be current.

During the course of the assessment, a history of the subject property was researched back to 1943. There were data gaps greater than 5 years between some of the historical resources. It is the opinion of Hynes & Associates that these data gaps are not likely to affect the findings of this assessment.

Our findings and conclusions are based solely on our site reconnaissance and the information obtained throughout the course of this assessment. Our observations are based upon conditions readily visible at the site at the time of the site visit. This study did not include the evaluation of conditions other than those specifically



addressed in Section 1.1 of this report, such as a subsurface evaluation, or a wetlands delineation. During the completion of this assessment, we sent a questionnaire to a representative for the most recent owner of the property. As of the date of this report, the questionnaire has not been completed. Therefore, this report does not include any information provided by the owner or answers to the standard assessment questionnaire.

2.0 SITE LOCATION AND USES

2.1 Location and Property Description

The subject property encompasses approximately 95.52 acres of primarily agricultural land. Wooded areas encompassing approximately 14 acres are located along the western property line and near U.S. Route 50 in the north-central region of the property. The property is located on the south side of U. S. Route 50 and west of Stephen Decatur Middle and High Schools in Berlin, Maryland. The Worcester County records indicate that the single parcel that encompasses the property is referenced as Map 25, Parcel: 89. The *Project Location Map: Drawing JDH-10/22/241-A* illustrates the general project location. The *Project Vicinity Map: Drawing JDH-10/22/241-B* shows the subject property and vicinity properties.

2.2 Site and Vicinity Characteristics

The subject site comprises 95.52 acres of primarily agricultural land. The property includes approximately 14 acres of woods. The subject property is bounded to the north by U.S. Route 50, is bounded to the south by Flower Road, and is positioned immediately west of both Stephen Decatur Middle School and High School in Berlin, Maryland. A small stream runs north to south along the western edge of the agricultural field. Residential homes, wooded areas, light commercial development and agricultural fields are around the subject site. Tractor Supply Company, Barret Chevrolet, and Holland Service Center borders the subject property to the northwest. Residential homes border the property to the southwest.

The 2019 Berlin 7.5-minute topographic quadrangle, published by the U. S. Geological Survey (USGS), depicts the subject property at an approximate Elevation of +35 feet. A copy of the topographic map is included in the Appendix.

2.3 Description of Structures, Roads, and Other Improvements

The subject property is primarily agricultural land currently planted with corn. Approximately 15 percent of the property is wooded. No structures, roadways, or other improvements were observed on the subject property.

2.4 Owner/User Provided Information

An owner/occupant questionnaire was forwarded to a representative of the current property Owner. As of the date of this report, we have not received a completed questionnaire. A blank copy of the questionnaire is included in the Appendix.

2.5 Current Uses of the Property

The subject property is currently undeveloped. Approximately 85 percent of the land is agricultural and 15 percent is wooded.



2.6 Past Uses of the Subject Property

According to Ashley Harrison, one of the current Owners of the property, and based upon a review of available information, the subject property has been used for agricultural crop production since at least the early 1900's. Aerials from 1955 through 2017 show evidence of consistent crop production on the subject property.

2.7 Current Uses of Adjoining Properties

The current adjoining property uses were observed as follows:

North:	U.S. Route 50, light commercial, agricultural
South:	Flower Road, residential
East:	Stephen Decatur Middle School and High School
West:	Commercial, woodlands, and residential properties

This information was obtained during our site visit to the subject property and by using internet resources. Refer to the "Site Plan" in the Appendix for additional information.

3.0 RECORDS REVIEW

3.1 Aerial Photographs

A review of historical aerial photographs, available from EDR, was performed. Aerial photographs are provided in Appendix 7.5. The following aerial photographs were reviewed: 1955, 1960, 1963, 1971, 1974, 1981, 1989, 1990, 2005, 2009, 2013 and 2017.

1955: The site appears primarily agricultural. U.S. Route 50 has not yet been constructed. The adjoining properties are primarily undeveloped farmland and woodlands with some residential properties.

1960: The subject site remains primarily agricultural. U.S. Route 50 is now under construction or is completed. Stephen Decatur High School is now visible. Additional residential development is noted to the north and south of the subject property. No other significant site or vicinity changes are noted.

1963 and 1971: The subject site remains primarily agricultural. Surrounding properties remain relatively unchanged.

1974: Commercial development has begun on the adjoining property to the northwest where the Tractor Supply Company is located. No other significant site or vicinity changes are noted.

1981: The commercial building to the northwest appears to be complete. Stephen Decatur High School has expanded the school and parking areas and have added an oval track and football field.

1989 and 1990: The subject property remains relatively unchanged.



2005: Stephen Decatur Middle School and associated athletic fields are now visible. Otherwise the site and vicinity remain relatively unchanged.

2009, 2013 and 2017: The subject property and vicinity remains relatively unchanged. Agriculture continues on the subject property.

Refer to the aerial photographs that are included in Appendix 7.5 for a better understanding of the descriptions presented in this section. The photographs are presented in the same order as the above discussion.

3.3 Fire Insurance Maps

A search of Sanborn Fire Insurance Maps was performed by EDR for the vicinity of the project site in Berlin, Maryland. EDR reported that Sanborn Fire Insurance Maps were not available for the subject property. Information regarding Sanborn Maps is included in Appendix 7.6.

3.4 Topographic Maps

A review of historical topographic maps available from the USGS was completed. The following topographic maps were reviewed: Berlin, Maryland 7.5-minute topographic quadrangle for the years: 1943, 1962, 1969, 1973, 1982, 2011, 2014, 2016, and 2019. Copies of the topographic maps are included in Appendix 7.11.

1943: Five structures are depicted adjacent to the west of the subject site. Other structures are depicted to the north and south of the subject property. U.S. Route 213 is depicted in the same location as the future U.S. Route 50. Flower Street is depicted but is not labeled. The stream running through the western region of the subject property is depicted.

1962: U.S. Route 50 is now depicted. No other significant changes are noted.

1969: Stephen Decatur High School is now depicted and labeled. Flower Street is now labeled. No structures are depicted on the subject property. Additional residences are depicted in the vicinity to the north, west, and south of the subject property. No other significant site or vicinity changes are noted.

1973: No significant changes are noted.

1982: The track at the high school is now depicted. Otherwise, no significant changes are noted.

2011, 2014, 2016 and 2019: The high school and structures are no longer depicted. We note that newer topographical maps often do not depict structures. Otherwise, no significant changes are noted.

The 2019 Berlin, Maryland 7.5-minute topographic quadrangle, published by the U. S. Geological Survey (USGS), depicts the subject property at an approximate Elevation of +35 feet. A copy of the topographic map is included in the Appendix.



3.5 Land Title Records

Chain of title research for the property was performed by a Hynes & Associates environmental staff member. Property deeds were obtained from the Maryland Land Records website (<https://mdlandrec.net>). The current Owner of the subject property is listed as Helen Faucette, Hale Harrison, and John Harrison. Review of reasonable obtainable deed records back to 1899 did not provide any information to suggest that recognized environmental conditions are present on the subject property. The subject property has been family owned and utilized for agriculture since at least the early 1900's. Deeds associated with the subject property are found in Appendix 7.4.

3.6 Property Tax Files

The Worcester County assessment and tax files pertaining to the subject property were reviewed on-line via the Worcester County Property Info website to see if assessment records indicate cause for environmental concern. There was no environmentally pertinent information listed with respect to the subject property.

3.7 Freedom of Information Act Request

A Freedom of Information Act (FOIA) request was forwarded to the Worcester County Health Department and the Maryland Department of the Environment (MDE). The Health Department did not locate any environmental files for the subject property. MDE was reviewing their files at the time of this report. Copies of the FOIA requests are included in Appendix 7.8 *FOIA Request/Responses*.

3.8 State and Federal Environmental Records

In accordance with ASTM E1527-13, Federal and Maryland environmental databases were searched by EDR for records pertaining to the subject property and vicinity. A copy of the *EDR Report* is included in Appendix 8.7. The Federal searched databases include: U.S. EPA National Priority List (NPL); U.S. EPA Proposed National Priority List (Proposed NPL); Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS); CERCLIS-no further remedial action planned (CERC-NFRAP); U.S. EPA RCRA Corrective Action Report (CORRACTS); Resource Conservation and Recovery Information Systems (RCRA-TSDF, RCRA-LQG, RCRA-SQG); and Emergency Response Notification System of Spills (ERNS). The following State databases were searched: Maryland Hazardous Substance Release Sites (MD SHWS); Maryland Solid Waste Facilities (MD SWF/LF); Maryland Recyclers Directory (MD SWRCY); Maryland Leaking UST Project Listing (MD LUST); Maryland Leaking Above Ground Storage Tank (AST) Project Listing (MD LAST); Maryland UST Database (MD UST); Maryland AST Database (MD AST); Maryland Deed Restricted Sites (MD INST CONTROL); Maryland Voluntary Cleanup Program Sites (MD VCP); and Maryland Brownfields List (MD BROWNFIELDS).



The subject property was identified in the databases searched by EDR. A copy of the EDR database search findings are presented as Appendix 7.7.

Facility	Approximate Orientation Relative to Subject Property	Database(s)	Potentially Recognized Environmental Condition (REC)
Cropper Oil	North Adjoining*	OCPCASES/UST/HIS UST/FINANCIAL ASSURANCE	Yes
Maryland Biodiesel	North Adjoining*	AST/FINANCIAL ASSURANCE	No
Eastern Air Control Inc	North Adjoining*	OCPCASES	No
Stephen Decatur High School	East Adjoining*	OCPCASES/UST/HIST UST/US AIRS/FINDS/ECHO/FINANCIAL ASSURANCE	Yes
Holland Service Center	Northwest Adjoining*	OCPCASES/ HIST UST/UST/FINANCIAL ASSURANCE	Yes
Barrett Chevrolet	Northwest Adjoining*	OCPCASES	Yes

Cropper Oil is located to the north across U.S. Route 50. The facility is identified in the Oil Control Program Cases (OCPCASES), Historical Underground Storage Tank (HIS UST), Underground Storage Tank (UST), and Financial Assurance EDR databases. The OCPCASES database indicates that this site is identified as Facility ID: 92-1053WO, Facility ID: 19-0345WO, and Facility ID: 06-1095WO and had three separate commercial motor oil tank closure cases. The first case was opened in November of 1991, was closed in July of 1999. Records indicate there was a tank closure with a reported release, and mandated cleanup. The second case was opened in June of 2006, was closed in August 2006. The case included compliance inspections with a reported release and mandated cleanup. The third case was opened in December of 2018, was closed in April of 2019. The case included a tank closure with a reported release without mandated cleanup. The HIS UST database indicates that this site is identified as Facility ID: 3012807 and 4 UST's containing diesel fuel and gasoline are onsite and currently in use. The HIS UST database, also, lists 10 UST's that have been removed without a recorded release or mandated cleanup. The tanks were used to store gasoline, kerosene, diesel fuel, motor oil, and heating oil. The UST database indicates that this site is identified as Facility ID: 7317 and lists 14 UST's that are permanently out of use. The tanks were used to store kerosene, diesel fuel, bio-diesel fuel, heating oil,



gasohol, gasoline, and used oil without a recorded release or mandated cleanup. No other information regarding this listing is available. In consideration of available data, the site is considered a potential REC.

Maryland Biodiesel has the same mailing address as Cropper Oil and is, also, located to the north of the subject property across U.S. Route 50. The facility is identified in the Above Ground Storage Tank (AST) EDR Database. The AST Database indicates the site is identified as Facility ID: 2016-OPT-2257 and 18 AST's are currently onsite. The tanks are in use for the storage of bio-diesel, heating oil, gasoline, kerosene, and oil additives. No recorded releases or mandated cleanup appeared in this listing. No other information regarding this listing is available. In consideration of available data, the site is not considered a potential REC.

Eastern Air Control Inc is located to the north of the subject property. The facility is identified in the OCPCASES EDR database as Facility ID: 92-0518WO. The records listed compliance inspections without a recorded release or mandated cleanup. No other information regarding this listing is available. In consideration of available data, the site is not considered a potential REC.

Stephen Decatur High School is the adjacent property to the east of the subject property. The facility is identified in the UST, HIS UST, and OCPCASES EDR databases. The UST database indicates the site is identified as Facility ID: 4596 and lists 3 diesel fuel UST's that are permanently out of use. No recorded releases or mandated cleanup was associated with the facility. The facility is identified in the HIS UST database as Facility ID: 3012810 and lists 2 diesel UST's currently in use and 1 that has been removed. There were no reported releases or mandated cleanup. The facility is identified in the OCPCASES EDR database as Facility ID: 95-1411WO and Facility ID: 00-0837WO. The first case was opened in December of 1994, was closed in May of 1996. The case referenced a motor oil tank closure with no reported releases or mandated cleanups. The second case was opened in November of 1999, and was closed in November of 2000. The case included a reported release and mandated cleanup. The facility is identified in the Financial Assurance EDR database as Facility ID: 4596. No other information regarding this listing is available. In consideration of available data, the site is considered a potential REC.

Hollands Service Center is an adjacent property located to the northwest of the subject property. The facility is identified in the Oil Control Program Cases (OCPCASES), Historical Underground Storage Tank (HIST UST), Underground Storage Tank (UST), and Financial Assurance EDR databases. The OCPCASES database indicates this site is identified as Facility ID: 93-2044WO. Records report a commercial motor oil tank closure with a release and unreported cleanup status. The case was opened in January of 1995 and was closed in May of 1997. The Historical UST database indicates this site is identified as Facility ID 6013004 and the site has two UST's. The UST's have since been removed from the site without a recorded release or mandated cleanup. The UST and Financial Assurance databases both indicate this site is identified as Facility ID: 12827. Records indicate that a used motor oil UST and a gasoline UST were onsite but are now permanently out of use, without a recorded release or mandated cleanup. No other information regarding this listing is available. In consideration of available data, the site is considered a potential REC.

Barrett Chevrolet is an adjoining property to the northwest of the subject property. The facility is identified in the HIST UST and OCPCASES EDR databases. The HIST UST database indicates the site is identified as Facility ID: 3013076. Records indicated that 5 UST's were removed that contained gasoline, used oil, and heating oil with no recorded release or cleanup mandate. The facility is identified in the OCPCASES as Facility ID: 92-2213WO and lists 1 used motor oil UST closure with a reported release and cleanup mandate. The case was opened in November of 1994 and was closed November of 1999. No other information regarding this listing is available. In consideration of available data, the site is considered a potential REC.



4.0 INFORMATION FROM SITE RECONNAISSANCE

On June 20, 2022, Hynes & Associates visited the subject property to observe the existing site conditions. Photographs of the subject property and surrounding properties are included as Appendix 7.10. The location and orientation of the photographs are noted in the *Photograph Location Sketch; Drawing No. JDH-10/22/241-C*.

The subject property currently consists of an agricultural field planted with corn and two wooded areas on the north central and western regions of the property. Photographs 1 through 3 depict the eastern side of the subject property looking west across the corn field, south along the cornfield and neighboring Stephan Decatur Middle School, and north along the corn field and Stephen Decatur High School, respectively. Photograph 4 depicts the wooded area in the north central region of the subject property from the northeastern corner of the subject property. Photograph 5 depicts the inside of the wooded area looking south. Photograph 6 depicts the northcentral region of the subject property along U.S. Route 50 looking west. Photograph 7 depicts the northcentral region of the subject property looking north toward U.S. Route 50 and the Cropper Oil/Maryland Biodiesel facilities. Photograph 8 depicts the northwest region of the subject property looking west to the adjoining Tractor Supply Company property. Photograph 9 depicts the center of the subject property looking south. Photographs 10 and 11 depict the southeastern corner of the property looking east toward Stephen Decatur Middle School and west towards the western woodlands, respectively. Photographs 12 and 13 depict the southwest corner of the subject property looking south and north, respectively. Photographs 14 and 15 depict the west central portion of the property looking west into the woodlands and within the west central woodlands, respectively. Photograph 16 depicts a drum and concrete debris located in the northeast corner of the western woodlands. Photograph 17 depicts the residential properties to the west of the subject property. See the Photograph Location Sketch in Appendix 7.9 for the general location and direction of the referenced photographs.

4.1 Hazardous Substances and Petroleum Products in Connection with Identified Uses

At the time of our site visit, hazardous substances or petroleum products were not observed on the subject property.

4.2 Storage Tanks

At the time of our site visit, no storage tanks were observed on the subject property.

4.3 Odors

Odors were not noted on the subject property during the site visit.

4.4 Pools of Liquid

Pools of liquid were not observed during our site reconnaissance.

4.5 Drums

A single drum was observed within the woodlands on the western side of the subject property at the time of our site reconnaissance. The drum was empty, perforated, and on its side along within a pile of concrete debris. No liquids or evidence of stained soils or stressed vegetation were noted around the drum.



4.6 Hazardous Substances and Petroleum Products Not Necessarily in Connection with Identified Uses

Unidentified hazardous substances and/or petroleum products were not observed on the subject property during the site reconnaissance.

4.7 Unidentified Substance Containers

Unidentified substance containers were not observed on the subject property during the site reconnaissance.

4.8 Polychlorinated Biphenyls (PCBs)

PCB containing equipment was not noted on the subject property.

4.9 Heating/Cooling

Heating/cooling equipment was not observed on the subject property at the time of our site reconnaissance.

4.10 Stains or Corrosion

Stains or corrosion were not observed on the subject property at the time of our site reconnaissance.

4.11 Drains and Sumps

Drains and sumps were not observed during the site reconnaissance.

4.12 Pits, Ponds, and Lagoons

Pits, ponds, and lagoons were not observed on the subject property at the time of our site reconnaissance.

4.13 Stained Soil or Pavement

Stained soil or pavement were not observed on the subject property at the time of our site reconnaissance.

4.14 Stressed Vegetation

Stressed vegetation was not observed on the subject property during the site reconnaissance.

4.15 Solid Waste

Solid waste was not observed on the subject property at the time of our site reconnaissance.

4.16 Wastewater

A wastewater system was not observed on the subject property at the time of our site reconnaissance.



4.17 Wells

No wells were observed during the site reconnaissance.

4.18 Septic Systems

Septic systems were not observed on the property.

5.0 FINDINGS AND CONCLUSIONS

In consideration of the information obtained to date through performance of the Phase I Environmental Site Assessment described in the scope of service above, John D. Hynes & Associates, Inc. did not identify any Recognized Environmental Condition (REC) associated with the subject property. RECs are defined as *the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment.* The term REC is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies. No RECs were identified during our investigation.

Hynes & Associates, also, evaluated the risk of vapor migration onto the property. In consideration of available information, it is the opinion of Hynes & Associates that the risk of vapor intrusion onto the subject property is considered to be minimal at this time. If there is evidence of significant contamination on the adjoining properties there may be increased risk for vapor migration onto the subject property.

The following potential recognized environmental condition was identified:

- Based on database records, petroleum releases have occurred on 4 properties that adjoin the subject property. The database reports did not provide specifics regarding the nature or volume of the releases and cleanup procedures were not documented. If the releases were substantial, and/or if the cleanup procedures were insufficient, it is possible that contaminants could migrate onto the subject property. It is, also, possible that contaminant vapors could migrate onto the subject property.

Although not considered an environmental condition, a discarded drum and concrete debris were noted in the wooded area in the northwest portion of the property. The material should be removed and disposed of in accordance with current regulations. If any environmental conditions are noted during debris removal, Hynes & Associates should be contacted to evaluate the condition.



6.0 SIGNATURES OF ENVIRONMENTAL PROJECT STAFF

This report includes the findings and conclusions of the Phase I environmental site assessment performed by Hynes & Associates for the subject property, as observed, researched, and reviewed by the following:

Evan H. Cross
Environmental Staff

Richard D. Rhoads
Project Manager

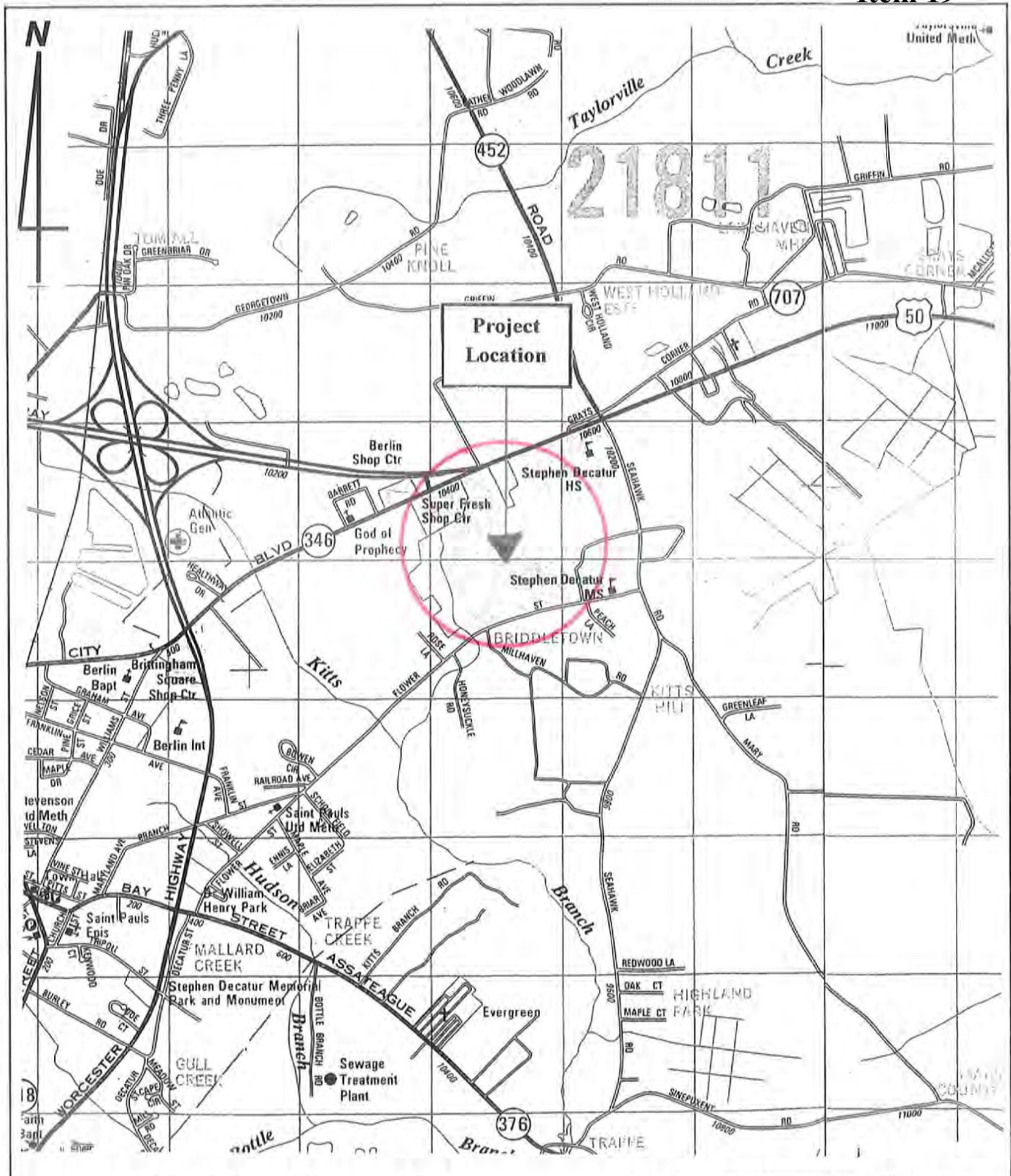
John D. Hynes
President

7.0 APPENDICES

- 7.1 Project Location Map
- 7.2 Site Plan
- 7.3 ASTM Transaction Screen Questionnaire
- 7.4 Property Deeds
- 7.5 Aerial Photographs
- 7.6 Fire Insurance Maps
- 7.7 EDR Report
- 7.8 FOIA Requests/Responses
- 7.9 Photograph Location Sketch
- 7.10 Photographs
- 7.11 Historical Topographic Maps



7.1 Project Location Map



JOHN D. HYNES & ASSOCIATES, INC.

32185 Beaver Run Drive • Salisbury, Maryland 21804
410-546-6462 / Fax: 410-548-5346

Date: July 26, 2022

Scale = 1" = 2000 feet

Drawn: ADC Maps

Project Location Map
Faucette and Harrison Property
Berlin, Maryland

DWG. No.

JDH-10/22/241-A



7.2 Site Plan



JOHN D. HYNES & ASSOCIATES, INC.

32185 Beaver Run Drive • Salisbury, Maryland 21804
410-546-6462 / Fax: 410-548-5346

Date: July 26, 2022

Scale = As Shown

Drawn: Google Earth

Project Vicinity Map
Faucette and Harrison Propert
Berlin, Maryland

DWG. No.

JDH-10/22/241-B



7.3 ASTM Transaction Screen Questionnaire

Phase I Environmental Site Assessment
Owner / Occupant Questionnaire

Item 19

Property Address: _____

Owner: _____

Question	Owner / Occupant			Comment / Additional Detail
	Yes	No	Unk	
1a. Is the <i>property</i> used for an industrial use?				_____
1b. Is any <i>adjoining property</i> used for an industrial use?				_____
2a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used for an industrial use in the past?				_____
2b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used for an industrial use in the past?				_____
3a. Is the <i>property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?				_____
3b. Is any <i>adjoining property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?				_____
4a. Did you observe evidence or do you have any prior knowledge that the <i>property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?				_____
4b. Did you observe evidence or do you have any prior knowledge that any <i>adjoining property</i> has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?				_____
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of > 5 gal (19L) in volume or 50 gal (190L) in the aggregate, stored on or used at the <i>property</i> or at the facility?				_____
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of > 5 gal (19L) in volume or 50 gal (190L) in the aggregate, stored on or used at the <i>property</i> or at the facility?				_____
6a. Are there currently any industrial <i>drums</i> (typically 55 gal (208L)) or sacks of chemicals located on the property or at the facility?				_____

Phase I Environmental Site Assessment
Owner / Occupant Questionnaire

Item 19

Property Address: _____

Owner: _____

Question	Owner / Occupant			Comment / Additional Detail
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial <i>drums</i> (typically 55 gal (208L)) or sacks of chemicals located on the property or at the facility?	Yes	No	Unk	_____
7a. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the property that originated from a contaminated site?	Yes	No	Unk	_____
7b. Did you observe evidence or do you have any prior knowledge that <i>fill dirt</i> has been brought onto the property that is of unknown origin?	Yes	No	Unk	_____
8a. Are there currently any <i>pits</i> , <i>ponds</i> , or <i>lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	_____
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any <i>pits</i> , <i>ponds</i> , or <i>lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes	No	Unk	_____
9a. Is there currently any stained soil on the <i>property</i> ?	Yes	No	Unk	_____
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the <i>property</i> ?	Yes	No	Unk	_____
10a. Is there currently any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	_____
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the <i>property</i> ?	Yes	No	Unk	_____
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	_____
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> or adjacent to any structure located on the <i>property</i> ?	Yes	No	Unk	_____
12a. Is there currently evidence of leaks, spills or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property?	Yes	No	Unk	_____
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any leaks, spills, or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property?	Yes	No	Unk	_____
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceeded guidelines applicable to the water system?	Yes	No	Unk	_____

Phase I Environmental Site Assessment
Owner / Occupant Questionnaire

Item 19

Property Address: _____

Owner: _____

Question	Owner / Occupant			Comment / Additional Detail
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated contaminated by any government environmental/health agency?	Yes	No	Unk	_____
14. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of <i>environmental liens</i> or governmental notification relating to past or recurrent violations of environmental laws with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	_____
15. Did a search of recorded land title records, or judicial records where appropriate, identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?	Yes	No	Unk	_____
16a. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	_____
16b. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of <i>hazardous substances</i> or <i>petroleum products</i> with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	_____
16c. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the past existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	_____
16d. Has the <i>owner</i> or <i>occupant</i> of the <i>property</i> been informed of the current existence of environmental violations with respect to the <i>property</i> or any facility located on the <i>property</i> ?	Yes	No	Unk	_____
17. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> have any knowledge of any <i>environmental site assessment</i> of the <i>property</i> or facility that indicated the presence of <i>hazardous substances</i> or <i>petroleum products</i> on, or contamination of, the <i>property</i> or recommended further assessment of the <i>property</i> ?	Yes	No	Unk	_____
18. Does the <i>owner</i> or <i>occupant</i> of the <i>property</i> know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any <i>hazardous substance</i> or <i>petroleum products</i> involving the <i>property</i> by any owner or occupant of the <i>property</i> ?	Yes	No	Unk	_____
19a. Does the <i>property</i> discharge waste water (not including sanitary waste or storm water) onto or adjacent to the <i>property</i> and/or into a storm water system?	Yes	No	Unk	_____
19b. Does the <i>property</i> discharge waste water (not including sanitary waste or storm water) onto or adjacent to the <i>property</i> and/or into a sanitary sewer system?	Yes	No	Unk	_____
20. Did you observe evidence or do you have any prior knowledge that any <i>hazardous substances</i> or <i>petroleum products</i> , unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the <i>property</i> ?	Yes	No	Unk	_____

Phase I Environmental Site Assessment
Owner / Occupant Questionnaire

Item 19

Property Address: _____

Owner: _____

Question	Owner / Occupant			Comment / Additional Detail
21. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes	No	Unk	_____
22. Did a search of recorded land title records, or judicial records where appropriate, identify any Activity and Use Limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?	Yes	No	Unk	_____ _____
23. Do you have any specialized knowledge or experience related to the property or nearby properties?	Yes	No	Unk	_____
24. Does the purchase price being paid for this property reasonably reflect the fair market value of the property?	Yes	No	Unk	_____
25. If you conclude that there is a difference between the purchase price and fair market value, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?	Yes	No	Unk	_____ _____
26a. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?	Yes	No	Unk	_____ _____
26b. Do you know the past uses of the property?	Yes	No	Unk	_____
26c. Do you know of specific chemicals that are present or once were present at the property?	Yes	No	Unk	_____
26d. Do you know of spills or other chemical releases that have taken place at the property?	Yes	No	Unk	_____
26e. Do you know of any environmental cleanups that have taken place at the property?	Yes	No	Unk	_____
27. Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?	Yes	No	Unk	_____ _____

This questionnaire was completed by:

Name: _____

Title: _____

Firm: _____

Address: _____

Phone number: _____

Phase I Environmental Site Assessment
Owner / Occupant Questionnaire

Item 19

Property Address: _____

Owner: _____

Preparer represents to the best of the preparer's knowledge that the above statements and facts are true and correct and to the best of the preparer's actual knowledge, no material facts have been suppressed or misstated.

Signature: _____

Date: _____



7.4 Property Deeds

NO TITLE EXAMINATION MADE OR REQUESTED

THIS DEED OF DISTRIBUTION, made this 11th day of May,
in the year two thousand and nine (2009), by HELEN H. FAUCETTE and HALE HARRISON,
Personal Representatives of the Estate of LOIS C. HARRISON, hereinafter called Grantor, and
HELEN H. FAUCETTE, HALE HARRISON, and JOHN HENRY HARRISON, hereinafter
called Grantee;

WHEREAS, LOIS C. HARRISON departed this life testate on September 27, 2007, vested
with fee simple title in and to the hereinafter described property and by ITEM FIFTH of her First
Codicil to her Last Will and Testament, she did give, devise and bequeath the remaining portions
of the Harrison home farm, in equal shares unto her children, HELEN HARRISON FAUCETTE,
HALE HARRISON and JOHN HENRY HARRISON; and

WHEREAS, the said HELEN H. FAUCETTE and HALE HARRISON, having been
duly appointed Personal Representative of the Estate of Lois C. Harrison, by the Orphan's Court for
Worcester County, Maryland, in Estate No. 12,807 by Charlotte K. Cathell, the Register of Wills for
Worcester County, Maryland; and

WHEREAS, the said HELEN H. FAUCETTE and HALE HARRISON, having duly
filed the Inventory and other related documents and no inheritance tax being due at the time of the
filing of the Administration Account and all state and/or federal estate taxes having been paid in the
aforesaid Estate, the said HELEN H. FAUCETTE and HALE HARRISON hereby executes this
Deed pursuant to Section 9-105 of the Estates and Trusts Article of the Annotated Code of Maryland,
in accordance with the anticipated distribution as set forth in their Administration Account to be filed
with the Orphan's Court of Worcester County, Maryland in the aforementioned Estate.

WITNESSETH:

THAT FOR AND IN NO MONETARY CONSIDERATION, the said Grantor does
hereby grant and convey unto HELEN H. FAUCETTE, HALE HARRISON and JOHN HENRY
HARRISON, as tenants in common, their personal representatives and assigns, forever in fee

FILED

2011 MAY 26 P 3:47

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

simple, the remaining undivided one-third (1/3rd) interest in the hereinafter described property, in proportions of:

(a) an undivided one-third (1/3rd) of the interest conveyed (being an undivided one-ninth (1/9th) ownership interest in said property), unto Helen Harrison Faucettë, her personal representatives and assigns, forever in fee simple; and

(b) an undivided one-third (1/3rd) of the interest conveyed (being an undivided one-ninth (1/9th) ownership interest in said property), unto Hale Harrison, his personal representatives and assigns, forever in fee simple; and

(c) an undivided one-third (1/3rd) of the interest conveyed (being an undivided one-ninth (1/9th) ownership interest in said property), unto John Henry Harrison, his personal representatives and assigns, forever in fee simple:

IN AND TO all those tracts, parts of tracts or parcel of land known as the Home Farm and Addition thereto described in the Assessment Records as Map 25, Parcel 89, consisting of approximately 103.54 acres more or less (no certification of acreage is provided) situate, lying and being in the Third Election District for Worcester County, State of Maryland, and being all of the rest and residue of that property that was conveyed unto G. Hale Harrison by Union Trust Company, Trustee, by deed dated February 24, 1944, and recorded among the Land Records of Worcester County, Maryland in Liber J.E.B. No. 19, folio 386, that has not been previously conveyed by the said G. Hale Harrison or Lois C. Harrison. The said G. Hale Harrison departed this life testate, leaving a Last Will and Testament dated October 6, 1949, and recorded among the Testamentary Records of Worcester County, Maryland, in Will Book K.J.C. No. 26, folio 265, by which he devised an undivided one-third (1/3rd) interest unto his widow, Lois C. Harrison, and the remaining two-third (2/3rds) interest unto his three children, the Grantees herein.

EXCEPTING THEREFROM, any grants and conveyances of the property hereinbefore described previously made by the said G. Hale Harrison or Lois C. Harrison, the Personal Representatives or Trustees, or the Grantees hereof. It being the intent of this Deed to grant

and convey the remainder of the original farm to the beneficiaries such that each owns an undivided one third (1/3rd) interest in the remaining farm parcel.

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

TO HAVE AND TO HOLD the above described property unto the use and benefit of the said **Helen H. Faucette, Hale Harrison and John Henry Harrison**, as Tenants in common, their personal representatives and assigns, forever in fee simple, together with all the rights, privileges, improvements and easements, appurtenant thereto.

AND the Grantor herein does hereby covenant that they will warrant, specially, the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the grantor herein as of the day and year first herein written.

WITNESS:

[Signature]

[Signature] (SEAL)
Helen H. Faucette, Personal 5/11/2009
Representative of the Estate of
Lois C. Harrison, Deceased

WITNESS:

[Signature]

[Signature] (SEAL)
Hale Harrison, Personal 5-6-2009
Representative of the Estate of
Lois C. Harrison, Deceased

STATE OF Florida, Volusia COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11 day of May, 2009, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared **Helen H. Faucette Harrison** and acknowledged that the foregoing Deed was her act, as Personal Representative of the Estate of Lois C. Harrison, and was executed for the purposes therein set forth.

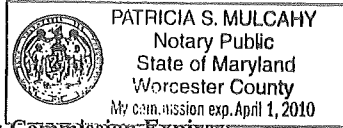
[Signature]
Notary Public

My Commission Expires:



STATE OF Maryland, Worcester COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of May, 2009, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared **Hale Harrison** and acknowledged that the foregoing Deed was his act, as Personal Representative of the Estate of Lois C. Harrison, and was executed for the purposes therein set forth.



My Commission Expires:

Patricia S. Mulcahy
Notary Public

AFFIDAVIT OF NO CONSIDERATION

I, **Hale Harrison and Helen H. Faucette**, Personal Representatives of the Estate of **Lois C. Harrison, Deceased**, the Grantor in the foregoing Deed, hereby certify under the penalties of perjury, that the consideration of this transaction is none.

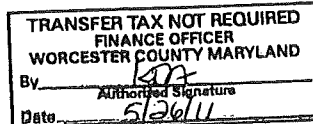
Helen H. Faucette
Helen H. Faucette, Personal Representative of the
Estate of Lois C. Harrison, Deceased
Hale Harrison
Hale Harrison, Personal Representative of the Estate
of Lois C. Harrison, Deceased

I HEREBY CERTIFY that this instrument was prepared under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.

Regan J. R. Smith
REGAN J. R. SMITH

F:\Regan\ESTATES\Harrison, Lois C\Deed of Distribution - Home Farm.wpd

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 5/26/11
Worcester County Finance Officer
By [Signature]
EXCEPT PERSONAL PROPERTY



IMP FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Reg # H002 Rpt # 75520
SVH 3470 Bk # 1498
May 26, 2011 04:05 PM

MAY 26 2011 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

[Signature] Clerk

State of Maryland Land Instrument Intake Sheet

[] Baltimore City [X] County: Worcester County
 Information provided is for the use of the Clerk's Office and State Department of
 Assessments and Taxation, and the County Finance Office only.
 (Type or Print in Black Ink Only All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <input type="checkbox"/> Lease <input type="checkbox"/> Dedication & Turnover																																																															
2	Conveyance Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Arms-Length [1]	<input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Arms-Length [2]	<input type="checkbox"/> Multiple <input type="checkbox"/> Arms Length [3]	<input checked="" type="checkbox"/> Not an Arms-Length Sale [9]																																																												
3	Tax Exemptions (if Applicable)	Recordation State Transfer County Transfer																																																															
4	Consideration and Tax Calculations	<table border="1"> <thead> <tr> <th>Consideration</th> <th>Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$ 0.00</td> <td colspan="2">Transfer and Recordation Tax Consideration</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$ 0.00</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>x () %</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Less Exemption Amount:</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax</td> <td>\$</td> </tr> <tr> <td>Full Cash Value</td> <td>\$</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>x () per \$500 =</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </tbody> </table>				Consideration	Amount	Finance Office Use Only		Purchase Price/Consideration	\$ 0.00	Transfer and Recordation Tax Consideration		Any New Mortgage	\$ 0.00	Transfer Tax Consideration	\$	Balance of Existing Mortgage	\$	x () %	\$	Other:	\$	Less Exemption Amount:	\$	Other:	\$	Total Transfer Tax	\$	Full Cash Value	\$	Recordation Tax Consideration	\$			x () per \$500 =	\$			TOTAL DUE	\$																								
Consideration	Amount	Finance Office Use Only																																																															
Purchase Price/Consideration	\$ 0.00	Transfer and Recordation Tax Consideration																																																															
Any New Mortgage	\$ 0.00	Transfer Tax Consideration	\$																																																														
Balance of Existing Mortgage	\$	x () %	\$																																																														
Other:	\$	Less Exemption Amount:	\$																																																														
Other:	\$	Total Transfer Tax	\$																																																														
Full Cash Value	\$	Recordation Tax Consideration	\$																																																														
		x () per \$500 =	\$																																																														
		TOTAL DUE	\$																																																														
5	Fees	<table border="1"> <thead> <tr> <th>Amount of Fees</th> <th>Doc. 1</th> <th>Doc. 2</th> <th>Agent</th> </tr> </thead> <tbody> <tr> <td>Recording Charge</td> <td>\$ 20.00</td> <td>\$</td> <td>Tax Bill:</td> </tr> <tr> <td>Surcharge</td> <td>\$ 20.00</td> <td>\$</td> <td>C.B. Credit:</td> </tr> <tr> <td>State Recordation Tax</td> <td>\$</td> <td>\$</td> <td>Ag. Tax/Other:</td> </tr> <tr> <td>State Transfer Tax</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>County Transfer Tax</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>Other</td> <td>\$</td> <td>\$</td> <td></td> </tr> </tbody> </table>				Amount of Fees	Doc. 1	Doc. 2	Agent	Recording Charge	\$ 20.00	\$	Tax Bill:	Surcharge	\$ 20.00	\$	C.B. Credit:	State Recordation Tax	\$	\$	Ag. Tax/Other:	State Transfer Tax	\$	\$		County Transfer Tax	\$	\$		Other	\$	\$		Other	\$	\$																													
Amount of Fees	Doc. 1	Doc. 2	Agent																																																														
Recording Charge	\$ 20.00	\$	Tax Bill:																																																														
Surcharge	\$ 20.00	\$	C.B. Credit:																																																														
State Recordation Tax	\$	\$	Ag. Tax/Other:																																																														
State Transfer Tax	\$	\$																																																															
County Transfer Tax	\$	\$																																																															
Other	\$	\$																																																															
Other	\$	\$																																																															
6	Description of Property	<table border="1"> <thead> <tr> <th>District</th> <th>Property Tax ID No.(1)</th> <th>Grantor Liber/Folio</th> <th>Map</th> <th>Parcel No.</th> <th>Var. LOG</th> </tr> </thead> <tbody> <tr> <td></td> <td>03-015807</td> <td>0026/00265</td> <td>0025</td> <td>0089</td> <td>1 (5)</td> </tr> <tr> <td colspan="2">Subdivision Name</td> <td>Lot (3a)</td> <td>Block(3b)</td> <td>Sect/AR(3c)</td> <td>Plat Ref.</td> </tr> <tr> <td colspan="6">Location/Address of Property Being Conveyed (2)</td> </tr> <tr> <td colspan="6">Other Property Identifiers (if applicable)</td> </tr> <tr> <td colspan="6">Water Meter Account No.</td> </tr> <tr> <td colspan="6">103.54 acres, Home Farm, S Side Rte. 50</td> </tr> <tr> <td colspan="2">Residential [X] or Non-Residential []</td> <td colspan="2">Fee Simple [X] or Ground Rent []</td> <td colspan="2">Amount: \$PropertyLeaseholdAmt</td> </tr> <tr> <td colspan="2">Partial Conveyance? [] Yes [X] No</td> <td colspan="4">Description/Amt. of SqFt/Acreage Transferred:</td> </tr> <tr> <td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td> </tr> </tbody> </table>				District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		03-015807	0026/00265	0025	0089	1 (5)	Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.	Location/Address of Property Being Conveyed (2)						Other Property Identifiers (if applicable)						Water Meter Account No.						103.54 acres, Home Farm, S Side Rte. 50						Residential [X] or Non-Residential []		Fee Simple [X] or Ground Rent []		Amount: \$PropertyLeaseholdAmt		Partial Conveyance? [] Yes [X] No		Description/Amt. of SqFt/Acreage Transferred:				If Partial Conveyance, List Improvements Conveyed:					
District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG																																																												
	03-015807	0026/00265	0025	0089	1 (5)																																																												
Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.																																																												
Location/Address of Property Being Conveyed (2)																																																																	
Other Property Identifiers (if applicable)																																																																	
Water Meter Account No.																																																																	
103.54 acres, Home Farm, S Side Rte. 50																																																																	
Residential [X] or Non-Residential []		Fee Simple [X] or Ground Rent []		Amount: \$PropertyLeaseholdAmt																																																													
Partial Conveyance? [] Yes [X] No		Description/Amt. of SqFt/Acreage Transferred:																																																															
If Partial Conveyance, List Improvements Conveyed:																																																																	
7		<table border="1"> <thead> <tr> <th>Doc. 1 - Grantor(s) Name(s)</th> <th>Doc. 2 - Grantor(s) Name(s)</th> </tr> </thead> <tbody> <tr> <td>HELEN H. FAUCETTE AND HALE HARRISON, Personal Representatives, Estate of LOIS C. HARRISON</td> <td></td> </tr> <tr> <td>Doc. 1 - Owner(s) of Record, if Different from Grantor(s)</td> <td>Doc. 2 - Owner(s) of Record, if Different from Grantor(s)</td> </tr> </tbody> </table>				Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)	HELEN H. FAUCETTE AND HALE HARRISON, Personal Representatives, Estate of LOIS C. HARRISON		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)																																																						
Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)																																																																
HELEN H. FAUCETTE AND HALE HARRISON, Personal Representatives, Estate of LOIS C. HARRISON																																																																	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)																																																																
8		<table border="1"> <thead> <tr> <th>Doc. 1 - Grantee(s) Name(s)</th> <th>Doc. 2 - Grantee(s) Name(s)</th> </tr> </thead> <tbody> <tr> <td>HELEN H. FAUCETTE, HALE HARRISON, JOHN HENRY HARRISON</td> <td></td> </tr> <tr> <td colspan="2">New Owner's (Grantee) Mailing Address</td> </tr> <tr> <td colspan="2">1522 Teal Drive, Ocean City, MD 21842</td> </tr> </tbody> </table>				Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)	HELEN H. FAUCETTE, HALE HARRISON, JOHN HENRY HARRISON		New Owner's (Grantee) Mailing Address		1522 Teal Drive, Ocean City, MD 21842																																																					
Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)																																																																
HELEN H. FAUCETTE, HALE HARRISON, JOHN HENRY HARRISON																																																																	
New Owner's (Grantee) Mailing Address																																																																	
1522 Teal Drive, Ocean City, MD 21842																																																																	
9	Other Names to Be Indexed	<table border="1"> <thead> <tr> <th>Doc. 1 - Additional Names to be Indexed (Optional)</th> <th>Doc. 2 - Additional Names to be Indexed (Optional)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>				Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)																																																										
Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)																																																																
10	Contact/Mail Information	<table border="1"> <thead> <tr> <th colspan="2">Instrument Submitted By or Contact Person</th> <th colspan="2">Return to Contact Person</th> </tr> </thead> <tbody> <tr> <td>Name: Regan J.R. Smith</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Firm: WILLIAMS, MOORE, SHOCKLEY & HARRISON, LLP</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Address: 11310 Manklin Creek Road, Unit 6, Berlin, MD 21811</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Phone: 410-641-8080</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>Return Address Provided</td> </tr> </tbody> </table>				Instrument Submitted By or Contact Person		Return to Contact Person		Name: Regan J.R. Smith				Firm: WILLIAMS, MOORE, SHOCKLEY & HARRISON, LLP				Address: 11310 Manklin Creek Road, Unit 6, Berlin, MD 21811				Phone: 410-641-8080		<input checked="" type="checkbox"/>	Return Address Provided																																								
Instrument Submitted By or Contact Person		Return to Contact Person																																																															
Name: Regan J.R. Smith																																																																	
Firm: WILLIAMS, MOORE, SHOCKLEY & HARRISON, LLP																																																																	
Address: 11310 Manklin Creek Road, Unit 6, Berlin, MD 21811																																																																	
Phone: 410-641-8080		<input checked="" type="checkbox"/>	Return Address Provided																																																														
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.	<table border="1"> <tbody> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Will the property being conveyed be the grantee's principal residence?</td> </tr> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Does transfer include personal property? If yes, identify:</td> </tr> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)</td> </tr> </tbody> </table>				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)																																																						
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?																																																																
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify:																																																																
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)																																																																
Assessment Use Only - Do Not Write Below This Line																																																																	
<table border="1"> <thead> <tr> <th>Transfer Number</th> <th>Date Received</th> <th>Deed Reference</th> <th>Assigned Property No.</th> </tr> </thead> <tbody> <tr> <td>Year</td> <td></td> <td>Geo.</td> <td>Map</td> </tr> <tr> <td>Land</td> <td></td> <td>Zoning</td> <td>Grid</td> </tr> <tr> <td>Buildings</td> <td></td> <td>Use</td> <td>Parcel</td> </tr> <tr> <td>Total</td> <td></td> <td>Town Cd.</td> <td>Ex. St.</td> </tr> </tbody> </table>						Transfer Number	Date Received	Deed Reference	Assigned Property No.	Year		Geo.	Map	Land		Zoning	Grid	Buildings		Use	Parcel	Total		Town Cd.	Ex. St.																																								
Transfer Number	Date Received	Deed Reference	Assigned Property No.																																																														
Year		Geo.	Map																																																														
Land		Zoning	Grid																																																														
Buildings		Use	Parcel																																																														
Total		Town Cd.	Ex. St.																																																														
REMARKS:																																																																	

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5688, p. 0476, MSA_CE31_5862, Date available 05/31/2011. Printed 07/13/2022.



7.5 Aerial Photographs

Faucette and Harrison Property

9815 Seahawk Road

Berlin, MD 21811

Inquiry Number: 7005939.5

June 04, 2022

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Item 19
06/04/22

Site Name:

Faucette and Harrison Property
9815 Seahawk Road
Berlin, MD 21811
EDR Inquiry # 7005939.5

Client Name:

John D. Hynes & Associates
32185 Beaver Run Drive
Salisbury, MD 21801
Contact: EVAN CROSS



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2017	1"=500'	Flight Year: 2017	USDA/NAIP
2013	1"=500'	Flight Year: 2013	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2005	1"=500'	Flight Year: 2005	USDA/NAIP
1990	1"=500'	Flight Date: July 05, 1990	USGS
1989	1"=500'	Acquisition Date: April 12, 1989	USGS/DOQQ
1981	1"=500'	Flight Date: April 10, 1981	USDA
1974	1"=500'	Flight Date: March 22, 1974	USGS
1971	1"=500'	Flight Date: June 08, 1971	USGS
1963	1"=500'	Flight Date: April 08, 1963	USGS
1960	1"=500'	Flight Date: February 20, 1960	USGS
1955	1"=500'	Flight Date: February 10, 1955	USGS

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2022 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



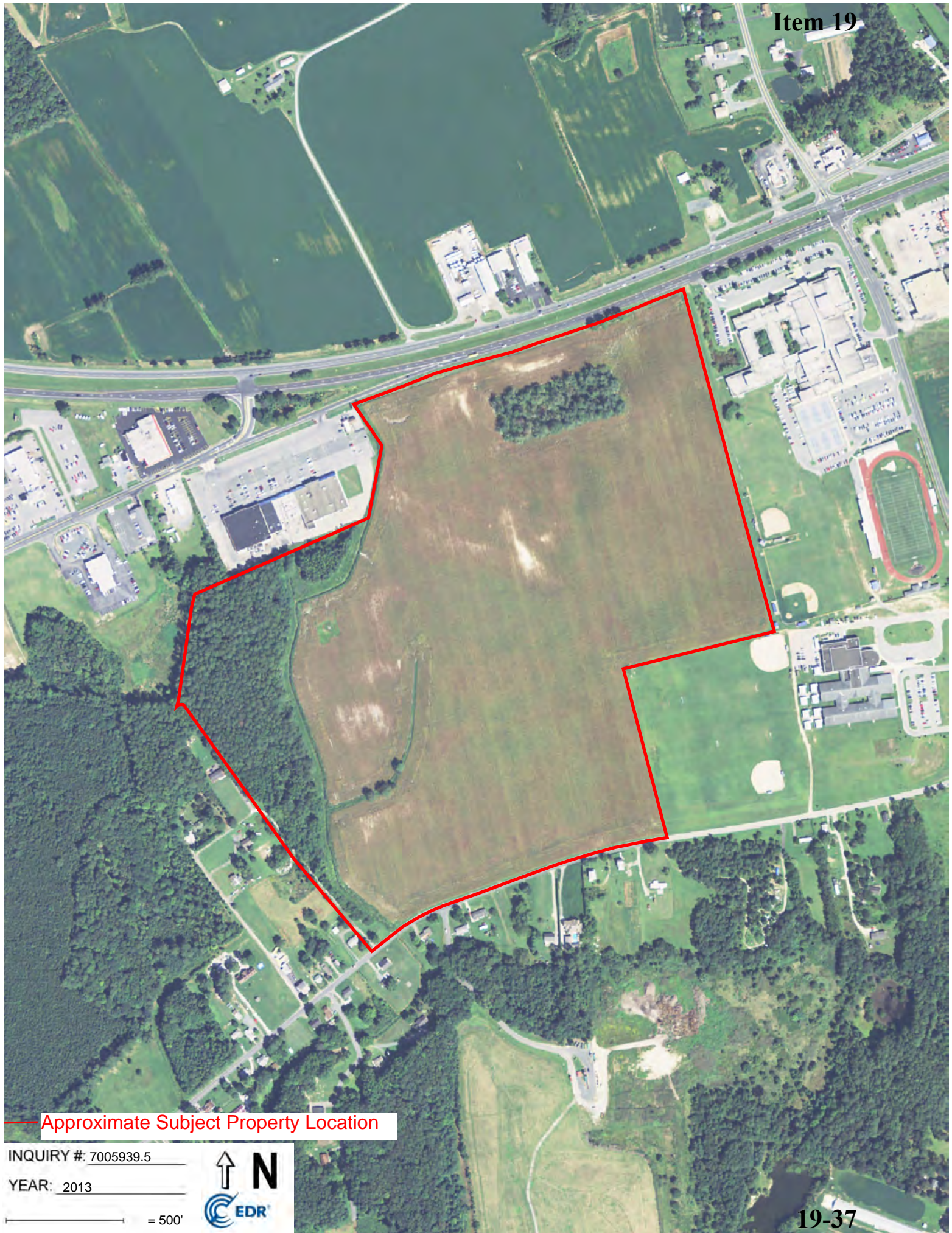
— Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 2017

— = 500'





Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 2013

500'





Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 2009

— = 500'





— Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 2005



— = 500'



— Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1990

— = 500'





Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1989

— = 500'





Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1981



— = 500'



— Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1974

— = 500'





Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1971

— = 500'





— Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1963

— = 500'





Approximate Subject Property Location

INQUIRY #: 7005939.5

YEAR: 1960



= 500'



Approximate Subject Property Location

INQUIRY #: 7005939.5


YEAR: 1955

— = 500'





7.6 Fire Insurance Maps



Faucette and Harrison Property
9815 Seahawk Road
Berlin, MD 21811

Inquiry Number: 7005939.3
June 03, 2022

Certified Sanborn® Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

06/03/22

Site Name:

Faucette and Harrison Property
9815 Seahawk Road
Berlin, MD 21811
EDR Inquiry # 7005939.3

Client Name:

John D. Hynes & Associates
32185 Beaver Run Drive
Salisbury, MD 21801
Contact: EVAN CROSS



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by John D. Hynes & Associates were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 7425-485C-8FDF

PO # 013790

Project Faucette and Harrison Property

UNMAPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results

Certification #: 7425-485C-8FDF

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☒ Library of Congress
- ☒ University Publications of America
- ☒ EDR Private Collection

The Sanborn Library LLC Since 1866™

Limited Permission To Make Copies

John D. Hynes & Associates (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice. Copyright 2022 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



7.7 EDR Report

Faucette and Harrison Property

9815 Seahawk Road

Berlin, MD 21811

Inquiry Number: 7005939.2s

June 03, 2022

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	61
Government Records Searched/Data Currency Tracking	GR-1
 <u>GEOCHECK ADDENDUM</u>	
Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-23
Physical Setting Source Map Findings	A-25
Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2020 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

9815 SEAHAWK ROAD
BERLIN, MD 21811

COORDINATES

Latitude (North):	38.3384400 - 38° 20' 18.38"
Longitude (West):	75.1948610 - 75° 11' 41.49"
Universal Transverse Mercator:	Zone 18
UTM X (Meters):	482970.2
UTM Y (Meters):	4243178.0
Elevation:	34 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	14392858 BERLIN, MD
Version Date:	2019

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150801
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
9815 SEAHAWK ROAD
BERLIN, MD 21811

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	HOLLAND SERVICE CENT	10438 OLD OCEAN CITY	MD OCPCASES, MD HIST UST, MD LEAD	Lower	277, 0.052, WNW
A2	RONALD J. HOLLAND	10438 OLD OCEAN CITY	MD UST, MD Financial Assurance	Lower	277, 0.052, WNW
B3	EASTERN AIR CONTROL	10543 OCEAN GATEWAY	MD OCPCASES	Lower	304, 0.058, North
C4	TRACTOR SUPPLY COMPA	10452 OLD OCEAN CITY	RCRA-VSQG	Lower	341, 0.065, NW
C5	TSC # 1819 - DAMAGED	10452 OLD OCEAN CITY	MD MANIFEST	Lower	341, 0.065, NW
C6	FAMILY DOLLAR 2097	10452 OLD OCEAN CITY	PA MANIFEST	Lower	341, 0.065, NW
C7	FAMILY DOLLAR STORE	10452 OLD OCEAN CITY	MD MANIFEST	Lower	341, 0.065, NW
C8	FAMILY DOLLAR #2097	10452 OLD OCEAN CITY	RCRA-VSQG, FINDS, ECHO	Lower	341, 0.065, NW
B9	PRESTON FOSKEY, DRIV	10535 OCEAN GATEWAY	MD OCPCASES	Lower	370, 0.070, North
B10	CROPPER OIL CO., INC	10535 OCEAN GTWY	MD HIST UST	Lower	370, 0.070, North
B11	MARYLAND BIO-DIESEL	10535 OCEAN GATEWAY	RCRA NonGen / NLR, US AIRS	Lower	370, 0.070, North
B12	MARYLAND BIO-DIESEL	10535 OCEAN GATEWAY	MD AST	Lower	370, 0.070, North
B13	CROPPER OIL CO.	10535 OCEAN GATEWAY	MD UST, MD Financial Assurance	Lower	370, 0.070, North
B14	CROPPER OIL CO	10535 OCEAN GATEWAY	MD OCPCASES	Lower	370, 0.070, North
B15	CROPPER OIL COMPANY	10535 OCEAN GATEWAY	MD OCPCASES, MD ENG CONTROLS	Lower	370, 0.070, North
16	CAMP DECATUR		FUDS	Lower	499, 0.095, North
D17	BERLIN SHOPPING CENT	10445 OLD OCEAN CITY	MD OCPCASES	Lower	578, 0.109, WNW
D18	EASTERN SHORE AUTO	10445 OLD OCEAN CITY	RCRA NonGen / NLR, FINDS, ECHO	Lower	591, 0.112, WNW
E19	BARRETT CHEVROLET OL	10419 OLD OCEAN CITY	MD HIST UST	Lower	654, 0.124, West
E20	BARRETT CHEVROLET	10419 OLD OCEAN CITY	MD OCPCASES	Lower	654, 0.124, West
F21	ROYAL FARMS #178	10633 OCEAN GATEWAY	MD OCPCASES	Lower	783, 0.148, NNE
F22	ROYAL FARMS #178	10633 OCEAN GATEWAY	MD UST, MD Financial Assurance	Lower	783, 0.148, NNE
G23	DECATUR, STEPHEN HIG	9913 SEAHAWK AVENUE	RCRA-SQG, MD UST, MD HIST UST, US AIRS, FINDS,...	Higher	825, 0.156, ENE
G24	STEPHEN DECATUR	9913 SEAHAWK RD	MD OCPCASES	Higher	825, 0.156, ENE
H25	FRIENDSHIP TEXACO /	10709 GRAYS CORNER R	MD OCPCASES	Lower	868, 0.164, NE
H26	AMBAY, LLC	10709 GRAYS CORNER R	MD UST, MD Financial Assurance	Lower	868, 0.164, NE
27	BERLIN LANDFILL	FLOWER STREET AND SE	MD LRP	Lower	1035, 0.196, ESE
28	CASUAL DESIGN FURNIT	10734 OCEAN GATEWAY	MD OCPCASES	Lower	1469, 0.278, NE
29	WASTE MANAGEMENT INC	10052 FRIENDSHIP RD	MD OCPCASES	Higher	1969, 0.373, NNE
30	MAGEE AUTO PARTS	10311 OLD OCEAN CITY	MD OCPCASES	Lower	1998, 0.378, West
31	BRENDA JARMON RESIDE	10522 GRIFFIN RD	MD OCPCASES	Lower	2182, 0.413, North
I32	FLEET TRANSIT SPILL	10313 OLD OCEAN CITY	MD OCPCASES, MD HIST UST	Lower	2335, 0.442, West
I33	KELLY FOODS CORPORAT	10313 OLD OCEAN CITY	MD ENG CONTROLS	Lower	2335, 0.442, West
34	KCH INC / NATIONS BA	10805 GRAYS CORNER R	MD OCPCASES	Lower	2338, 0.443, NE
35	MCALLISTER SAND & GR	10823 OCEAN GATEWAY	MD OCPCASES	Lower	2466, 0.467, NE
36	BERLIN LANDFILL	SOUTH OF FLOWER STRE	ODI	Lower	2484, 0.470, South

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL..... National Priority List
 Proposed NPL..... Proposed National Priority List Sites
 NPL LIENS..... Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL..... National Priority List Deletions

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY..... Federal Facility Site Information listing
 SEMS..... Superfund Enterprise Management System

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS..... Corrective Action Report

Lists of Federal RCRA TSD facilities

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Lists of Federal RCRA generators

RCRA-LQG..... RCRA - Large Quantity Generators

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System
 US ENG CONTROLS..... Engineering Controls Sites List
 US INST CONTROLS..... Institutional Controls Sites List

Federal ERNS list

ERNS..... Emergency Response Notification System

EXECUTIVE SUMMARY

Lists of state- and tribal hazardous waste facilities

MD SHWS..... Notice of Potential Hazardous Waste Sites

Lists of state and tribal landfills and solid waste disposal facilities

MD SWF/LF..... Permitted Solid Waste Disposal Facilities

Lists of state and tribal leaking storage tanks

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land
MD HIST LUST..... Recovery Sites

Lists of state and tribal registered storage tanks

FEMA UST..... Underground Storage Tank Listing
INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

MD INST CONTROL..... Voluntary Cleanup Program Applicants/Participants

Lists of state and tribal voluntary cleanup sites

MD VCP..... Voluntary Cleanup Program Applicants/Participants
INDIAN VCP..... Voluntary Cleanup Priority Listing

Lists of state and tribal brownfield sites

MD BROWNFIELDS..... Eligible Brownfields Properties

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

MD SWRCY..... Recycling Directory
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register
US CDL..... National Clandestine Laboratory Register
MD PFAS..... PFAS Contamination Site Listing

Local Land Records

LIENS 2..... CERCLA Lien Information

EXECUTIVE SUMMARY

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
MD SPILLS 90..... SPILLS 90 data from FirstSearch

Other Ascertainable Records

DOD..... Department of Defense Sites
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR..... Financial Assurance Information
EPA WATCH LIST..... EPA WATCH LIST
2020 COR ACTION..... 2020 Corrective Action Program List
TSCA..... Toxic Substances Control Act
TRIS..... Toxic Chemical Release Inventory System
SSTS..... Section 7 Tracking Systems
ROD..... Records Of Decision
RMP..... Risk Management Plans
RAATS..... RCRA Administrative Action Tracking System
PRP..... Potentially Responsible Parties
PADS..... PCB Activity Database System
ICIS..... Integrated Compliance Information System
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS..... Material Licensing Tracking System
COAL ASH DOE..... Steam-Electric Plant Operation Data
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER..... PCB Transformer Registration Database
RADINFO..... Radiation Information Database
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS..... Incident and Accident Data
CONSENT..... Superfund (CERCLA) Consent Decrees
INDIAN RESERV..... Indian Reservations
FUSRAP..... Formerly Utilized Sites Remedial Action Program
UMTRA..... Uranium Mill Tailings Sites
LEAD SMELTERS..... Lead Smelter Sites
US MINES..... Mines Master Index File
ABANDONED MINES..... Abandoned Mines
UXO..... Unexploded Ordnance Sites
DOCKET HWC..... Hazardous Waste Compliance Docket Listing
FUELS PROGRAM..... EPA Fuels Program Registered Listing
MD AIRS..... Permit and Facility Information Listing
MD ASBESTOS..... Asbestos Notification Listing
MD COAL ASH..... Coal Ash Disposal Site Listing
MD DRYCLEANERS..... Registered Drycleaning Facilities
MD NPDES..... Wastewater Permit Listing
MD UIC..... Underground Injection Wells Database
MINES MRDS..... Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP..... EDR Proprietary Manufactured Gas Plants

EXECUTIVE SUMMARY

EDR Hist Auto..... EDR Exclusive Historical Auto Stations
 EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

MD RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
 MD RGA LF..... Recovered Government Archive Solid Waste Facilities List
 MD RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal RCRA generators

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 02/28/2022 has revealed that there is 1 RCRA-SQG site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>DECATUR, STEPHEN HIG</i> EPA ID:: MDR000007138	<i>9913 SEAHAWK AVENUE</i>	<i>ENE 1/8 - 1/4 (0.156 mi.)</i>	<i>G23</i>	<i>47</i>

RCRA-VSQQ: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQQ list, as provided by EDR, and dated 02/28/2022 has revealed that there are

EXECUTIVE SUMMARY

2 RCRA-VSQQ sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TRACTOR SUPPLY COMPA EPA ID:: MDR000527264	10452 OLD OCEAN CITY	NW 0 - 1/8 (0.065 mi.)	C4	10
FAMILY DOLLAR #2097 EPA ID:: MDR000526812	10452 OLD OCEAN CITY	NW 0 - 1/8 (0.065 mi.)	C8	18

Lists of state and tribal leaking storage tanks

MD OCPCASES: Cases monitored by the Oil Control Program.

A review of the MD OCPCASES list, as provided by EDR, and dated 02/23/2022 has revealed that there are 17 MD OCPCASES sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
STEPHEN DECATUR Date Closed: 11/20/2000 Date Closed: 05/15/1996 Facility Status: CLOSED Facility Id: 00-0837WO Facility Id: 95-1411WO	9913 SEAHAWK RD	ENE 1/8 - 1/4 (0.156 mi.)	G24	52
WASTE MANAGEMENT INC Date Closed: 08/03/2001 Facility Status: CLOSED Facility Id: 01-1417WO	10052 FRIENDSHIP RD	NNE 1/4 - 1/2 (0.373 mi.)	29	57
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HOLLAND SERVICE CENT Date Closed: 10/22/1992 Date Closed: 05/13/1997 Facility Status: CLOSED Facility Id: 93-2044WO Facility Id: 95-1671WO	10438 OLD OCEAN CITY	WNW 0 - 1/8 (0.052 mi.)	A1	8
EASTERN AIR CONTROL Date Closed: 08/06/1997 Facility Status: CLOSED Facility Id: 92-0518WO	10543 OCEAN GATEWAY	N 0 - 1/8 (0.058 mi.)	B3	10
PRESTON FOSKEY, DRIV Date Closed: 11/13/2000 Facility Status: CLOSED Facility Id: 99-2784WO	10535 OCEAN GATEWAY	N 0 - 1/8 (0.070 mi.)	B9	22
CROPPER OIL CO Date Closed: 03/01/2019 Facility Status: CLOSED Facility Id: 19-0345WO	10535 OCEAN GATEWAY	N 0 - 1/8 (0.070 mi.)	B14	38
CROPPER OIL COMPANY Date Closed: 07/14/1999 Date Closed: 08/13/2006	10535 OCEAN GATEWAY	N 0 - 1/8 (0.070 mi.)	B15	39

EXECUTIVE SUMMARY

Facility Status: CLOSED Facility Id: 92-1053WO Facility Id: 06-1095WO					
BERLIN SHOPPING CENT Date Closed: 05/26/2000 Facility Status: CLOSED Facility Id: 00-1480WO	10445 OLD OCEAN CITY	WNW 0 - 1/8 (0.109 mi.)	D17	40	
BARRETT CHEVROLET Date Closed: 07/20/1992 Date Closed: 11/23/1999 Facility Status: CLOSED Facility Id: 92-2213WO Facility Id: 95-1159WO	10419 OLD OCEAN CITY	W 0 - 1/8 (0.124 mi.)	E20	44	
ROYAL FARMS #178 Facility Status: OPEN Facility Id: 16-0722WO	10633 OCEAN GATEWAY	NNE 1/8 - 1/4 (0.148 mi.)	F21	45	
FRIENDSHIP TEXACO / Date Closed: 04/19/1994 Date Closed: 06/13/2002 Date Closed: 09/24/2019 Date Closed: 09/27/2011 Facility Status: CLOSED Facility Id: 91-0503WO Facility Id: 01-1385WO Facility Id: 18-0640WO Facility Id: 11-0141WO	10709 GRAYS CORNER R	NE 1/8 - 1/4 (0.164 mi.)	H25	53	
CASUAL DESIGN FURNIT Date Closed: 08/12/2002 Facility Status: CLOSED Facility Id: 02-1123WO	10734 OCEAN GATEWAY	NE 1/4 - 1/2 (0.278 mi.)	28	57	
MAGEE AUTO PARTS Date Closed: 08/28/2001 Facility Status: CLOSED Facility Id: 01-1168WO	10311 OLD OCEAN CITY	W 1/4 - 1/2 (0.378 mi.)	30	58	
BRENDA JARMON RESIDE Date Closed: 10/13/2021 Facility Status: CLOSED Facility Id: 15-0402WO	10522 GRIFFIN RD	N 1/4 - 1/2 (0.413 mi.)	31	58	
FLEET TRANSIT SPILL Date Closed: 03/07/2005 Facility Status: CLOSED Facility Id: 04-1944WO	10313 OLD OCEAN CITY	W 1/4 - 1/2 (0.442 mi.)	I32	58	
KCH INC / NATIONS BA Date Closed: 05/23/1997 Facility Status: CLOSED Facility Id: 93-0484WO	10805 GRAYS CORNER R	NE 1/4 - 1/2 (0.443 mi.)	34	59	
MCALLISTER SAND & GR Date Closed: 10/21/1992 Facility Status: CLOSED Facility Id: 92-2549WO	10823 OCEAN GATEWAY	NE 1/4 - 1/2 (0.467 mi.)	35	59	

EXECUTIVE SUMMARY

Lists of state and tribal registered storage tanks

MD UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of the Environment's Listing of Underground Storage Tanks Reported in Maryland.

A review of the MD UST list, as provided by EDR, and dated 02/23/2022 has revealed that there are 5 MD UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DECATUR, STEPHEN HIG Facility Id: 4596 Tank Status: Permanently Out of Use	9913 SEAHAWK AVENUE	ENE 1/8 - 1/4 (0.156 mi.)	G23	47
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
RONALD J. HOLLAND Facility Id: 12827 Tank Status: Permanently Out of Use	10438 OLD OCEAN CITY	WNW 0 - 1/8 (0.052 mi.)	A2	9
CROPPER OIL CO. Facility Id: 7317 Tank Status: Permanently Out Of Use	10535 OCEAN GATEWAY	N 0 - 1/8 (0.070 mi.)	B13	35
ROYAL FARMS #178 Facility Id: 20720 Tank Status: Currently In Use	10633 OCEAN GATEWAY	NNE 1/8 - 1/4 (0.148 mi.)	F22	45
AMBAY, LLC Facility Id: 9621 Tank Status: Permanently Out Of Use Tank Status: Currently In Use	10709 GRAYS CORNER R	NE 1/8 - 1/4 (0.164 mi.)	H26	54

MD AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the Department of the Environment's Listing of Aboveground Storage Tanks Reported in Maryland.

A review of the MD AST list, as provided by EDR, and dated 01/01/2022 has revealed that there is 1 MD AST site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MARYLAND BIO-DIESEL Facility Id: 2016-OPT-2257	10535 OCEAN GATEWAY	N 0 - 1/8 (0.070 mi.)	B12	29

State and tribal institutional control / engineering control registries

MD ENG CONTROLS: Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

A review of the MD ENG CONTROLS list, as provided by EDR, and dated 11/10/2008 has revealed that there are 2 MD ENG CONTROLS sites within approximately 0.5 miles of the target property.

EXECUTIVE SUMMARY

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CROPPER OIL COMPANY KELLY FOODS CORPORAT	10535 OCEAN GATEWAY 10313 OLD OCEAN CITY	N 0 - 1/8 (0.070 mi.) W 1/4 - 1/2 (0.442 mi.)	B15 I33	39 59

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Landfill / Solid Waste Disposal Sites

ODI: An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

A review of the ODI list, as provided by EDR, and dated 06/30/1985 has revealed that there is 1 ODI site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
BERLIN LANDFILL	SOUTH OF FLOWER STRE	S 1/4 - 1/2 (0.470 mi.)	36	60

Local Lists of Registered Storage Tanks

MD HIST UST: Historical UST Registered Database.

A review of the MD HIST UST list, as provided by EDR, and dated 11/21/1996 has revealed that there are 4 MD HIST UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DECATUR, STEPHEN HIG Facility Id: 3012810 Tank Status: CURRENTL Tank Status: REMOVED	9913 SEAHAWK AVENUE	ENE 1/8 - 1/4 (0.156 mi.)	G23	47

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HOLLAND SERVICE CENT Facility Id: 6013004 Tank Status: REMOVED	10438 OLD OCEAN CITY	WNW 0 - 1/8 (0.052 mi.)	A1	8
CROPPER OIL CO., INC Facility Id: 3012807 Tank Status: CURRENTL Tank Status: REMOVED	10535 OCEAN GTWY	N 0 - 1/8 (0.070 mi.)	B10	22
BARRETT CHEVROLET OL Facility Id: 3013076 Tank Status: REMOVED	10419 OLD OCEAN CITY	W 0 - 1/8 (0.124 mi.)	E19	44

EXECUTIVE SUMMARY

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 02/28/2022 has revealed that there are 2 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MARYLAND BIO-DIESEL EPA ID:: MDR000516138	10535 OCEAN GATEWAY	N 0 - 1/8 (0.070 mi.)	B11	24
EASTERN SHORE AUTO EPA ID:: MDR000013680	10445 OLD OCEAN CITY	WNW 0 - 1/8 (0.112 mi.)	D18	40

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 12/01/2021 has revealed that there is 1 FUDS site within approximately 1 mile of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CAMP DECATUR		N 0 - 1/8 (0.095 mi.)	16	39

MD LRP: A listing of Land Restoration Program sites. Site types included in the database are: Voluntary Cleanup Program, National Priority List, Brownfields, Site Assessment, Formerly Used Defense Site, State Master List, Non Master List, Groundwater Investigation and Federal Facility.

A review of the MD LRP list, as provided by EDR, and dated 01/19/2022 has revealed that there is 1 MD LRP site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
BERLIN LANDFILL	FLOWER STREET AND SE	ESE 1/8 - 1/4 (0.196 mi.)	27	56

PA MANIFEST: Hazardous waste manifest information.

A review of the PA MANIFEST list, as provided by EDR, and dated 06/30/2018 has revealed that there is 1 PA MANIFEST site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FAMILY DOLLAR 2097 Generator EPA Id: MDR000526812	10452 OLD OCEAN CITY	NW 0 - 1/8 (0.065 mi.)	C6	16

EXECUTIVE SUMMARY

MD MANIFEST: Hazardous waste manifest information for the state of Maryland. Maryland regulations require the generator to submit a copy of the manifest to the Maryland Department of the Environment.

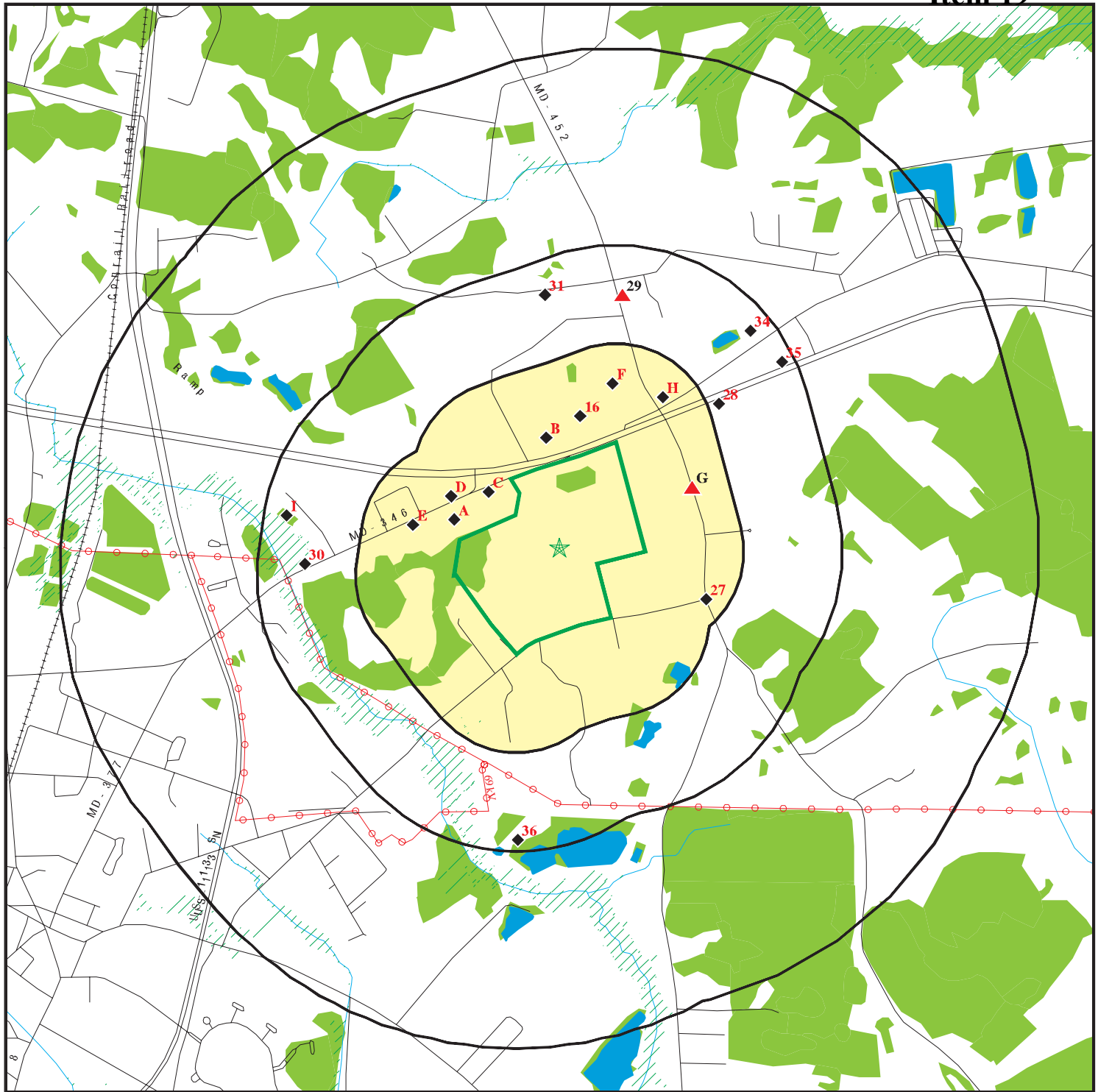
A review of the MD MANIFEST list, as provided by EDR, and dated 06/30/2018 has revealed that there are 2 MD MANIFEST sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TSC # 1819 - DAMAGED	10452 OLD OCEAN CITY	NW 0 - 1/8 (0.065 mi.)	C5	15
FAMILY DOLLAR STORE	10452 OLD OCEAN CITY	NW 0 - 1/8 (0.065 mi.)	C7	18

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 17 records.

<u>Site Name</u>	<u>Database(s)</u>
BERLIN	MD SWF/LF
DELMARVA OIL-ROSSWELLS	MD OCPCASES
PINE PLAZA SHOPPING CENTER	MD OCPCASES
CENTEX HOMES/RIDDLE FARM	MD OCPCASES
DELMARVA POWER	MD OCPCASES
SHANE WOOTEN	MD OCPCASES
UNCLE WILLIE'S	MD OCPCASES
CARL BLIZZARD	MD OCPCASES
CROPPER & BRITTINGHAM	MD OCPCASES, MD UST, MD Financial Assurance
7-ELEVEN #41268	MD OCPCASES
DAVID WILLIAMS RESIDENCE	MD OCPCASES
UNION STATION	MD OCPCASES
BERLIN PROCESSING PLANT	MD OCPCASES, MD HIST UST
GOOSE CREEK TEXACO	MD OCPCASES
J & B TRUCKING OIL SPILL	MD OCPCASES
CAMBER CO INC	MD OCPCASES
DEPT OF WATER	MD OCPCASES



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

Power transmission lines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

0 1/4 1/2 1 Miles

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Faucette and Harrison Property
 ADDRESS: 9815 Seahawk Road
 Berlin MD 21811
 LAT/LONG: 38.33844 / 75.194861

CLIENT: John D. Hynes & Associates
 CONTACT: EVAN CROSS
 INQUIRY #: 7005939.2s
 DATE: June 03, 2022 3:43 pm

19-67



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Faucette and Harrison Property
 ADDRESS: 9815 Seahawk Road
 Berlin MD 21811
 LAT/LONG: 38.33844 / 75.194861

CLIENT: John D. Hynes & Associates
 CONTACT: EVAN CROSS
 INQUIRY #: 7005939.2s
 DATE: June 03, 2022 3:44 pm

19-68

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Lists of Federal NPL (Superfund) sites</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	1	NR	NR	NR	1
RCRA-VSQG	0.250		2	0	NR	NR	NR	2
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	0.001		0	NR	NR	NR	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
MD SHWS	1.000		0	0	0	0	NR	0
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
MD SWF/LF	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal leaking storage tanks</i>								
INDIAN LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MD OCPCASES	0.500		7	3	7	NR	NR	17
MD HIST LUST	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
MD UST	0.250		2	3	NR	NR	NR	5
MD AST	0.250		1	0	NR	NR	NR	1
INDIAN UST	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
MD ENG CONTROLS	0.500		1	0	1	NR	NR	2
MD INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal voluntary cleanup sites</i>								
MD VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
MD BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
MD SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	1	NR	NR	1
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
MD PFAS	TP		NR	NR	NR	NR	NR	0
<i>Local Lists of Registered Storage Tanks</i>								
MD HIST UST	0.250		3	1	NR	NR	NR	4
<i>Local Land Records</i>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	0.001		0	NR	NR	NR	NR	0
MD SPILLS 90	0.001		0	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA NonGen / NLR	0.250		2	0	NR	NR	NR	2

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FUDS	1.000		1	0	0	0	NR	1
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
MD AIRS	0.001		0	NR	NR	NR	NR	0
MD ASBESTOS	0.001		0	NR	NR	NR	NR	0
MD COAL ASH	0.500		0	0	0	NR	NR	0
MD DRYCLEANERS	0.250		0	0	NR	NR	NR	0
MD Financial Assurance	0.001		0	NR	NR	NR	NR	0
MD LEAD	0.001		0	NR	NR	NR	NR	0
MD LRP	0.500		0	1	0	NR	NR	1
PA MANIFEST	0.250		1	0	NR	NR	NR	1
MD MANIFEST	0.250		2	0	NR	NR	NR	2
MD NPDES	0.001		0	NR	NR	NR	NR	0
MD UIC	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
---------	-------	--	---	---	---	---	----	---

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<u>EDR RECOVERED GOVERNMENT ARCHIVES</u>								
<i>Exclusive Recovered Govt. Archives</i>								
MD RGA HWS	0.001		0	NR	NR	NR	NR	0
MD RGA LF	0.001		0	NR	NR	NR	NR	0
MD RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	22	9	9	0	0	40

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A1
WNW
< 1/8
0.052 mi.
277 ft.

HOLLAND SERVICE CENTER, INC.
10438 OLD OCEAN CITY BLVD
BERLIN, MD 21811

Site 1 of 2 in cluster A

MD OCPCASES
MD HIST UST
MD LEAD

S104640472
N/A

Relative:
Lower

OCPCASES:

Actual:
27 ft.

Name: HOLLINS GOODYEAR
Address: 10438 OLD OCEAN CITY BLVD
City,State,Zip: BERLIN, MD 21811
Facility ID: 93-2044WO
Facility Status/Code: CLOSED/
Date Open: 08/21/1992
Date Closed: 10/22/1992
Release: Not reported
Cleanup: Not reported
Registration Number: 12827

Name: HOLLAND'S SERVICE CENTER
Address: 10438 OLD OCEAN CITY BLVD
City,State,Zip: BERLIN, MD 21811
Facility ID: 95-1671WO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 01/19/1995
Date Closed: 05/13/1997
Release: YES
Cleanup: Not reported
Registration Number: 12827

Historical UST:

Facility ID: 6013004
Tank ID: 001
Age: 25
Capacity: 550
Tank Status: Removed
Product: Gasoline

Facility ID: 6013004
Tank ID: 002
Age: 25
Capacity: 275
Tank Status: Removed
Product: Used Oil

MD LEAD:

Name: Not reported
Address: 10438 OLD OCEAN CITY RD
City,State,Zip: BERLIN, MD 21811
Facility ID: 2403006005
Cert Number: 295828
Unit ID: SINGLE
Inspection Date: 03/31/2006
Limit Date: Not reported
Invalid: F
Company No: 8097
Company Name: Betty W. Humphreys
ReInspection Date: / /
Option: BERLIN, MD 21811

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HOLLAND SERVICE CENTER, INC. (Continued)**S104640472**

Inspection Category: Full Risk Reduction Standard Dust Inspection
Pass/Fail: P
Inspector Number: 5385
Inspector Name: Humphreys Betty W
Property Number: 2403006005

A2
WNW
< 1/8
0.052 mi.
277 ft.

RONALD J. HOLLAND
10438 OLD OCEAN CITY BLVD.
BERLIN, MD 21811

MD UST
MD Financial Assurance

U003800723
N/A

Site 2 of 2 in cluster A

Relative:
Lower

UST:

Actual:
27 ft.

Facility Id: 12827
Oper Name: Ronald J. Holland
Form Name: Ronald J. Holland
Form Title: Owner
Form Date: 01/23/1995
Owner Id: 8058

Owner:
Owner Name: Ronald J. Holland
Owner Address: 10438 Old Ocean City Blvd.
Owner City: Berlin
Owner State: MD
Owner Zip: 21811
Owner Phone: (410) 641-1344
Owner Contact: Ronald J. Holland

Tanks:

Tank ID: 1
Tank Status: Permanently Out of Use
Tank Capacity: 4000
Substance Description: Used Oil
Tank Compartment: False
Compartment Compartment: A
Date Installed: 01/01/1971
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 2
Tank Status: Permanently Out of Use
Tank Capacity: 4000
Substance Description: Gasoline
Tank Compartment: False
Compartment Compartment: A
Date Installed: 01/01/1971
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

MD Financial Assurance 2:

Name: RONALD J. HOLLAND
Address: 10438 OLD OCEAN CITY BLVD.
City, State, Zip: BERLIN, MD 21811
Region: 2
Facility ID: 12827

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

RONALD J. HOLLAND (Continued)

U003800723

Self Insured: False
Insurance: False
Risk Retention Group: False
Guarantee: False
Surety Bonds: False
Letter of Credit: False
State Fund: False
Other Finance: False
Finacnce Comments: Not reported
FR Not Listed: False

B3
North
< 1/8
0.058 mi.
304 ft.

EASTERN AIR CONTROL INC
10543 OCEAN GATEWAY
BERLIN, MD 21811

MD OCPCASES **S116600235**
N/A

Site 1 of 8 in cluster B

Relative:
Lower
Actual:
27 ft.

OCPCASES:
Name: EASTERN AIR CONTROL INC
Address: 10543 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 92-0518WO
Facility Status/Code: CLOSED/Compliance Inspections (C3, 4, 4A, 5, 9, 10, 11)
Date Open: 08/29/1991
Date Closed: 08/06/1997
Release: NO
Cleanup: Not reported
Registration Number: Not reported

C4
NW
< 1/8
0.065 mi.
341 ft.

TRACTOR SUPPLY COMPANY 1819
10452 OLD OCEAN CITY BLVD
BERLIN, MD 21811

RCRA-VSQG **1023677581**
MDR000527264

Site 1 of 5 in cluster C

Relative:
Lower
Actual:
25 ft.

RCRA-VSQG:
Date Form Received by Agency: 20211204
Handler Name: TRACTOR SUPPLY COMPANY 1819
Handler Address: 10452 OLD OCEAN CITY BLVD
Handler City,State,Zip: BERLIN, MD 21811
EPA ID: MDR000527264
Contact Name: PAT PERRY WERNEIWSKI
Contact Address: 5401 VIRGINIA WAY
Contact City,State,Zip: BRENTWOOD, TN 37027
Contact Telephone: 615-440-4682
Contact Fax: Not reported
Contact Email: HAZMAT@TRACTORSUPPLY.COM
Contact Title: MANAGER, CORPORATE ENVIRONMENTAL COMPLIANCE
EPA Region: 03
Land Type: Private
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

TRACTOR SUPPLY COMPANY 1819 (Continued)

1023677581

State District:	Not reported
Mailing Address:	5401 VIRGINIA WAY
Mailing City, State, Zip:	BRENTWOOD, TN 37027
Owner Name:	MIMI B LIMITED PARTNERSHIP
Owner Type:	Private
Operator Name:	TRACTOR SUPPLY COMPANY
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20211217
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

TRACTOR SUPPLY COMPANY 1819 (Continued)

1023677581

Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D002
Waste Description:	CORROSIVE WASTE
Waste Code:	D004
Waste Description:	ARSENIC
Waste Code:	D005
Waste Description:	BARIUM
Waste Code:	D006
Waste Description:	CADMIUM
Waste Code:	D007
Waste Description:	CHROMIUM
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D009
Waste Description:	MERCURY
Waste Code:	D010
Waste Description:	SELENIUM
Waste Code:	D011
Waste Description:	SILVER
Waste Code:	D014
Waste Description:	METHOXYCHLOR (1,1,1-TRICHLORO-2,2-BIS [P-METHOXYPHENYL] ETHANE)
Waste Code:	D016
Waste Description:	2,4-D (2,4-DICHLOROPHENOXYACETIC ACID)
Waste Code:	D018
Waste Description:	BENZENE
Waste Code:	D026
Waste Description:	CRESOL
Waste Code:	D035
Waste Description:	METHYL ETHYL KETONE
Waste Code:	U002
Waste Description:	2-PROPANONE (I) (OR) ACETONE (I)
Waste Code:	U080

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

TRACTOR SUPPLY COMPANY 1819 (Continued)

1023677581

Waste Description:	METHANE, DICHLORO- (OR) METHYLENE CHLORIDE
Waste Code:	U154
Waste Description:	METHANOL (I) (OR) METHYL ALCOHOL (I)
Waste Code:	U240
Waste Description:	2,4-D, SALTS & ESTERS (OR) ACETIC ACID, (2,4-DICHLOROPHENOXY)-, SALTS & ESTERS (OR) DICHLOROPHENOXYACETIC ACID 2,4-D
Waste Code:	U244
Waste Description:	THIOPEROXYDICARBONIC DIAMIDE [(H2N)C(S)]2S2, TETRAMETHYL- (OR) THIRAM
Waste Code:	U247
Waste Description:	BENZENE, 1,1'-(2,2,2-TRICHLOROETHYLIDENE)BIS[4-METHOXY- (OR) METHOXYCHLOR
Waste Code:	U248
Waste Description:	2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYL-BUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS OF 0.3% OR LESS (OR) WARFARIN, & SALTS, WHEN PRESENT AT CONCENTRATIONS OF 0.3% OR LESS
Waste Code:	U279
Waste Description:	U279
Waste Code:	U411
Waste Description:	U411

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	TRACTOR SUPPLY COMPANY
Legal Status:	Private
Date Became Current:	20140822
Date Ended Current:	Not reported
Owner/Operator Address:	5401 VIRGINIA WAY
Owner/Operator City,State,Zip:	BRENTWOOD, TN 37027
Owner/Operator Telephone:	615-440-4682
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	HAZMAT@TRACTORSUPPLY.COM

Owner/Operator Indicator:	Operator
Owner/Operator Name:	TRACTOR SUPPLY COMPANY
Legal Status:	Private
Date Became Current:	20140822
Date Ended Current:	Not reported
Owner/Operator Address:	5401 VIRGINIA WAY
Owner/Operator City,State,Zip:	BRENTWOOD, TN 37027
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	MIMI B LIMITED PARTNERSHIP
Legal Status:	Private
Date Became Current:	20140322
Date Ended Current:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

TRACTOR SUPPLY COMPANY 1819 (Continued)

1023677581

Owner/Operator Address: 5050 BELMONT AVE
Owner/Operator City,State,Zip: YOUNGSTOWN, OH 44505
Owner/Operator Telephone: 330-759-4000
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: BTAMARKIN@REDSTONEINVESTMENTS.COM

Owner/Operator Indicator: Owner
Owner/Operator Name: MIMI B LIMITED PARTNERSHIP
Legal Status: Private
Date Became Current: 20140322
Date Ended Current: Not reported
Owner/Operator Address: 5050 BELMONT AVE
Owner/Operator City,State,Zip: YOUNGSTOWN, OH 44505
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20170309
Handler Name: TRACTOR SUPPLY COMPANY 1819
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20211204
Handler Name: TRACTOR SUPPLY COMPANY 1819
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:

NAICS Code: 452319
NAICS Description: ALL OTHER GENERAL MERCHANDISE STORES

NAICS Code: 452990
NAICS Description: ALL OTHER GENERAL MERCHANDISE STORES

Facility Has Received Notices of Violations:

Violations: No Violations Found

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

TRACTOR SUPPLY COMPANY 1819 (Continued)

1023677581

Evaluation Action Summary:

Evaluations:

No Evaluations Found

C5
NW
< 1/8
0.065 mi.
341 ft.

TSC # 1819 - DAMAGED PRODUCT PROGRAM
10452 OLD OCEAN CITY BLVD UNIT 2
BERLIN, MD 21811

MD MANIFEST

S121872696
N/A

Site 2 of 5 in cluster C

Relative:
Lower

Actual:
25 ft.

MANIFEST:

EPAID: MDR000527264
Name: TSC # 1819 - DAMAGED PRODUCT PROGRAM
Address: 10452 OLD OCEAN CITY BLVD UNIT 2
City,State,Zip: BERLIN, MD 21811
Manifest Number: 011851444FLE
Transporter 1: CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
Transporter 2: MAUMEE EXPRESS INC
Generator Certifier: ANDREW UPMAN
Date Shipped Out: 04/30/2018
Destination Facility Certifier: GINA CHAMBERS
Date Arrived at Destination Facility: 05/25/2018
Quantity: 15
Unit: Pounds

EPAID: MDR000527264
Name: TSC # 1819 - DAMAGED PRODUCT PROGRAM
Address: 10452 OLD OCEAN CITY BLVD UNIT 2
City,State,Zip: BERLIN, MD 21811
Manifest Number: 010572273FLE
Transporter 1: CLEAN HARBORS ENVIRONMENTAL SERVICE INC
Transporter 2: Not reported
Generator Certifier: ON BEHALF TSC COREY QUEEN
Date Shipped Out: 06/01/2017
Destination Facility Certifier: DONNA DANIEL
Date Arrived at Destination Facility: 06/03/2017
Quantity: 34
Unit: Pounds

EPAID: MDR000527264
Name: TSC # 1819 - DAMAGED PRODUCT PROGRAM
Address: 10452 OLD OCEAN CITY BLVD UNIT 2
City,State,Zip: BERLIN, MD 21811
Manifest Number: 011270684FLE
Transporter 1: CLEAN HARBORS ENVIRONMENTAL SERVICES INC
Transporter 2: MAUMEE EXPRESS INC
Generator Certifier: JORDAN JOSPEH ON BEHALF OF TSC
Date Shipped Out: 11/14/2017
Destination Facility Certifier: GINA CHAMBERS
Date Arrived at Destination Facility: 11/27/2017
Quantity: 16
Unit: Pounds

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

C6
NW
< 1/8
0.065 mi.
341 ft.

FAMILY DOLLAR 2097
10452 OLD OCEAN CITY BLVD
BERLIN, MD 21811

Site 3 of 5 in cluster C

PA MANIFEST **S118889895**
N/A

Relative:
Lower

Manifest Details:

Actual:
25 ft.

Year: 2016
Manifest Number: 008499369FLE
Manifest Type: TSD Copy
Generator EPA Id: MDR000526812
Generator Date: 09/28/2016
Mailing Address: Not reported
Mailing City,St,Zip: Not reported
Contact Name: Not reported
Contact Phone: 704-708-1909
TSD EPA Id: Not reported
TSD Date: Not reported
TSD Facility Name: Republic Environmental Systems (Pennsylvania) LLC
TSD Facility Address: 2869 Sandstone Dr
TSD Facility City: Hatfield
TSD Facility State: PA
Facility Telephone: Not reported
Page Number: 1
Line Number: 1
Waste Number: D001
Container Number: 1
Container Type: Burlap, cloth, paper or plastic bags
Waste Quantity: 12
Unit: Pounds
Handling Code: Not reported
TSP EPA Id: PAD085690592
Date TSP Sig: Not reported

Year: 2016
Manifest Number: 008500228FLE
Manifest Type: TSD Copy
Generator EPA Id: MDR000526812
Generator Date: 04/06/2016
Mailing Address: Not reported
Mailing City,St,Zip: Not reported
Contact Name: Not reported
Contact Phone: 704-708-1909
TSD EPA Id: Not reported
TSD Date: Not reported
TSD Facility Name: Republic Environmental Systems (Pennsylvania) LLC
TSD Facility Address: 2869 Sandstone Dr
TSD Facility City: Hatfield
TSD Facility State: PA
Facility Telephone: Not reported
Page Number: 1
Line Number: 1
Waste Number: D001
Container Number: 1
Container Type: Burlap, cloth, paper or plastic bags
Waste Quantity: 3
Unit: Pounds
Handling Code: Not reported
TSP EPA Id: PAD085690592

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FAMILY DOLLAR 2097 (Continued)

S118889895

Date TSP Sig:	Not reported
Year:	2015
Manifest Number:	001074642PSC
Manifest Type:	TSD Copy
Generator EPA Id:	MDR000526812
Generator Date:	07/28/2015
Mailing Address:	Not reported
Mailing City,St,Zip:	Not reported
Contact Name:	Not reported
Contact Phone:	704-708-1909
TSD EPA Id:	Not reported
TSD Date:	Not reported
TSD Facility Name:	Republic Environmental Systems (Pennsylvania) LLC
TSD Facility Address:	2869 Sandstone Dr
TSD Facility City:	Hatfield
TSD Facility State:	PA
Facility Telephone:	Not reported
Page Number:	1
Line Number:	1
Waste Number:	D001
Container Number:	1
Container Type:	Fiberboard or plastic drums, barrels, kegs
Waste Quantity:	14
Unit:	Pounds
Handling Code:	Not reported
TSP EPA Id:	PAD085690592
Date TSP Sig:	Not reported
Year:	2015
Manifest Number:	001074642PSC
Manifest Type:	TSD Copy
Generator EPA Id:	MDR000526812
Generator Date:	07/28/2015
Mailing Address:	Not reported
Mailing City,St,Zip:	Not reported
Contact Name:	Not reported
Contact Phone:	704-708-1909
TSD EPA Id:	Not reported
TSD Date:	Not reported
TSD Facility Name:	Republic Environmental Systems (Pennsylvania) LLC
TSD Facility Address:	2869 Sandstone Dr
TSD Facility City:	Hatfield
TSD Facility State:	PA
Facility Telephone:	Not reported
Page Number:	1
Line Number:	2
Waste Number:	D009
Container Number:	1
Container Type:	Fiberboard or plastic drums, barrels, kegs
Waste Quantity:	4
Unit:	Pounds
Handling Code:	Not reported
TSP EPA Id:	PAD085690592
Date TSP Sig:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

C7
NW
< 1/8
0.065 mi.
341 ft.
FAMILY DOLLAR STORE #2097
10452 OLD OCEAN CITY BLVD #4
BERLIN, MD 21811
Site 4 of 5 in cluster C

MD MANIFEST **S121872396**
N/A

Relative:
Lower

MANIFEST:

Actual:
25 ft.

EPAID: MDR000526812
Name: FAMILY DOLLAR STORE #2097
Address: 10452 OLD OCEAN CITY BLVD #4
City,State,Zip: BERLIN, MD 21811
Manifest Number: 008499369FLE
Transporter 1: REPUBLIC ENV SYS (TRANS GROUP) LLC
Transporter 2: Not reported
Generator Certifier: CRYSTAL HILL
Date Shipped Out: 09/28/2016
Destination Facility Certifier: JEAN SAALMAN
Date Arrived at Destination Facility: 10/06/2016
Quantity: 12
Unit: Pounds

EPAID: MDR000526812
Name: FAMILY DOLLAR STORE #2097
Address: 10452 OLD OCEAN CITY BLVD #4
City,State,Zip: BERLIN, MD 21811
Manifest Number: 008500228FLE
Transporter 1: STERICYCLE SPECIALTY WASTE SOLUTIONS, INC.
Transporter 2: REPUBLIC ENV. SYS (TRANS GROUP) LLC
Generator Certifier: CRYSTAL MILLS
Date Shipped Out: 04/06/2016
Destination Facility Certifier: JEAN SAALMAN
Date Arrived at Destination Facility: 04/18/2016
Quantity: 3
Unit: Pounds

EPAID: MDR000526812
Name: FAMILY DOLLAR STORE #2097
Address: 10452 OLD OCEAN CITY BLVD #4
City,State,Zip: BERLIN, MD 21811
Manifest Number: 001074642PSC
Transporter 1: REPUBLIC ENVIRONMENTAL SYSTEMS (TRANS GROUP) LLC
Transporter 2: Not reported
Generator Certifier: SCHANELE LANKFORD
Date Shipped Out: 07/28/2015
Destination Facility Certifier: MAL VIVAUNKRO
Date Arrived at Destination Facility: 07/31/2015
Quantity: 18
Unit: POUNDS

C8
NW
< 1/8
0.065 mi.
341 ft.
FAMILY DOLLAR #2097
10452 OLD OCEAN CITY BLVD, #4
BERLIN, MD 21811
Site 5 of 5 in cluster C

RCRA-VSQQ **1017786900**
FINDS **MDR000526812**
ECHO

Relative:
Lower

RCRA-VSQQ:

Actual:
25 ft.

Date Form Received by Agency: 20150313
Handler Name: FAMILY DOLLAR #2097
Handler Address: 10452 OLD OCEAN CITY BLVD, #4
Handler City,State,Zip: BERLIN, MD 21811

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FAMILY DOLLAR #2097 (Continued)

1017786900

EPA ID:	MDR000526812
Contact Name:	KEVIN STRAIGHT
Contact Address:	PO BOX 1017
Contact City,State,Zip:	CHARLOTTE, NC 28201
Contact Telephone:	704-708-1909
Contact Fax:	Not reported
Contact Email:	KSTRAIGHT@FAMILYDOLLAR.COM
Contact Title:	PROGRAM MANAGER
EPA Region:	03
Land Type:	Private
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	Not reported
State District:	Not reported
Mailing Address:	PO BOX 1017
Mailing City,State,Zip:	CHARLOTTE, NC 28201
Owner Name:	MIMI B LIMITED PARTNERSHIP
Owner Type:	Private
Operator Name:	FAMILY DOLLAR STORES
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FAMILY DOLLAR #2097 (Continued)

1017786900

TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150415
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D002
Waste Description:	CORROSIVE WASTE
Waste Code:	D004
Waste Description:	ARSENIC
Waste Code:	D005
Waste Description:	BARIUM
Waste Code:	D007
Waste Description:	CHROMIUM
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D009
Waste Description:	MERCURY
Waste Code:	D010
Waste Description:	SELENIUM
Waste Code:	D011
Waste Description:	SILVER
Waste Code:	D016
Waste Description:	2,4-D (2,4-DICHLOROPHENOXYACETIC ACID)
Waste Code:	D024
Waste Description:	M-CRESOL

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FAMILY DOLLAR #2097 (Continued)**1017786900**

Waste Code: D035
Waste Description: METHYL ETHYL KETONE

Waste Code: U002
Waste Description: 2-PROPANONE (I) (OR) ACETONE (I)

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: MIMI B LIMITED PARTNERSHIP
Legal Status: Private
Date Became Current: 20120701
Date Ended Current: Not reported
Owner/Operator Address: 5050 BELMONT AVE
Owner/Operator City,State,Zip: YOUNGSTOWN, OH 44505
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: FAMILY DOLLAR STORES
Legal Status: Private
Date Became Current: 19920729
Date Ended Current: Not reported
Owner/Operator Address: PO BOX 1017
Owner/Operator City,State,Zip: CHARLOTTE, NC 28201
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20150313
Handler Name: FAMILY DOLLAR #2097
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 452990
NAICS Description: ALL OTHER GENERAL MERCHANDISE STORES

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FAMILY DOLLAR #2097 (Continued)**1017786900**

FINDS:

Registry ID: 110064009264

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1017786900
Registry ID: 110064009264
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110064009264>
Name: FAMILY DOLLAR #2097
Address: 10452 OLD OCEAN CITY BLVD, #4
City,State,Zip: BERLIN, MD 21811

B9
North
< 1/8
0.070 mi.
370 ft.

PRESTON FOSKEY, DRIVER, CROPPER OIL CO
10535 OCEAN GATEWAY
BERLIN, MD 21811

MD OCPCASES **S113770164**
N/A

Site 2 of 8 in cluster B

Relative:
Lower

OCPCASES:

Name: PRESTON FOSKEY, DRIVER, CROPPER OIL CO
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 99-2784WO
Facility Status/Code: CLOSED/Tank Truck Driver Attendance - Motor /Lube Oil
Date Open: 05/18/1999
Date Closed: 11/13/2000
Release: NO
Cleanup: NO
Registration Number: 7317

Actual:
26 ft.

B10
North
< 1/8
0.070 mi.
370 ft.

CROPPER OIL CO., INC.
10535 OCEAN GTWY
BERLIN, MD 21811

MD HIST UST **S104634458**
N/A

Site 3 of 8 in cluster B

Relative:
Lower

Historical UST:

Facility ID: 3012807
Tank ID: 001
Age: 4
Capacity: 4,000
Tank Status: Currently in use
Product: Diesel

Actual:
26 ft.

Facility ID: 3012807

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CROPPER OIL CO., INC. (Continued)**S104634458**

Tank ID: 002
Age: 4
Capacity: 8,000
Tank Status: Currently in use
Product: Gasoline

Facility ID: 3012807
Tank ID: 003
Age: 4
Capacity: 8,000
Tank Status: Currently in use
Product: Gasoline

Facility ID: 3012807
Tank ID: 004
Age: 4
Capacity: 8,000
Tank Status: Currently in use
Product: Gasoline

Facility ID: 3012807
Tank ID: 005
Age: Not reported
Capacity: 12,000
Tank Status: Removed
Product: Kerosene

Facility ID: 3012807
Tank ID: 006
Age: Not reported
Capacity: 12,000
Tank Status: Removed
Product: Diesel

Facility ID: 3012807
Tank ID: 007
Age: Not reported
Capacity: 12,000
Tank Status: Removed
Product: Diesel

Facility ID: 3012807
Tank ID: 008
Age: Not reported
Capacity: 4,000
Tank Status: Removed
Product: Gasoline

Facility ID: 3012807
Tank ID: 009
Age: Not reported
Capacity: 4,000
Tank Status: Removed
Product: Gasoline

Facility ID: 3012807
Tank ID: 010

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CROPPER OIL CO., INC. (Continued)**S104634458**

Age: Not reported
Capacity: 4,000
Tank Status: Removed
Product: Gasoline

Facility ID: 3012807
Tank ID: 011
Age: Not reported
Capacity: 1,000
Tank Status: Removed
Product: Diesel

Facility ID: 3012807
Tank ID: 012
Age: Not reported
Capacity: 1,000
Tank Status: Removed
Product: Kerosene

Facility ID: 3012807
Tank ID: 013
Age: Not reported
Capacity: 550
Tank Status: Removed
Product: Used Oil

Facility ID: 3012807
Tank ID: 014
Age: Not reported
Capacity: 550
Tank Status: Removed
Product: Heating Oil

B11
North
< 1/8
0.070 mi.
370 ft.

MARYLAND BIO-DIESEL
10535 OCEAN GATEWAY
BERLIN, MD 21811

RCRA NonGen / NLR **1014472344**
US AIRS **MDR000516138**

Site 4 of 8 in cluster B

Relative:
Lower

RCRA NonGen / NLR:
Date Form Received by Agency:

Actual:
26 ft.

Handler Name: MARYLAND BIO-DIESEL
Handler Address:
Handler City,State,Zip:
EPA ID:
Contact Name:
Contact Address:
Contact City,State,Zip:
Contact Telephone:
Contact Fax:
Contact Email:
Contact Title:
EPA Region:
Land Type:
Federal Waste Generator Description:
Non-Notifier:
Biennial Report Cycle:
Accessibility:

20111109
10535 OCEAN GATEWAY
BERLIN, MD 21811
MDR000516138
JAMES E WARREN
P.O. BOX 905
BERLIN, MD 21811
410-641-3383
Not reported
JWARREN@COPPEROIL.COM
PRESIDENT
03
Private
Not a generator, verified
Not reported
Not reported
Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

1014472344

Active Site Indicator:	Not reported
State District Owner:	Not reported
State District:	Not reported
Mailing Address:	P.O. BOX 905
Mailing City,State,Zip:	BERLIN, MD 21811
Owner Name:	JAMES E WARREN
Owner Type:	Private
Operator Name:	JAMES E WARREN
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDs Where RCRA CA has Been Imposed Universe:	No
TSDs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSD Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20120206

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

1014472344

Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	JAMES E WARREN
Legal Status:	Private
Date Became Current:	19950101
Date Ended Current:	Not reported
Owner/Operator Address:	P.O. BOX 905
Owner/Operator City,State,Zip:	BERLIN, MD 21811
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	JAMES E WARREN
Legal Status:	Private
Date Became Current:	19950101
Date Ended Current:	Not reported
Owner/Operator Address:	P.O. BOX 905
Owner/Operator City,State,Zip:	BERLIN, MD 21811
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	JAMES E WARREN
Legal Status:	Private
Date Became Current:	19950101
Date Ended Current:	Not reported
Owner/Operator Address:	P.O. BOX 905
Owner/Operator City,State,Zip:	BERLIN, MD 21811
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	JAMES E WARREN
Legal Status:	Private
Date Became Current:	19950101
Date Ended Current:	Not reported
Owner/Operator Address:	P.O. BOX 905

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)**1014472344**

Owner/Operator City,State,Zip:	BERLIN, MD 21811
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20111109
Handler Name:	MARYLAND BIO-DIESEL
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060901
Handler Name:	MARYLAND BIO-DIESEL
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Code:	42372
NAICS Description:	PLUMBING AND HEATING EQUIPMENT AND SUPPLIES (HYDRONICS) MERCHANT WHOLESALERS

Facility Has Received Notices of Violation:

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

1014472344

Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Evaluation Action Summary:

Evaluation Date:	20111109
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	MDRV
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

US AIRS MINOR:

Envid:	1014472344
Region Code:	03
Programmatic ID:	AIR MD0000002404700226
Facility Registry ID:	110006628596
D and B Number:	Not reported
Primary SIC Code:	5171
NAICS Code:	424710
Default Air Classification Code:	MIN
Facility Type of Ownership Code:	POF
Air CMS Category Code:	Not reported
HPV Status:	Not reported

US AIRS MINOR:

Region Code:	03
Programmatic ID:	AIR MD0000002404700226
Facility Registry ID:	110006628596
Air Operating Status Code:	OPR
Default Air Classification Code:	MIN
Air Program:	MACT Standards (40 CFR Part 63)
Activity Date:	2011-06-28 00:00:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

1014472344

Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Region Code: 03
Programmatic ID: AIR MD0000002404700226
Facility Registry ID: 110006628596
Air Operating Status Code: OPR
Default Air Classification Code: MIN
Air Program: MACT Standards (40 CFR Part 63)
Activity Date: 2011-07-25 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Region Code: 03
Programmatic ID: AIR MD0000002404700226
Facility Registry ID: 110006628596
Air Operating Status Code: OPR
Default Air Classification Code: MIN
Air Program: State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards
Activity Date: 2011-06-28 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Region Code: 03
Programmatic ID: AIR MD0000002404700226
Facility Registry ID: 110006628596
Air Operating Status Code: OPR
Default Air Classification Code: MIN
Air Program: State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards
Activity Date: 2011-07-25 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

B12
North
< 1/8
0.070 mi.
370 ft.

MARYLAND BIO-DIESEL
10535 OCEAN GATEWAY
BERLIN, MD 21811

MD AST A100356124
N/A

Site 5 of 8 in cluster B

Relative:
Lower

AST:

Actual:
26 ft.

Facility Id: 2016-OPT-2257
Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Bill Name: Maryland Bio-Diesel
Bill Addr: PO Box 905
Bill Addr2: Not reported
Bill City/State/Zip: Berlin, MD 21811
Bill Phone: 410-641-3383

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

A100356124

Owner: Not reported
Owner Address: Not reported
Owner City State Zip: Not reported

Tanks:

Tank ID: 1
Capacity: 30000
Product: HEATING OIL - #2
AI ID: 31465
Permit Type: Oil Operations
Product Description: HEATING OIL - #2
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 1
Capacity: 30000
Product: HEATING OIL - #2
AI ID: 31465
Permit Type: Oil Operations
Product Description: HEATING OIL - #2
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 10
Capacity: 1000
Product: Additives
AI ID: 31465
Permit Type: Oil Operations
Product Description: ADDITIVES
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 10
Capacity: 1000
Product: Additives
AI ID: 31465
Permit Type: Oil Operations
Product Description: ADDITIVES
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 15
Capacity: 1000
Product: HEATING OIL - #2
AI ID: 31465

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

A100356124

Permit Type:	Oil Operations
Product Description:	HEATING OIL - #2
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	15
Capacity:	1000
Product:	HEATING OIL - #2
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	HEATING OIL - #2
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	16
Capacity:	2300
Product:	Gasoline
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	GASOLINE
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	16
Capacity:	2300
Product:	Gasoline
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	GASOLINE
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	17
Capacity:	700
Product:	Biodiesel Fuel
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	BIO-DIESEL
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	17

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

A100356124

Capacity:	700
Product:	Biodiesel Fuel
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	BIO-DIESEL
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	18
Capacity:	275
Product:	HEATING OIL - #2
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	HEATING OIL - #2
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	18
Capacity:	275
Product:	HEATING OIL - #2
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	HEATING OIL - #2
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	2
Capacity:	30000
Product:	Kerosene
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	KEROSENE
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY
City,State,Zip:	BERLIN, MD 21811
Tank ID:	2
Capacity:	30000
Product:	Kerosene
AI ID:	31465
Permit Type:	Oil Operations
Product Description:	KEROSENE
Owner Phone:	Not reported
Name:	MARYLAND BIO-DIESEL
Address:	10535 OCEAN GATEWAY

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

A100356124

City,State,Zip: BERLIN, MD 21811

Tank ID: 3
Capacity: 30000
Product: HEATING OIL - #2
AI ID: 31465
Permit Type: Oil Operations
Product Description: HEATING OIL - #2
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 3
Capacity: 30000
Product: HEATING OIL - #2
AI ID: 31465
Permit Type: Oil Operations
Product Description: HEATING OIL - #2
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 4
Capacity: 20000
Product: Diesel Fuel
AI ID: 31465
Permit Type: Oil Operations
Product Description: DIESEL FUEL
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 4
Capacity: 20000
Product: Diesel Fuel
AI ID: 31465
Permit Type: Oil Operations
Product Description: DIESEL FUEL
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 5
Capacity: 20000
Product: Gasoline
AI ID: 31465
Permit Type: Oil Operations
Product Description: GASOLINE
Owner Phone: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

A100356124

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 5
Capacity: 20000
Product: Gasoline
AI ID: 31465
Permit Type: Oil Operations
Product Description: GASOLINE
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 6
Capacity: 20000
Product: Gasoline
AI ID: 31465
Permit Type: Oil Operations
Product Description: GASOLINE
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 6
Capacity: 20000
Product: Gasoline
AI ID: 31465
Permit Type: Oil Operations
Product Description: GASOLINE
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 7
Capacity: 15000
Product: Biodiesel Fuel
AI ID: 31465
Permit Type: Oil Operations
Product Description: BIO-DIESEL
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 7
Capacity: 15000
Product: Biodiesel Fuel
AI ID: 31465
Permit Type: Oil Operations

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARYLAND BIO-DIESEL (Continued)

A100356124

Product Description: BIO-DIESEL
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 8
Capacity: 15000
Product: Biodiesel Fuel
AI ID: 31465
Permit Type: Oil Operations
Product Description: BIO-DIESEL
Owner Phone: Not reported

Name: MARYLAND BIO-DIESEL
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811

Tank ID: 8
Capacity: 15000
Product: Biodiesel Fuel
AI ID: 31465
Permit Type: Oil Operations
Product Description: BIO-DIESEL
Owner Phone: Not reported

B13
North
< 1/8
0.070 mi.
370 ft.

CROPPER OIL CO.
10535 OCEAN GATEWAY
BERLIN, MD 21811

MD UST **U003737643**
MD Financial Assurance **N/A**

Site 6 of 8 in cluster B

Relative:
Lower

UST:
Facility Id: 7317
Oper Name: Virginia & Brian Warren
Form Name: Danny Scarborough
Form Title: Owner's Rep
Form Date: 12/13/2018
Owner Id: 15275

Owner:
Owner Name: 10535 Ocean Gateway, LLC
Owner Address: 10039 Friendship Rd
Owner City: Berlin
Owner State: MD
Owner Zip: 21811
Owner Phone: (443) 235-4140
Owner Contact: James Warren

Tanks:
Tank ID: 1
Tank Status: Permanently Out Of Use
Tank Capacity: 12000
Substance Description: Kerosene
Tank Compartment: False
Compartment Compartment: A
Date Installed: 04/01/1975

Actual:
26 ft.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CROPPER OIL CO. (Continued)

U003737643

Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 10
Tank Status: Permanently Out Of Use
Tank Capacity: 550
Substance Description: Heating Oil
Tank Compartment: False
Compartment Compartment: A
Date Installed: 04/01/1977
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 11
Tank Status: Permanently Out Of Use
Tank Capacity: 4000
Substance Description: Bio-Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: 12/01/1991
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

Tank ID: 12
Tank Status: Permanently Out Of Use
Tank Capacity: 8000
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: 12/01/1991
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

Tank ID: 13
Tank Status: Permanently Out Of Use
Tank Capacity: 8000
Substance Description: Gasohol
Tank Compartment: False
Compartment Compartment: A
Date Installed: 12/01/1991
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

Tank ID: 14
Tank Status: Permanently Out Of Use
Tank Capacity: 8000
Substance Description: Gasoline
Tank Compartment: False
Compartment Compartment: A
Date Installed: 12/01/1991
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

Tank ID: 2
Tank Status: Permanently Out Of Use
Tank Capacity: 12000
Substance Description: Diesel

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CROPPER OIL CO. (Continued)

U003737643

Tank Compartment: False
Compartment Compartment: A
Date Installed: 04/01/1975
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 3
Tank Status: Permanently Out Of Use
Tank Capacity: 12000
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: 04/01/1975
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 4
Tank Status: Permanently Out Of Use
Tank Capacity: 4000
Substance Description: Gasoline
Tank Compartment: False
Compartment Compartment: A
Date Installed: Not reported
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 5
Tank Status: Permanently Out Of Use
Tank Capacity: 4000
Substance Description: Gasoline
Tank Compartment: False
Compartment Compartment: A
Date Installed: Not reported
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 6
Tank Status: Permanently Out Of Use
Tank Capacity: 4000
Substance Description: Gasoline
Tank Compartment: False
Compartment Compartment: A
Date Installed: Not reported
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 7
Tank Status: Permanently Out Of Use
Tank Capacity: 1000
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: Not reported
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 8

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CROPPER OIL CO. (Continued)**U003737643**

Tank Status: Permanently Out Of Use
Tank Capacity: 1000
Substance Description: Kerosene
Tank Compartment: False
Compartment Compartment: A
Date Installed: Not reported
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 9
Tank Status: Permanently Out Of Use
Tank Capacity: 550
Substance Description: Used Oil
Tank Compartment: False
Compartment Compartment: A
Date Installed: 04/01/1977
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Bare or Galvanized Steel

MD Financial Assurance 2:

Name: CROPPER OIL CO.
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Region: 2
Facility ID: 7317
Self Insured: False
Insurance: True
Risk Retention Group: False
Guarantee: False
Surety Bonds: False
Letter of Credit: False
State Fund: False
Other Finance: False
Finacnce Comments: Policy #: STP-122075 Period of Coverage: 4/30/2018 - 4/30/2019
 Insurer: Crum & Forster Specialty Insurance Company
FR Not Listed: False

B14
North
< 1/8
0.070 mi.
370 ft.

CROPPER OIL CO
10535 OCEAN GATEWAY
BERLIN, MD 21811

MD OCPCASES **S123657720**
N/A

Site 7 of 8 in cluster B

Relative:
Lower

OCPCASES:

Actual:
26 ft.

Name: CROPPER OIL CO
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 19-0345WO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 12/13/2018
Date Closed: 03/01/2019
Release: YES
Cleanup: NO
Registration Number: 7317

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

B15
North
< 1/8
0.070 mi.
370 ft.

CROPPER OIL COMPANY
10535 OCEAN GATEWAY
WORCESTER, MD 21811

MD OCPCASES
MD ENG CONTROLS

S109325745
N/A

Relative:
Lower

OCPCASES:

Actual:
26 ft.

Name: CROPPER OIL CO INC
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 92-1053WO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 10/28/1991
Date Closed: 07/14/1999
Release: YES
Cleanup: YES
Registration Number: 7317

Name: CROPPER OIL CO INC
Address: 10535 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 06-1095WO
Facility Status/Code: CLOSED/Compliance Inspections (C3, 4, 4A, 5, 9, 10, 11)
Date Open: 06/16/2006
Date Closed: 08/13/2006
Release: YES
Cleanup: YES
Registration Number: 7317

ENG CONTROLS:

Material: No Containment

Material: Double Walled

Material: Poured Concrete Wall

16
North
< 1/8
0.095 mi.
499 ft.

CAMP DECATUR
BERLIN, MD

FUDS
1024899485
N/A

Relative:
Lower

FUDS:

Actual:
27 ft.

EPA Region: 3
Installation ID: MD39799F927600
Congressional District Number: 1
Name: CAMP DECATUR
FUDS Number: C03MD1037
City: BERLIN
State: MD
County: WORCESTER
Object ID: 2913
USACE Division: NAD
USACE District: Baltimore District (NAB)
Status: Properties without projects
Current Owner: Not reported
EMS Map Link: <https://fudsportal.usace.army.mil/ems/ems/inventory/map/map?id=54096>
Eligibility: Eligible
Has Projects: No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CAMP DECATUR (Continued)**1024899485**

NPL Status: Not on the NPL
 Property History: The site was used by the Eastern Defense Command. File documents indicate the site was used for harbor defense of the Chesapeake Bay, troop housing, and training, and that the site was a branch camp of Camp Somerset (DERP-FUDS Site No. C03MD0361). However, local historians believe the site was primarily used as a POW camp. Interviews with local residents indicated that the 3.94-acre portion of the site was most likely used to house U.S. soldiers that guarded the POWs. Local historians also indicated that the 83-acre portion of the site was used as a housing, training and work area for the POWs.

Project Required: No
 Feature Description: Not reported
 Latitude: 38.34333333
 Longitude: -75.19388889

D17 **BERLIN SHOPPING CENTER** **MD OCPCASES** **1005903620**
WNW **10445 OLD OCEAN CITY BLVD** **N/A**
< 1/8 **BERLIN, MD 21811**
0.109 mi.
578 ft. **Site 1 of 2 in cluster D**

Relative: OCPCASES:
Lower Name: BERLIN SHOPPING CENTER
 Address: 10445 OLD OCEAN CITY BLVD
 City,State,Zip: BERLIN, MD 21811
 Facility ID: 00-1480WO
 Facility Status/Code: CLOSED/Soil Contamination - Motor/Lube Oil
 Date Open: 03/08/2000
 Date Closed: 05/26/2000
 Release: YES
 Cleanup: NO
 Registration Number: Not reported

D18 **EASTERN SHORE AUTO** **RCRA NonGen / NLR** **1001196545**
WNW **10445 OLD OCEAN CITY HWY #B** **FINDS** **MDR000013680**
< 1/8 **BERLIN, MD 21811** **ECHO**
0.112 mi.
591 ft. **Site 2 of 2 in cluster D**

Relative: RCRA NonGen / NLR:
Lower Date Form Received by Agency: 20210810
 Handler Name: EASTERN SHORE AUTO
 Handler Address: 10445 OLD OCEAN CITY HWY #B
 Handler City,State,Zip: BERLIN, MD 21811
 EPA ID: MDR000013680
 Contact Name: Not reported
 Contact Address: Not reported
 Contact City,State,Zip: Not reported
 Contact Telephone: Not reported
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 03
 Land Type: Private
 Federal Waste Generator Description: Not a generator, verified

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

EASTERN SHORE AUTO (Continued)

1001196545

Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	Not reported
State District:	Not reported
Mailing Address:	Not reported
Mailing City, State, Zip:	Not reported
Owner Name:	Not reported
Owner Type:	Not reported
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSD Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

EASTERN SHORE AUTO (Continued)**1001196545**

Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20210810
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D006
Waste Description:	CADMIUM
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D018
Waste Description:	BENZENE
Waste Code:	D027
Waste Description:	1,4-DICHLOROBENZENE
Waste Code:	D039
Waste Description:	TETRACHLOROETHYLENE
Waste Code:	D040
Waste Description:	TRICHLORETHYLENE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	JOHN RINKUS
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	11217 ST MARTINS PKWY
Owner/Operator City,State,Zip:	BERLIN, MD 21811
Owner/Operator Telephone:	410-641-7215
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20210810
Handler Name:	EASTERN SHORE AUTO
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

EASTERN SHORE AUTO (Continued)**1001196545**

Electronic Manifest Broker: No

Receive Date: 19970418

Handler Name: EASTERN SHORE AUTO

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: No

Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

FINDS:

Registry ID: 110003544923

Click Here:

Environmental Interest/Information System:

MD-RCRA (Maryland - Resource Conservation And Recovery Act Information System) houses state information relating to the Resource Conservation and Recovery Act (RCRA).

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1001196545

Registry ID: 110003544923

DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110003544923>

Name: EASTERN SHORE AUTO

Address: 10445 OLD OCEAN CITY HWY #B

City,State,Zip: BERLIN, MD 21811

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

E19
West
< 1/8
0.124 mi.
654 ft.

BARRETT CHEVROLET OLDS., INC.
10419 OLD OCEAN CITY BLVD
BERLIN, MD 21811

Site 1 of 2 in cluster E

MD HIST UST **1000356670**
N/A

Relative:
Lower

Historical UST:

Actual:
29 ft.

Facility ID: 3013076

Tank ID: 001

Age: 22

Capacity: 1,000

Tank Status: Removed

Product: Gasoline

Facility ID: 3013076

Tank ID: 002

Age: 24

Capacity: 1,000

Tank Status: Removed

Product: Empty

Facility ID: 3013076

Tank ID: 003

Age: 17

Capacity: 1,000

Tank Status: Removed

Product: Used Oil

Facility ID: 3013076

Tank ID: 004

Age: 24

Capacity: 1000

Tank Status: Removed

Product: Heating Oil

Facility ID: 3013076

Tank ID: 005

Age: 20

Capacity: 2000

Tank Status: Removed

Product: Heating Oil

E20
West
< 1/8
0.124 mi.
654 ft.

BARRETT CHEVROLET
10419 OLD OCEAN CITY BLVD
BERLIN, MD 21811

Site 2 of 2 in cluster E

MD OCPCASES **U001551038**
N/A

Relative:
Lower

OCPCASES:

Actual:
29 ft.

Name: BARRETT CHEVROLET

Address: 10419 OLD OCEAN CITY BLVD

City,State,Zip: BERLIN, MD 21811

Facility ID: 92-2213WO

Facility Status/Code: CLOSED/

Date Open: 04/21/1992

Date Closed: 07/20/1992

Release: Not reported

Cleanup: Not reported

Registration Number: 19210

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BARRETT CHEVROLET (Continued)**U001551038**

Name: BARRETT CHEVROLET
Address: 10419 OLD OCEAN CITY BLVD
City,State,Zip: BERLIN, MD 21811
Facility ID: 95-1159WO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 11/09/1994
Date Closed: 11/23/1999
Release: YES
Cleanup: YES
Registration Number: 19210

F21
NNE
1/8-1/4
0.148 mi.
783 ft.

ROYAL FARMS #178
10633 OCEAN GATEWAY (10629 OCEAN GATEWAY)
BERLIN, MD 21811

MD OCPCASES **S119104169**
N/A

Site 1 of 2 in cluster F

Relative:
Lower

OCPCASES:

Actual:
28 ft.

Name: ROYAL FARMS #178
Address: 10633 OCEAN GATEWAY (10629 OCEAN GATEWAY)
City,State,Zip: BERLIN, MD 21811
Facility ID: 16-0722WO
Facility Status/Code: OPEN/New Installation - Motor/Lube Oil
Date Open: 06/21/2016
Date Closed: Not reported
Release: NO
Cleanup: Not reported
Registration Number: 20720

F22
NNE
1/8-1/4
0.148 mi.
783 ft.

ROYAL FARMS #178
10633 OCEAN GATEWAY
BERLIN, MD 21811

MD UST **U004259708**
MD Financial Assurance **N/A**

Site 2 of 2 in cluster F

Relative:
Lower

UST:

Actual:
28 ft.

Facility Id: 20720
Oper Name: Two Farms, Inc. T/A Royal Farms
Form Name: Kevin Pellegrini
Form Title: Fuel Compliance Leader
Form Date: 06/03/2020
Owner Id: 2566

Owner:

Owner Name: Two Farms, Inc. T/A Royal Farms
Owner Address: 3611 Roland Avenue
Owner City: Baltimore
Owner State: MD
Owner Zip: 21211
Owner Phone: (410) 889-0200
Owner Contact: Attn: Fuel-Env Dept

Tanks:

Tank ID: 1
Tank Status: **Currently In Use**
Tank Capacity: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ROYAL FARMS #178 (Continued)

U004259708

Substance Description: Gasohol
Tank Compartment: False
Compartment Compartment: A
Date Installed: 06/01/2016
Tank Material Desc: Fiberglass Reinforced Plastic
Pipe Material Desc: Flexible Plastic

Tank ID: 2
Tank Status: Currently In Use
Tank Capacity: 10000
Substance Description: Gasohol
Tank Compartment: True
Compartment Compartment: A
Date Installed: 06/01/2016
Tank Material Desc: Fiberglass Reinforced Plastic
Pipe Material Desc: Flexible Plastic

Tank ID: 2
Tank Status: Currently In Use
Tank Capacity: 20000
Substance Description: Diesel
Tank Compartment: True
Compartment Compartment: B
Date Installed: 06/01/2016
Tank Material Desc: Fiberglass Reinforced Plastic
Pipe Material Desc: Flexible Plastic

Tank ID: 3
Tank Status: Currently In Use
Tank Capacity: 12000
Substance Description: Gasoline
Tank Compartment: True
Compartment Compartment: A
Date Installed: 06/01/2016
Tank Material Desc: Fiberglass Reinforced Plastic
Pipe Material Desc: Flexible Plastic

Tank ID: 3
Tank Status: Currently In Use
Tank Capacity: 12000
Substance Description: Diesel
Tank Compartment: True
Compartment Compartment: B
Date Installed: 06/01/2016
Tank Material Desc: Fiberglass Reinforced Plastic
Pipe Material Desc: Flexible Plastic

Tank ID: 3
Tank Status: Currently In Use
Tank Capacity: 6000
Substance Description: Other
Tank Compartment: True
Compartment Compartment: C
Date Installed: 06/01/2016
Tank Material Desc: Fiberglass Reinforced Plastic
Pipe Material Desc: Flexible Plastic

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ROYAL FARMS #178 (Continued)

U004259708

MD Financial Assurance 2:

Name: ROYAL FARMS #178
Address: 10633 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Region: 2
Facility ID: 20720
Self Insured: False
Insurance: False
Risk Retention Group: False
Guarantee: False
Surety Bonds: False
Letter of Credit: False
State Fund: False
Other Finance: False
Finacnce Comments: Not reported
FR Not Listed: False

G23
ENE
1/8-1/4
0.156 mi.
825 ft.

DECATUR, STEPHEN HIGH SCHOOL
9913 SEAHAWK AVENUE
BERLIN, MD 21811

Site 1 of 2 in cluster G

Relative:
Higher

Actual:
39 ft.

RCRA-SQG:

Date Form Received by Agency: 19960119
Handler Name: STEPHEN DECATUR HIGH SCHOOL
Handler Address: 9913 SEAHAWK RD
Handler City,State,Zip: BERLIN, MD 21811
EPA ID: MDR000007138
Contact Name: JOHN MILHAUSEN
Contact Address: 6270 WORCESTER HWY
Contact City,State,Zip: NEWARK, MD 21841
Contact Telephone: 410-632-2582
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 03
Land Type: County
Federal Waste Generator Description: Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: Not reported
Mailing Address: 9913 SEAHAWK RD
Mailing City,State,Zip: BERLIN, MD 21811
Owner Name: WORCESTER COUNTY BOARD OF ED
Owner Type: County
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No

RCRA-SQG 1001088183
MD UST MDR000007138
MD HIST UST
US AIRS
FINDS
ECHO
MD Financial Assurance

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DECATUR, STEPHEN HIGH SCHOOL (Continued)

1001088183

Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20180130
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DECATUR, STEPHEN HIGH SCHOOL (Continued)**1001088183**

Waste Code: D002
Waste Description: CORROSIVE WASTE

Waste Code: D008
Waste Description: LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	WORCESTER COUNTY BOARD OF ED
Legal Status:	County
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	6270 WORCESTER HWY
Owner/Operator City,State,Zip:	NEWARK, MD 21841
Owner/Operator Telephone:	410-632-2582
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19960119
Handler Name:	STEPHEN DECATUR HIGH SCHOOL
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found
--------------	----------------------

Facility Has Received Notices of Violations:

Violations:	No Violations Found
-------------	---------------------

Evaluation Action Summary:

Evaluations:	No Evaluations Found
--------------	----------------------

UST:

Facility Id:	4596
Oper Name:	Louis Taylor
Form Name:	Anthony McNabb
Form Title:	Supervisor of Maintenance
Form Date:	02/24/2000
Owner Id:	2875

Owner:

Owner Name:	Worcester County Board of Education
Owner Address:	6270 Worcester Hwy.
Owner City:	Newark

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DECATUR, STEPHEN HIGH SCHOOL (Continued)

1001088183

Owner State: MD
Owner Zip: 21841
Owner Phone: (410) 632-5007
Owner Contact: Joe Price

Tanks:

Tank ID: 1
Tank Status: Permanently Out of Use
Tank Capacity: 10000
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: 08/01/1978
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 2
Tank Status: Permanently Out of Use
Tank Capacity: 10000
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: 08/01/1980
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Bare or Galvanized Steel

Tank ID: 3
Tank Status: Permanently Out of Use
Tank Capacity: 285
Substance Description: Diesel
Tank Compartment: False
Compartment Compartment: A
Date Installed: 08/01/1980
Tank Material Desc: Asphalt Coated or Bare Steel
Pipe Material Desc: Unknown

Historical UST:

Facility ID: 3012810
Tank ID: 001
Age: 18
Capacity: 10,000
Tank Status: Currently in use
Product: Diesel

Facility ID: 3012810
Tank ID: 002
Age: 16
Capacity: 10,000
Tank Status: Currently in use
Product: Diesel

Facility ID: 3012810
Tank ID: 003
Age: 16
Capacity: 285

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DECATUR, STEPHEN HIGH SCHOOL (Continued)

1001088183

Tank Status: Removed
Product: Diesel

US AIRS MINOR:

Envid: 1001088183
Region Code: 03
Programmatic ID: AIR MD0000002404700029
Facility Registry ID: 110001688843
D and B Number: Not reported
Primary SIC Code: 8211
NAICS Code: 611110
Default Air Classification Code: MIN
Facility Type of Ownership Code: CNG
Air CMS Category Code: Not reported
HPV Status: Not reported

FINDS:

Registry ID: 110001688843

Click Here:

Environmental Interest/Information System:

MD-RCRA (Maryland - Resource Conservation And Recovery Act Information System) houses state information relating to the Resource Conservation and Recovery Act (RCRA).

AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data are utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V of the Clean Air Act.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

MD-PEMIS (Maryland - Permanent (Air) Emission) database houses data related to Air Emissions. Also known to the EPA as National Emissions Inventory (NEI).

AIR MINOR

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1001088183
Registry ID: 110001688843
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110001688843>
Name: DECATUR, STEPHEN HIGH SCHOOL
Address: 9913 SEAHAWK AVENUE
City,State,Zip: BERLIN, MD 21811

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DECATUR, STEPHEN HIGH SCHOOL (Continued)

1001088183

MD Financial Assurance 2:

Name: STEPHEN DECATUR HIGH SCHOOL
Address: 9913 SEAHAWK RD.
City,State,Zip: BERLIN, MD 21811
Region: 2
Facility ID: 4596
Self Insured: False
Insurance: False
Risk Retention Group: False
Guarantee: False
Surety Bonds: False
Letter of Credit: False
State Fund: False
Other Finance: False
Finacnce Comments: Not reported
FR Not Listed: False

G24
ENE
1/8-1/4
0.156 mi.
825 ft.

STEPHEN DECATUR
9913 SEAHAWK RD
BERLIN, MD 21811

MD OCPCASES S104606151
N/A

Site 2 of 2 in cluster G

Relative:
Higher

OCPCASES:

Actual:
39 ft.

Name: STEPHEN DECATUR
Address: 9913 SEAHAWK RD
City,State,Zip: BERLIN, MD 21811
Facility ID: 00-0837WO
Facility Status/Code: CLOSED/B-9
Date Open: 11/03/1999
Date Closed: 11/20/2000
Release: YES
Cleanup: YES
Registration Number: 4596

Name: STEPHEN DECATUR HIGH SCHOOL
Address: 9913 SEAHAWK RD
City,State,Zip: BERLIN, MD 21811
Facility ID: 95-1411WO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 12/09/1994
Date Closed: 05/15/1996
Release: Not reported
Cleanup: Not reported
Registration Number: 4596

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

H25 NE 1/8-1/4 0.164 mi. 868 ft.	FRIENDSHIP TEXACO / FOOD MART 10709 GRAYS CORNER RD BERLIN, MD 21811	MD OCPCASES	S110590270 N/A
Site 1 of 2 in cluster H			
Relative: Lower Actual: 26 ft.	OCPCASES:		
	Name: FRIENDSHIP TEXACO / FOOD MART Address: 10709 GRAYS CORNER RD City,State,Zip: BERLIN, MD 21811 Facility ID: 91-0503WO Facility Status/Code: CLOSED/ Date Open: 09/21/1990 Date Closed: 04/19/1994 Release: Not reported Cleanup: Not reported Registration Number: 9621		
	Name: CATO OIL Address: 10709 GRAYS CORNER RD City,State,Zip: BERLIN, MD 21811 Facility ID: 01-1385WO Facility Status/Code: CLOSED/Compliance Inspections (C3, 4, 4A, 5, 9, 10, 11) Date Open: 04/06/2001 Date Closed: 06/13/2002 Release: NO Cleanup: NO Registration Number: 9621		
	Name: FRIENDSHIP EXXON Address: 10709 GRAYS CORNER RD City,State,Zip: BERLIN, MD 21811 Facility ID: 18-0640WO Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil Date Open: 05/30/2018 Date Closed: 09/24/2019 Release: YES Cleanup: YES Registration Number: 9621		
	Name: FRIENDSHIP EXXON Address: 10709 GRAYS CORNER RD City,State,Zip: BERLIN, MD 21811 Facility ID: 11-0141WO Facility Status/Code: CLOSED/C-16 Date Open: 08/31/2010 Date Closed: 09/27/2011 Release: NO Cleanup: NO Registration Number: 9621		

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

H26
NE
1/8-1/4
0.164 mi.
868 ft.

AMBAY, LLC
10709 GRAYS CORNER RD
BERLIN, MD 21811

MD UST
MD Financial Assurance
U003738894
N/A

Site 2 of 2 in cluster H

Relative:
Lower

UST:

Actual:
26 ft.

Facility Id: 9621
Oper Name: Not reported
Form Name: Ankur Patel
Form Title: Owner
Form Date: 11/04/2021
Owner Id: 14934

Owner:

Owner Name: Ambay, LLC
Owner Address: 10709 Grays Corner Rd
Owner City: Berlin
Owner State: MD
Owner Zip: 21811
Owner Phone: (410) 641-2932
Owner Contact: Ankur Patel

Tanks:

Tank ID: 1
Tank Status: Permanently Out Of Use
Tank Capacity: 6000
Substance Description: Gasohol
Tank Compartment: False
Compartment Compartment: A
Date Installed: 06/01/1983
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 2
Tank Status: Permanently Out Of Use
Tank Capacity: 10000
Substance Description: Gasohol
Tank Compartment: False
Compartment Compartment: A
Date Installed: 06/01/1983
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 3
Tank Status: Permanently Out Of Use
Tank Capacity: 10000
Substance Description: Gasohol
Tank Compartment: False
Compartment Compartment: A
Date Installed: 06/01/1983
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 4
Tank Status: Permanently Out Of Use
Tank Capacity: 4000
Substance Description: Diesel
Tank Compartment: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

AMBAY, LLC (Continued)

U003738894

Compartment Compartment: A
Date Installed: 06/01/1983
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 5
Tank Status: Permanently Out Of Use

Tank Capacity: 4000
Substance Description: Kerosene
Tank Compartment: False
Compartment Compartment: A
Date Installed: 06/01/1983
Tank Material Desc: Cathodically Protected Steel (Coating w/CP - Galvanic)
Pipe Material Desc: Fiberglass Reinforced Plastic

Tank ID: 6
Tank Status: Currently In Use
Tank Capacity: 10000
Substance Description: Gasohol
Tank Compartment: True
Compartment Compartment: A
Date Installed: 05/06/2018
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

Tank ID: 6
Tank Status: Currently In Use
Tank Capacity: 5000
Substance Description: Gasohol
Tank Compartment: True
Compartment Compartment: B
Date Installed: 05/06/2018
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

Tank ID: 6
Tank Status: Currently In Use
Tank Capacity: 5000
Substance Description: Diesel
Tank Compartment: True
Compartment Compartment: C
Date Installed: 05/06/2018
Tank Material Desc: Polyethylene Tank Jacket
Pipe Material Desc: Flexible Plastic

MD Financial Assurance 2:

Name: AMBAY, LLC
Address: 10709 GRAYS CORNER RD
City,State,Zip: BERLIN, MD 21811
Region: 2
Facility ID: 9621
Self Insured: False
Insurance: False
Risk Retention Group: False
Guarantee: False
Surety Bonds: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

AMBAY, LLC (Continued)

U003738894

Letter of Credit: False
State Fund: False
Other Finance: False
Finacnce Comments: Not reported
FR Not Listed: False

27
ESE
1/8-1/4
0.196 mi.
1035 ft.

BERLIN LANDFILL
FLOWER STREET AND SEAHAWK ROAD
BERLIN, MD 21811

MD LRP S110090217
N/A

Relative:
Lower

MD LRP:

Actual:
28 ft.

Name: BERLIN LANDFILL
Address: FLOWER STREET AND SEAHAWK ROAD
City,State,Zip: BERLIN, MD 21811
Factsheet URL: http://mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/Documents/www.mde.state.md.us/assets/document/brownfields/Berlin_Landfill.pdf
Voluntary Cleanup Program: No
Brownfield Assesment Complete: No
NPL: No
Federal Facility: No
Alias: Not reported
Groundwater: No
Assessment On-Going: No
Remediation On-Going: No
Withdrawn: No
GW Chlorinated: No
GW Petroleum: No
GW Metals: No
GW Pesticides: No
GW PCB: No
GW PAH: No
Soil Chlorinated: No
Soil Metals: No
Soil Pesticides: No
Soil PCB: No
Soil PAH: No
Soil Petroleum: No
Sediment Chlorinated: No
Sediment Petroleum: No
Sediment Metals: No
Sediment Pesticides: No
Sediment PCB: No
Sediment PAH: No
SW Chlorinated: No
SW Petroleum: No
SW Metals: No
SW Pesticides: No
SW PCB: No
SW PAH: No
Site Assessment: No
Tax Map Number: Not reported
File Available: No
BMI Number: MD0186
Archived: No
Table Site ID: 443
Parcel Number: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERLIN LANDFILL (Continued)**S110090217**

Block:	Not reported
Lot Number:	Not reported
Tax ID:	Not reported
Det Issued:	No
Enfor congo:	No
CHS Oversig:	No
EPAID:	MDD981035801
Regulatory:	CHS
FY Open:	Not reported
FY_Closed:	Not reported

28
NE
1/4-1/2
0.278 mi.
1469 ft.

CASUAL DESIGN FURNITURE
10734 OCEAN GATEWAY
BERLIN, MD 21811

MD OCPCASES **S105509081**
N/A

Relative:
Lower
Actual:
27 ft.

OCPCASES:
Name: CASUAL DESIGN FURNITURE
Address: 10734 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 02-1123WO
Facility Status/Code: CLOSED/B-9
Date Open: 03/07/2002
Date Closed: 08/12/2002
Release: YES
Cleanup: YES
Registration Number: 6013105

29
NNE
1/4-1/2
0.373 mi.
1969 ft.

WASTE MANAGEMENT INC.
10052 FRIENDSHIP RD
BERLIN, MD 21811

MD OCPCASES **S105040288**
N/A

Relative:
Higher
Actual:
35 ft.

OCPCASES:
Name: WASTE MANAGEMENT INC.
Address: 10052 FRIENDSHIP RD
City,State,Zip: BERLIN, MD 21811
Facility ID: 01-1417WO
Facility Status/Code: CLOSED/Other (Specify)
Date Open: 04/12/2001
Date Closed: 08/03/2001
Release: YES
Cleanup: YES
Registration Number: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

30 **MAGEE AUTO PARTS** **MD OCPCASES** **S105040068**
West **10311 OLD OCEAN CITY BLVD** **N/A**
1/4-1/2 **BERLIN, MD 21811**

0.378 mi.
1998 ft.

Relative:
Lower

OCPCASES:

Actual:
23 ft.

Name: MAGEE AUTO PARTS
Address: 10311 OLD OCEAN CITY BLVD
City,State,Zip: BERLIN, MD 21811
Facility ID: 01-1168WO
Facility Status/Code: CLOSED/Tank Closure - Motor/Lube Oil
Date Open: 02/27/2001
Date Closed: 08/28/2001
Release: YES
Cleanup: YES
Registration Number: 12351

31 **BRENDA JARMON RESIDENCE** **MD OCPCASES** **S117658756**
North **10522 GRIFFIN RD** **N/A**
1/4-1/2 **BERLIN, MD 21811**

0.413 mi.
2182 ft.

Relative:
Lower

OCPCASES:

Actual:
32 ft.

Name: BRENDA JARMON RESIDENCE
Address: 10522 GRIFFIN RD
City,State,Zip: BERLIN, MD 21811
Facility ID: 15-0402WO
Facility Status/Code: CLOSED/Aboveground Tank - Residential Heating Oil
Date Open: 01/16/2015
Date Closed: 10/13/2021
Release: YES
Cleanup: YES
Registration Number: Not reported

I32 **FLEET TRANSIT SPILL** **MD OCPCASES** **1001699879**
West **10313 OLD OCEAN CITY BLVD** **MD HIST UST** **N/A**
1/4-1/2 **BERLIN, MD 21811**

0.442 mi.

2335 ft.

Site 1 of 2 in cluster I

Relative:
Lower

OCPCASES:

Actual:
23 ft.

Name: FLEET TRANSIT SPILL
Address: 10313 OLD OCEAN CITY BLVD
City,State,Zip: BERLIN, MD 21811
Facility ID: 04-1944WO
Facility Status/Code: CLOSED/Transfer Accident Motor/Lube Oil
Date Open: 05/24/2004
Date Closed: 03/07/2005
Release: YES
Cleanup: YES
Registration Number: 12822

Historical UST:

Facility ID: 3013044
Tank ID: 001
Age: 28

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FLEET TRANSIT SPILL (Continued)**1001699879**

Capacity: 10,000
Tank Status: Permanently out of use
Product: Other

Facility ID: 3013044
Tank ID: 002
Age: 33
Capacity: 3,000
Tank Status: Removed
Product: Gasoline

I33
West
1/4-1/2
0.442 mi.
2335 ft.

KELLY FOODS CORPORATION
10313 OLD OCEAN CITY BLVD.
WORCESTER, MD 21811

MD ENG CONTROLS **S109325740**
N/A

Site 2 of 2 in cluster I

Relative:
Lower
Actual:
23 ft.

ENG CONTROLS:
Material: HDPE liner

34
NE
1/4-1/2
0.443 mi.
2338 ft.

KCH INC / NATIONS BANK
10805 GRAYS CORNER RD
BERLIN, MD 21811

MD OCPCASES **S104610378**
N/A

Relative:
Lower
Actual:
28 ft.

OCPCASES:
Name: KCH INC / NATIONS BANK
Address: 10805 GRAYS CORNER RD
City,State,Zip: BERLIN, MD 21811
Facility ID: 93-0484WO
Facility Status/Code: CLOSED/Ground Seep Investigation/ Cleanup
Date Open: 09/04/1992
Date Closed: 05/23/1997
Release: YES
Cleanup: YES
Registration Number: Not reported

35
NE
1/4-1/2
0.467 mi.
2466 ft.

MCALLISTER SAND & GRAVEL /HOUSEWARMERS INC
10823 OCEAN GATEWAY
BERLIN, MD 21811

MD OCPCASES **S104609459**
N/A

Relative:
Lower
Actual:
25 ft.

OCPCASES:
Name: MCALLISTER SAND & GRAVEL /HOUSEWARMERS INC
Address: 10823 OCEAN GATEWAY
City,State,Zip: BERLIN, MD 21811
Facility ID: 92-2549WO
Facility Status/Code: CLOSED/
Date Open: 06/09/1992
Date Closed: 10/21/1992
Release: Not reported
Cleanup: Not reported
Registration Number: 17920

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

36
South
1/4-1/2
0.470 mi.
2484 ft.

BERLIN LANDFILL
SOUTH OF FLOWER STREET; WEST OF STEPHEN DECATOR HIGH SCHOOL
BERLIN, MD

ODI 1007444455
N/A

Relative:
Lower

ODI:
Non Compliance Category: 04
Latitude: 75? 11' 30" W
Longitude: 37? 20' 00" N

Actual:
20 ft.

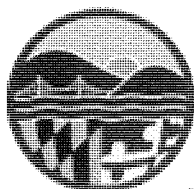
Count: 17 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BERLIN	S117658820	DELMARVA OIL-ROSSWELLS	RT 346 (OLD OCEAN CITY BLVD)	21811	MD OCPCASES
BERLIN	S113769842	PINE PLAZA SHOPPING CENTER	RT 589 AT OCEAN PINES	21811	MD OCPCASES
BERLIN	S106245164	CENTEX HOMES/RIDDLE FARM	RT 707 GRAYS CORNER RD	21811	MD OCPCASES
BERLIN	S113769588	DELMARVA POWER	9100 BLK OLD OCEAN CITY RD	21811	MD OCPCASES
BERLIN	S104618320	SHANE WOOTEN	BORDERLINK DR/OCEAN PKWY	21811	MD OCPCASES
BERLIN	S113441111	UNCLE WILLIE'S	11 FLOWER ST	21811	MD OCPCASES
BERLIN	S120926342	BERLIN	SW FLOWER ST & SEAHAWK RD INTE	21811	MD SWF/LF
BERLIN	S104612176	CARL BLIZZARD	110205 GRIFFIN RD	21811	MD OCPCASES
BERLIN	U003800701	CROPPER & BRITTINGHAM	1036 OCEAN CITY BLVD.	21811	MD OCPCASES, MD UST, MD Financial Assurance
BERLIN	S127282283	7-ELEVEN #41268	11624 OCEAN GATEWAY	21811	MD OCPCASES
BERLIN	S125161962	DAVID WILLIAMS RESIDENCE	10035 OLD OCEAN CITY BLVD	21811	MD OCPCASES
BERLIN	S104608924	UNION STATION	OLD OCEAN CITY RD	21811	MD OCPCASES
BERLIN	S104634585	BERLIN PROCESSING PLANT	101 OLD OCEAN CITY ROAD	21811	MD OCPCASES, MD HIST UST
BERLIN	S104618776	GOOSE CREEK TEXACO	1937 OLD OCEAN CITY BLVD	21811	MD OCPCASES
BERLIN	S104599711	J & B TRUCKING OIL SPILL	OLD OCEAN CITY RD	21811	MD OCPCASES
BERLIN	S118689000	CAMBER CO INC	RACETRACK RD GATE - OCEAN PINE	21811	MD OCPCASES
BERLIN	S118688987	DEPT OF WATER	9923 SEAHAWK RD (REAR)	21811	MD OCPCASES



7.8 FOIA Requests/Responses



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Horacio Tablada, Secretary
Suzanne E. Dorsey, Deputy Secretary

July 14, 2022

Mr. Evan Cross
Hynes & Associates
32185 Beaver Run Drive
Salisbury, MD 21804

RE: Tracking Number: 2022-02245
Request Received July 14, 2022
9815 Seahawk Rd

Dear Mr. Cross:

The Maryland Department of the Environment (MDE) received your recent request for information under the Public Information Act (PIA).

Your request has been assigned the tracking number listed above. Please use this tracking number in all communications referring to this request. Your request has been reviewed and distributed to all appropriate MDE programs.

In reviewing your request, we anticipate that it will take 30 calendar days or less to identify, locate, review, and produce the record(s) you seek. MDE receives numerous PIA requests daily and this time is necessary to sufficiently search for and collect the record(s) responsive to your request from appropriate MDE administrations and applicable field offices. MDE shall conduct its search and prepare your request with all practicable speed.

There may be charges associated with the search for, preparation of (including staff and any attorney review), and reproduction (including any postage) of the record(s) responsive to your request. The charges reflect the actual costs incurred by MDE to process your PIA request. There is no charge for the first two hours needed to search for and prepare a record for inspection. An estimated range of fees that may be charged by MDE to comply with this request is between \$0 and \$350. This range of fees represents our best estimate of costs at this time.

We will notify you in writing of any responsive record(s) available for inspection and/or exempt from disclosure pursuant to the PIA and any specific charges for processing your request.

When requesting information regarding this request, please cite the tracking number referenced above. If you have any questions, please call me at (410) 537-4120.

Sincerely,

Amanda Redmiles

Amanda Redmiles
PIA Coordinator
Office of Communications

Public Information Act Request

1 message

Evan Cross <ecross.jdhynes@gmail.com>
To: kmoses@co.worcester.md.us

Wed, Jul 13, 2022 at 5:17 PM

Hi Kim,

Hynes & Associates is currently completing a Phase 1 Environmental Site Assessment on a 103 acre parcel located immediately west of Stephen Decatur Middle School and the High School. The property bordered by U.S. Route 50 to the north and by Flower Street to the south in Berlin, Maryland. There is no mailing address as it is undeveloped agricultural land but the current owners are listed as Helen Faucette, Hale Harrison, and John Harrison. Deed reference 05688/00472

Map: 0025
Grid: 011
Parcel 0089

I would like to request any and all environmentally relevant records for the subject property.

If more information is needed or if there is a better way to proceed please advise.

Thank you!

Evan Cross
Geologist, John D. Hynes & Associates Inc.
32185 Beaver Run Drive
Salisbury, MD 21804
ecross.jdhynes@gmail.com
(410) 546-6462 ext 126 (o)
(814) 807-8101 (c)

RE: *EXTERNAL*:Public Information Act Request

1 message

Kim Moses <kmoses@co.worcester.md.us>
To: Evan Cross <ecross.jdhynes@gmail.com>

Thu, Jul 14, 2022 at 8:26 AM

Thank you, Evan. We're processing your request and will get those records to you soon. Kim

Kim Moses

Public Information Officer

Worcester County Government

One West Market Street, Room 1103

Snow Hill, MD 21863

410-632-1194 (Work)

410-632-3131 (Fax)



From: Evan Cross <ecross.jdhynes@gmail.com>
Sent: Wednesday, July 13, 2022 5:18 PM
To: Kim Moses <kmoses@co.worcester.md.us>
Subject: *EXTERNAL*:Public Information Act Request

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.

Hi Kim,

Hynes & Associates is currently completing a Phase 1 Environmental Site Assessment on a 103 acre parcel located immediately west of Stephen Decatur Middle School and the High School. The property bordered by U.S. Route 50 to the north and by Flower Street to the south in Berlin, Maryland. There is no mailing address as it is undeveloped agricultural land but the current owners are listed as Helen Faucette, Hale Harrison, and John Harrison. Deed reference 05688/00472

Map: 0025

Grid: 011

Parcel 0089

Item 19

I would like to request any and all environmentally relevant records for the subject property.

If more information is needed or if there is a better way to proceed please advise.

Thank you!

Evan Cross

Geologist, John D. Hynes & Associates Inc.

32185 Beaver Run Drive

Salisbury, MD 21804

ecross.jdhynes@gmail.com

(410) 546-6462 ext 126 (o)

(814) 807-8101 (c)

This e-mail may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply e-mail and delete all copies of this message.

PIA Request - Map 25 P 83

2 messages

Robert Mitchell <bmittchell@co.worcester.md.us>
To: "ecross.jdhynes@gmail.com" <ecross.jdhynes@gmail.com>
Cc: Kim Moses <kmoses@co.worcester.md.us>

Tue, Jul 19, 2022 at 5:10 PM

Evan-

Attached is the information we prepared internally. We don't have anything on spills, tanks, or contamination or sewage spills for this property. There are really no records at all for the land, which has been just farmland for as long as we have records on the property.

Bob Mitchell

Robert J. Mitchell, LEHS, REHS/RS
Director
Department of Environmental Programs
Worcester County Government Center
1 W. Market Street, Rm. 1306
Snow Hill, MD 21863
Phone: 410-632-1220, ext. 1601
Fax: 410-632-2012



This e-mail may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply e-mail and delete all copies of this message.

 **Proposed Worcester County Sports Complex Regulatory and Planning Commentary Information 4.14.22.pdf**
457K

Evan Cross <ecross.jdhynes@gmail.com>
To: Robert Mitchell <bmittchell@co.worcester.md.us>

Tue, Jul 19, 2022 at 5:42 PM

Thank you!

Evan-

Attached is the information we prepared internally. We don't have anything on spills, tanks, or contamination or sewage spills for this property. There are really no records at all for the land, which has been just farmland for as long as we have records on the property.

Bob Mitchell

Robert J. Mitchell, LEHS, REHS/RS

Director

Department of Environmental Programs

Worcester County Government Center

1 W. Market Street, Rm. 1306

Snow Hill, MD 21863

Phone: 410-632-1220, ext. 1601

Fax: 410-632-2012



This e-mail may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply e-mail and delete all copies of this message.

--
Evan Cross
Geologist, John D. Hynes & Associates Inc.
32185 Beaver Run Drive
Salisbury, MD 21804
ecross.jdhynes@gmail.com
(410) 546-6462 ext 126 (o)
(814) 807-8101 (c)



7.9 Photograph Location Sketch



JOHN D. HYNES & ASSOCIATES, INC.

32185 Beaver Run Drive • Salisbury, Maryland 21804
410-546-6462 / Fax: 410-548-5346

Date: July 26, 2022

Scale = As Shown

Drawn: Google Earth

DWG. No.

JDH-10/22/241-C

Photograph Location Sketch
Faucette and Harrison Property
Berlin, Maryland



7.10 Photographs



Photograph No. 1



Photograph No. 2



Photograph No. 3



Photograph No. 4



Photograph No. 5



Photograph No. 6



Photograph No. 7



Photograph No. 8



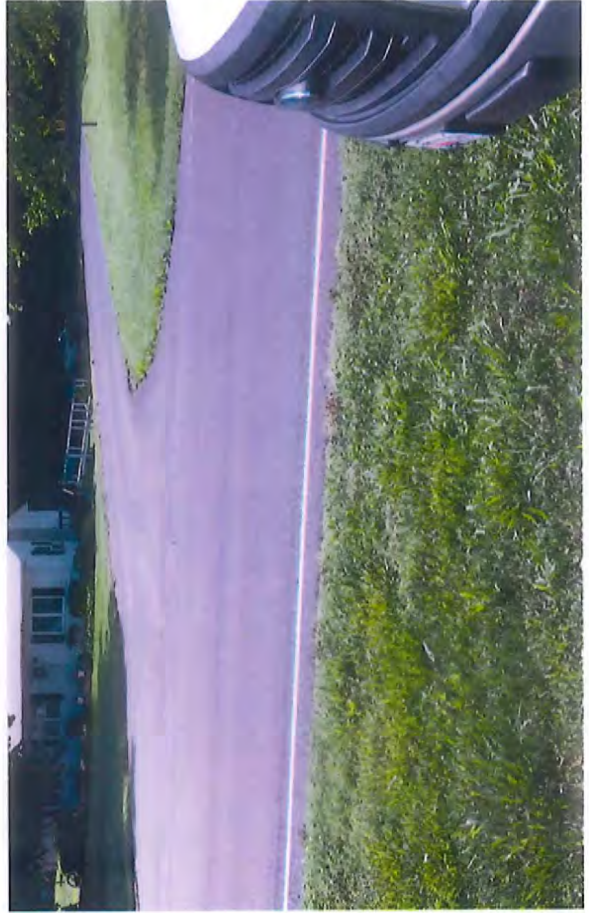
Photograph No. 9



Photograph No. 10



Photograph No. 11



Photograph No. 12



Photograph No. 13



Photograph No. 14



Photograph No. 15



Photograph No. 16



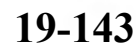
Photograph No. 17



7.11 Historic Topographic Maps

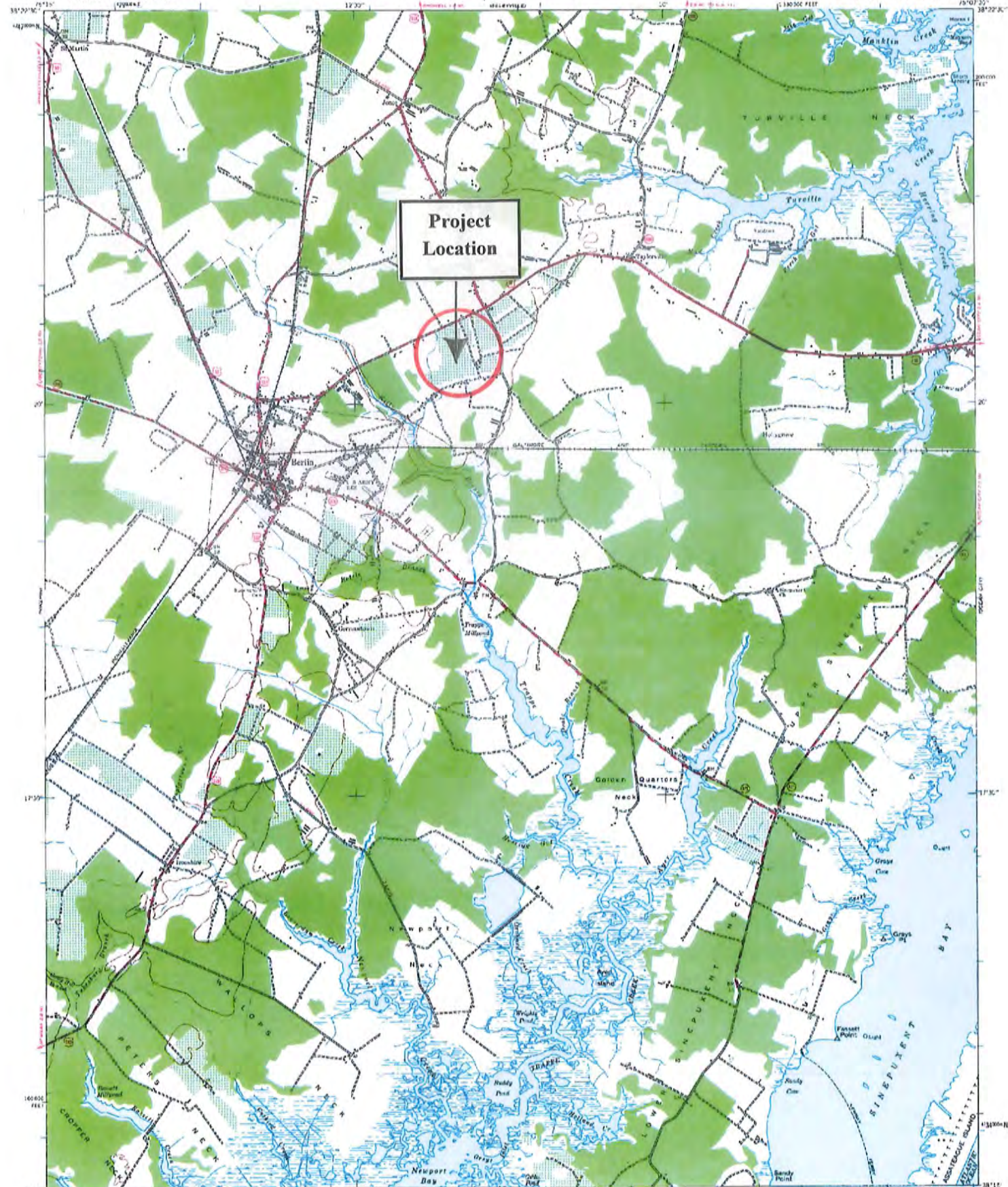
WAR DEPARTMENT
CORPS OF ENGINEERS, U. S. ARMY

LASSAWOMAN BAY



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Project
Location

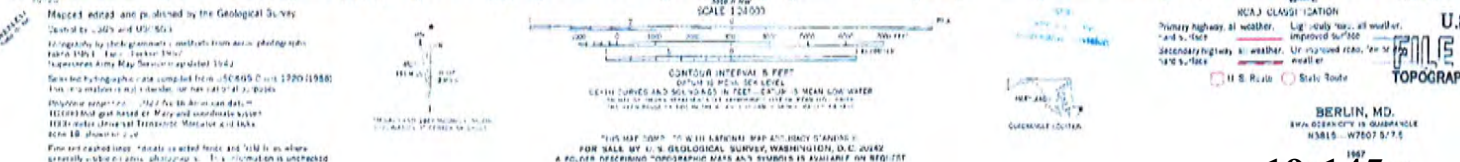


Maped by the Army Map Service
Published for civil use by the Geological Survey
Control by USGS
Topography by photogrammetric methods from aerial photograph
taken 1942 and available surveys 1973
Elevation projection: 1927 North American datum
10 000 feet grid based on Maryland coast line system
1000 feet Levenstine traverse Meridian grid lines
area 18 100' x 100'

PHOTODUPLICATION
DEPT. OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20540

SCALE 1:24000
CONTOUR INTERVAL 20 FEET
AS SHOWN BY PLAN SCALE
FOR SALE BY U.S. GEOLOGICAL SURVEY, WASHINGTON 25, D.C.
A FOLDER DESCRIBING COMPARABLE MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

ROAD CLASSIFICATION
Heavy duty Light duty
Mac. road Unimproved
U.S. Route State Route
BERLIN, MD.
8 1/4" x 11" OCEAN CITY 15' 00" N 15° 00' W
1885 S. 1885 N. 1885 E. 1885 W.





BRADY CLASSIFICATION

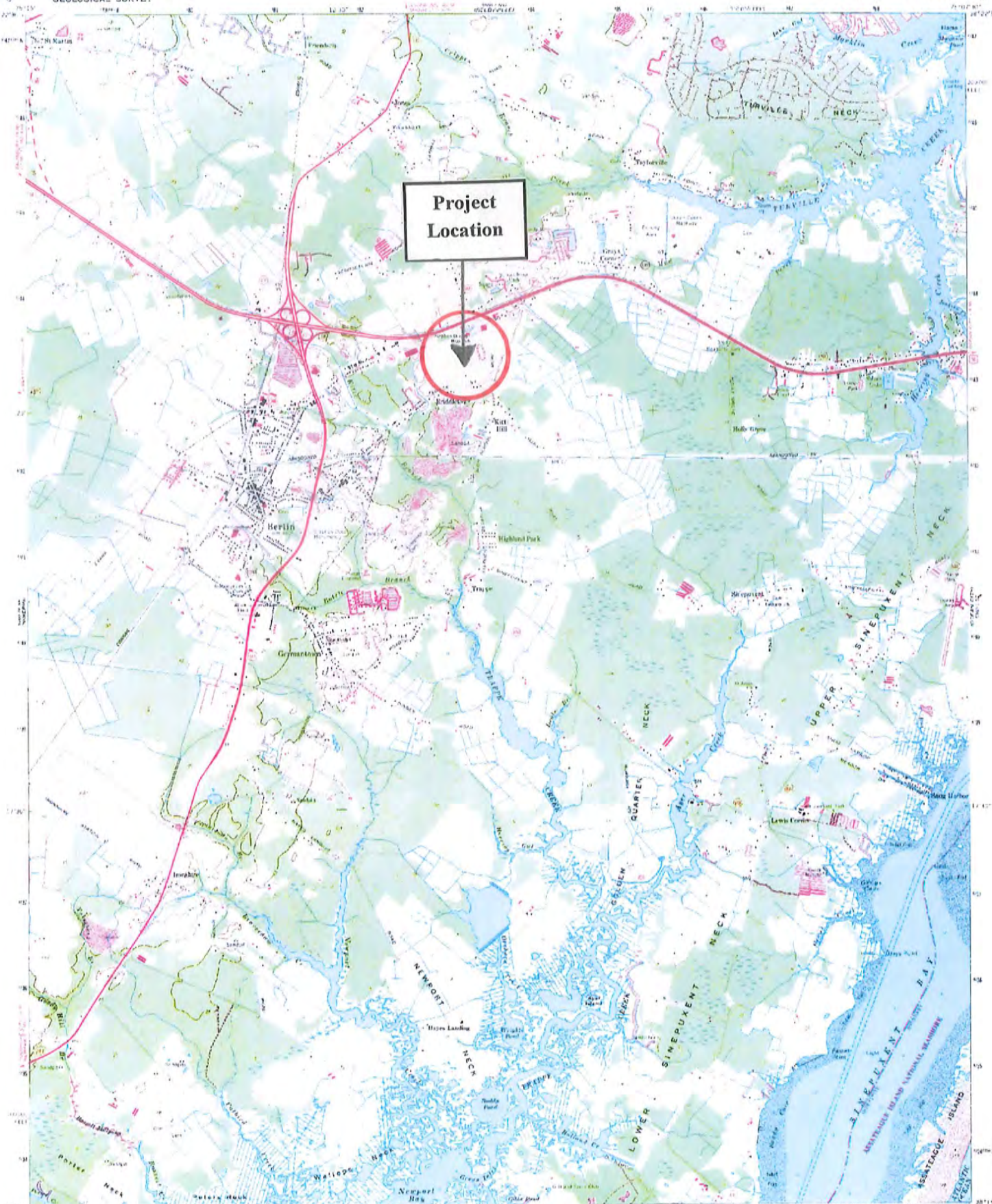
Primary highway, all weather	Light duty use, all weather
road surface	empowered surface
Secondary highway, all weather	Unimproved road, all weather
road surface	unimproved road, all weather
	State Road

BERLIN, MD.

1-800-451-9765

19-146

BRADY SERIES 9000



Project Location

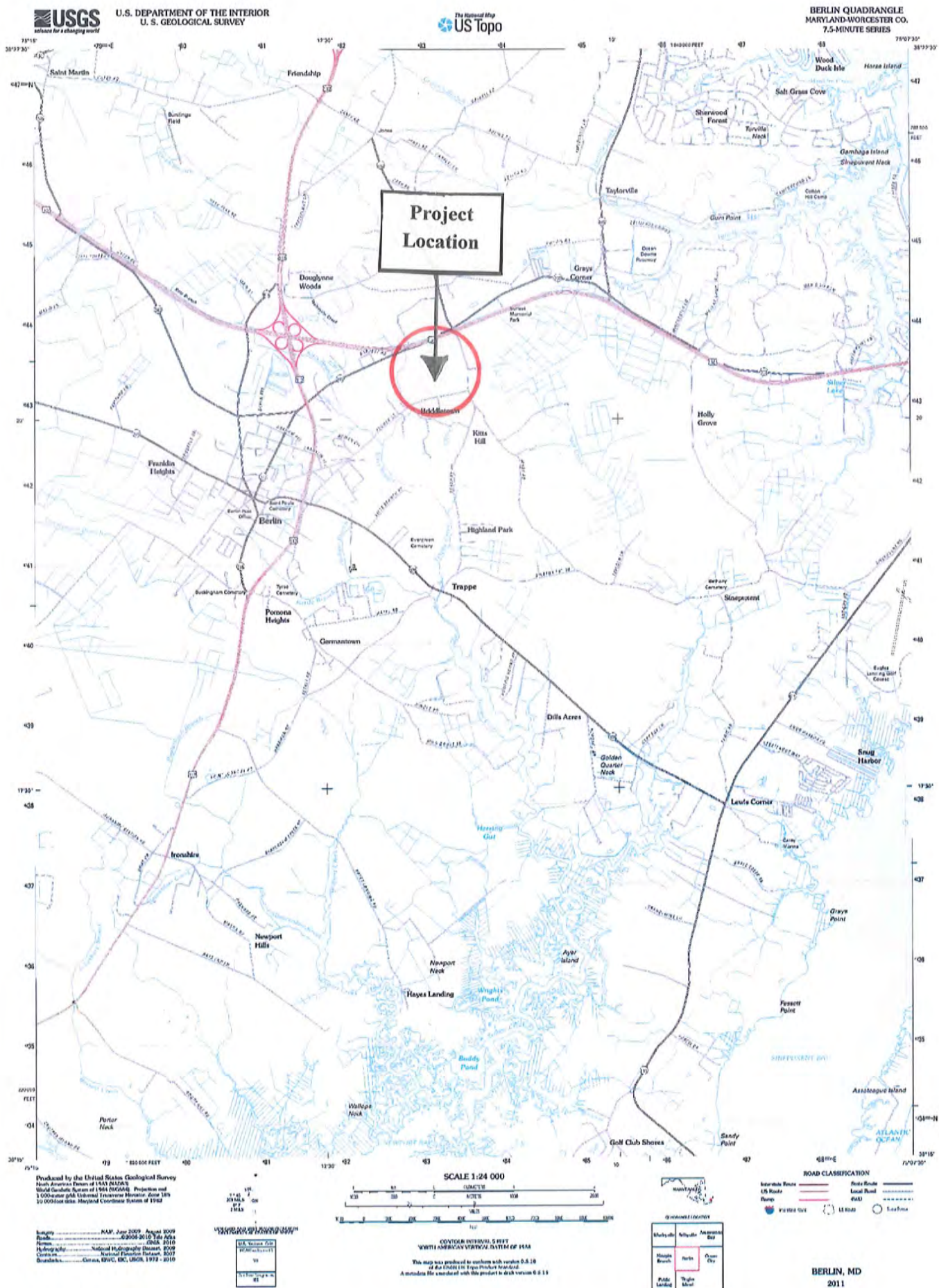
[illegible][illegible]

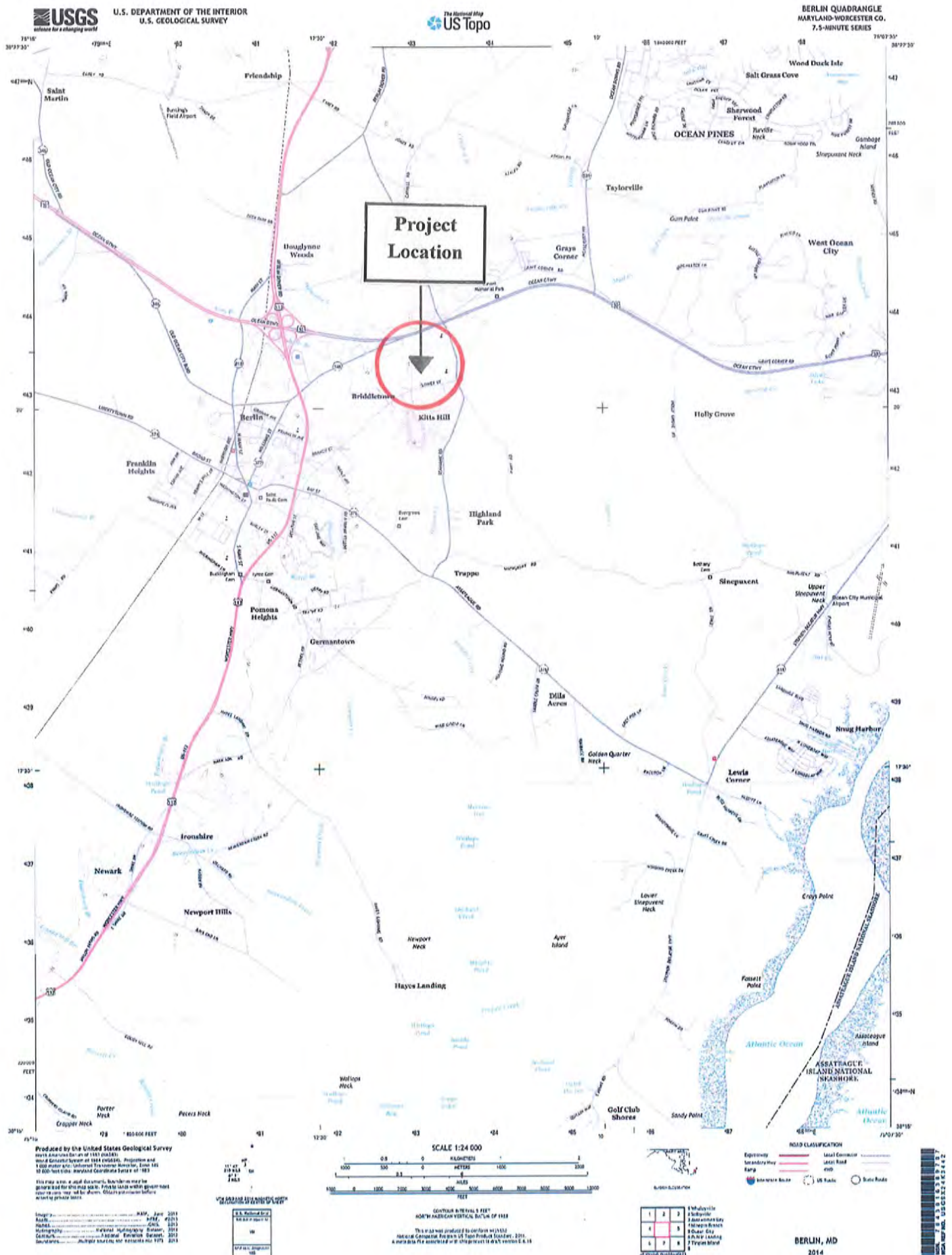
ROAD CLASSIFICATION	
Primary highway, all weather, paved surface	Light-duty road, all weather, unpaved surface
Secondary highway, all weather, paved surface	Unimproved road, all weather
3. 5 Route	5. 5 Route

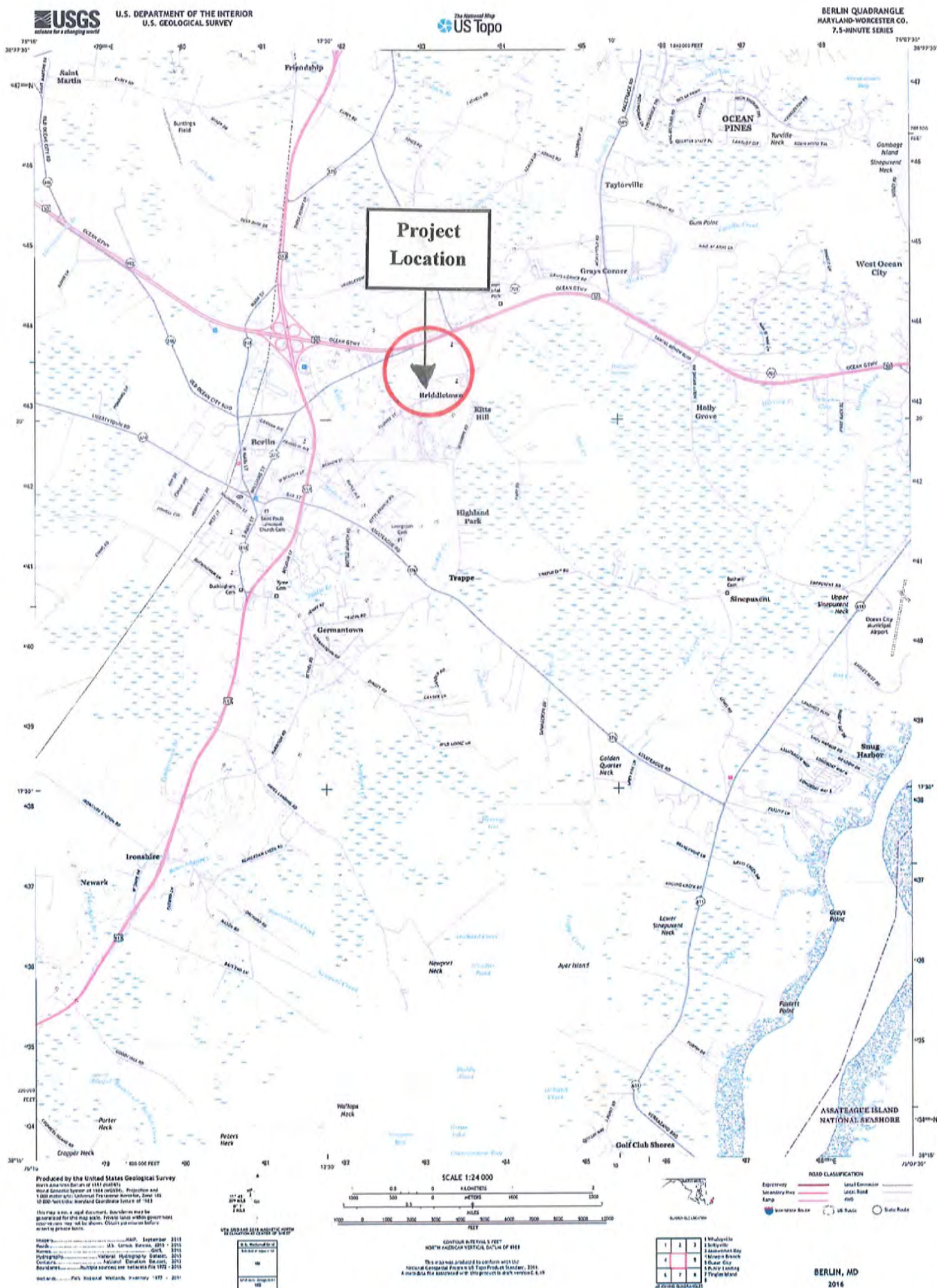
BERLIN, MD.
93415-W/507.5/7

SEP 21 19

19-147

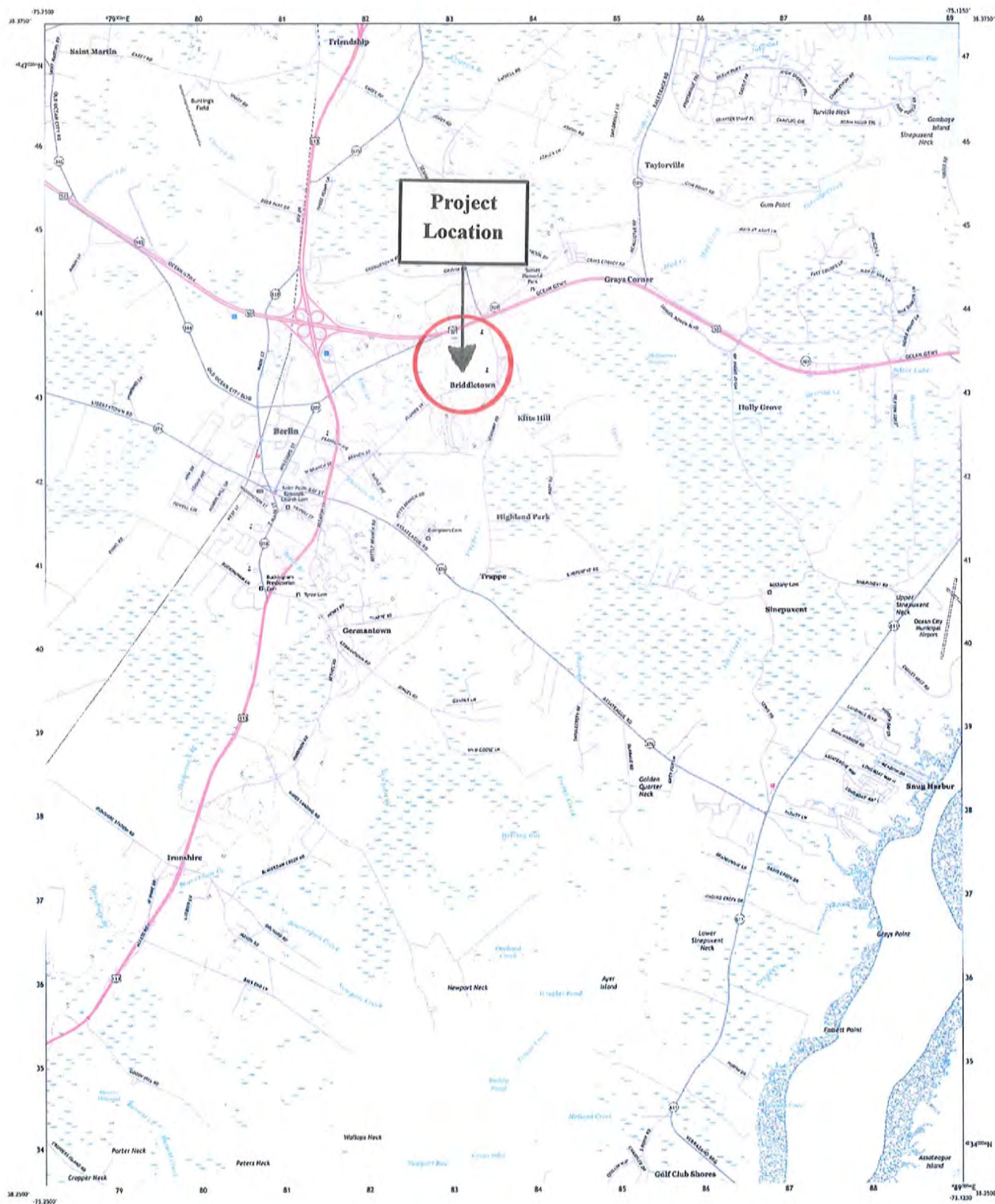






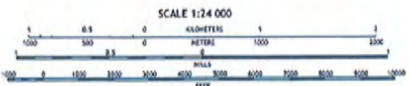
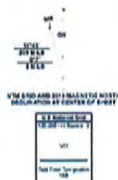


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1:250,000 scale horizontal datum. The vertical datum is
the mean sea level (MSL) datum. The map is not a legal document. No warranty is made by the USGS for any use of the map data. The map is not a legal document. No warranty is made by the USGS for any use of the map data.

History: This map was produced by the USGS in 1983. It is a 7.5-minute series map. The map is not a legal document. No warranty is made by the USGS for any use of the map data.



CONTOUR INTERVAL: 5 FEET
HORIZONTAL SCALE: 1:24,000
VERTICAL SCALE: 1:24,000



ROAD CLASSIFICATION
Expressway
Secondary Road
Local Road
State Road



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: July 26, 2022
RE: Potential Sports Complex – Route 50 Access Evaluation

Given the location of the property under consideration for the proposed sports complex, access on to U.S. Route 50 is crucial for limiting traffic generated by the facility on to and from rural Flower Street.

I have received a Proposal of Engineering Services from Wallace Montgomery regarding access on to the property under consideration for the proposed sports complex. Wallace Montgomery is a frequent consultant to the Maryland Department of Transportation State Highway Administration (MDOT SHA), making them an ideal firm to evaluate the best available options.

This proposal will evaluate access options on to U.S. Route 50 that we will be able to present to the MDOT SHA District 1 office for concurrence. The cost of this proposal is \$28,523.62 and can be covered under our assigned fund balance.

Attachments:

Proposal of Engineering Services – Page 2-8

July 8, 2022

Mr. Weston S. Young, P.E.- Chief Administrative Officer
Worcester County Administration
Government Center, Room 1103
One West Market Street
Snow Hill, MD 21863-1195

RE: Proposal of Engineering Services
Sports Complex Access Evaluation
Worcester County
WM&A No. XXXXXXX

Dear Mr. Young:

In response to your request, we are pleased to submit this proposal to provide engineering services for the subject project. This proposal is for the evaluation of access options for a potential sports complex to be located in a property currently identified as the Lands of Helen H. Faucette, Hale Harrison & John Henry Harrison, Parcel 89. The scope of work has been based on our understanding of the project requirements in accordance with coordination with Weston Young. We propose the following:

DESCRIPTION

Worcester County is requesting engineering design services for the evaluation and conceptual design of access options for the future sports complex. It is understood that the County would prefer access to US 50, rather than utilizing the smaller, more rural Flower Street on the southern end of the property. The County has requested concept-level evaluation of access alternatives, prepared for the County's use in coordinating with MDOT SHA District 1 for concurrence on a proposed access design if this property were to be acquired for the development of the sports complex.

ENGINEERING AND SURVEYING STANDARDS

All work will be in accordance with SHA's specifications entitled Standard Specifications for Construction and Materials, dated July 2008, revisions thereof, and additions thereto, current Worcester County and/or applicable SHA standards, guidelines, and directives, and in addition, the following engineering criteria:

1. All roadways shall be in accordance with AASHTO's *A Policy on Geometric Design of Highways and Streets 2018* and *Roadside Design Guide, 4th Edition 2011*.

SERVICES TO BE PROVIDED BY WORCESTER COUNTY

Worcester County will provide coordination with supporting County offices and outside agencies; coordinate and arrange for meeting locations; provide any existing information, such as as-builts, plats, deeds, drainage, etc.; and provide timely review and comments on deliverables.

SERVICES PROVIDED BY WM

Design & Engineering Services

Proposal of Engineering Services
Sports Complex Access Evaluation
Worcester County
WM&A No. XXXXXX
July 8, 2022
Page 2

1. Conduct a field visit of the site location to verify existing conditions and evaluate the project site.
2. Develop base plans for use in displaying design options in exhibits.
3. Prepare concept access design options plans and details. Evaluation and design of the existing facilities to develop a total of three (3) concept access design option
4. Develop and submit a technical memorandum of existing conditions, evaluation findings, and recommendations.
5. Support the County in regards to one (1) meeting with MDOT SHA District 1, including preparation of displays/exhibits and meeting minutes, to discuss District concurrence on an access design option for the potential future development.
6. Address technical memorandum comments from Worcester County and/or MDOT SHA. Revise and resubmit final technical memorandum.

SCHEDULE

The design schedule represents calendar days to begin upon receipt of the Notice to Proceed (NTP), and is intended to estimate the schedule for access option concept development. The anticipated milestones and schedule will be as follows:

- | | |
|--|-------------------------------------|
| 1. NTP | Day 0 |
| 2. Concept Plans/Tech Memo Submission for Review | Day 28 |
| 3. District 1 Coordination Meeting | TBD |
| 4. Address Comments and Provide Final Concept Plans/Memo | 14 Days from Receipt
of Comments |

ASSUMPTIONS, EXCLUSIONS, AND LIMITATIONS

This scope is for the above listed services only and any services not specifically listed are excluded by WM. Additionally, we have made the following assumptions in the development of this proposal:

1. Traffic data collection is excluded from this scope of services.
2. Survey services are excluded. Design and analysis will utilize available mapping.
3. Public meetings are excluded from this scope of services.
4. Environmental design/permitting is excluded from this scope of services.
5. Utility Coordination is excluded from this scope of services.

COMPENSATION

Compensation for engineering services described herein shall be as follows:

WM's fee for engineering services related to those services described herein shall not exceed Twenty-Eight Thousand, Five Hundred Twenty-Three Dollars and Sixty-Two Cents (\$28,523.62).

Our cost and price summary and man-hour estimate are enclosed for your review. Your prompt review and approval of this proposal is requested.

Proposal of Engineering Services
Sports Complex Access Evaluation
Worcester County
WM&A No. XXXXXXX
July 8, 2022
Page 3

If you have any questions or require additional information, please contact Mr. W. Mark Ledebur at 410-828-3812.

Sincerely,

WALLACE, MONTGOMERY & ASSOCIATES, LLP



W. Mark Ledebur, P.E.
Associate Vice President

WML/mph
Worc Co-Sports Complex Access Eval_T01.Doc
Enclosures

ITEM 20

Wallace Montgomery & Associates, LLP
10150 York Road, Suite 200
Hunt Valley, MD 21030
410-494-9093
July 8, 2022

Proposal of Engineering Services
Sports Complex Access Evaluation
Worcester County, MD
WM No. XXXXXX

MAN-HOUR ESTIMATE (WALLACE MONTGOMERY)

ITEM OF WORK	PART	PROJ MNGR	PROJ ENGR	DSGN ENGR	TECH	TOTAL
1. Field Visit	0	4	8	0	0	12
2. Develop Base Plans	0	2	6	16	0	24
3. Develop 3 Concept Access Design Option Plans/Details	0	8	24	56	0	88
4. Prepare Technical Support Memo for Concept Plans	0	4	16	20	0	40
5. Attend & Participate in Coordination Meeting with District 1	0	4	8	0	0	12
6. Address Comments and Refine Concept Plans for County Use	0	4	16	20	0	40
Total Man-Hours	0	26	78	112	0	216

ITEM 20

Wallace Montgomery & Associates, LLP
10150 York Road, Suite 200
Hunt Valley, MD 21030
410-494-9093
July 8, 2022

Proposal of Engineering Services
Sports Complex Access Evaluation
Worcester County, MD
WM No.XXXXXXXX

MAN-HOUR ESTIMATE - SURVEY								
ITEM OF WORK	Partner	Proj Surveyor	Office Surveyor	Cadd Tech	Party Chief	Instr Oper	Rod Person	Total
Survey is excluded from this Task								0
Totals	0	0	0	0	0	0	0	0

QUEEN ANNE'S COUNTY DEPARTMENT OF PUBLIC WORKS
COST AND PRICE SUMMARY - WALLACE MONTGOMERY

Administration: MD - State Highway Administration Project: Sports Complex Access Evaluation Contract No.: N/A	Consultant: Wallace Montgomery & Associates, LLP Subcontractor: Task No.: 1 Date: July 8, 2022
--	---

Phase or Task function or Total Summary (if applicable):

WM: XXXXXX

- | | | | | | | |
|-----|---|--|------------|----------|---------------------|---------------------|
| 1. | Direct Labor: | 216 | Manhours X | \$ 44.61 | Average Hourly Rate | \$ 9,635.00 |
| 2. | Escalation: | 0.00% of Item 1 | | | | \$ - |
| | | | | | | \$ 9,635.00 |
| 3. | Payroll Additives: | P.B. and O.H. 166.77% of Item 1 & 2; Append Itemization (Split Rate Adjustable FARS w/ FCCM) | | | | \$ 16,068.29 |
| 4. | Total of Items 1, 2 and 3 above: | | | | | \$ 25,703.29 |
| 5. | Fixed Fee | a. Dollar amount to cover Profit and other factors | | | | |
| | | b. Line 5a represents 10% of Items 1, 2 and 3 | | | | \$ 2,570.33 |
| 6. | Direct Expenses: Append justification if necessary | | | | | |
| | a. Local Travel | 400 | miles at | \$0.625 | per mile | \$ 250.00 |
| | b. Long Distance Travel, if required | 2 men 2 weeks | | | | \$ - |
| | c. Printing | | | | | \$ - |
| | d. Computer (documentation mandatory) | | | | | \$ - |
| | e. Other (specify) | Postage/Photos/Misc | | | | \$ - |
| | f. | | | | | \$ - |
| | g. | | | | | - |
| | Total Direct Cost: | | | | | \$ 250.00 |
| | | | | | | \$ 250.00 |
| 7. | Subcontractor: Separate Cost and Price Summary for each firm to be appended | | | | | |
| | Name | | | | | Amount |
| | a. | | | | | - |
| | b. | | | | | \$ - |
| | c. | | | | | \$ - |
| | Total | | | | | \$ - |
| | | | | | | \$ - |
| 8. | Other (specify): | | | | | |
| | a. Principal Time = | 0 | hrs x | \$ 80.00 | | \$ - |
| | b. Fixed Fee | 21% | | | | \$ - |
| | c. | | | | | \$ - |
| | Total | | | | | \$ - |
| | | | | | | \$ - |
| 9. | Total Proposed Fee for this PROJECT / TASK | | | | | \$ 28,523.62 |
| 10. | Will your firm accept this portion on a LUMP SUM basis? | | | | | YES NO X |
| | If YES, in what amount? | | | | | |

QUEEN ANNE'S COUNTY DEPARTMENT OF PUBLIC WORKS
COST AND PRICE SUMMARY - WALLACE MONTGOMERY

Administration: MD - State Highway Administration	Consultant: Wallace Montgomery & Associates, LLP
Project: Sports Complex Access Evaluation	Subcontractor:
Contract No.: N/A	Task No.: 1
	Date: July 8, 2022
Phase or Task function or Total Summary (if applicable):	WM: XXXXXX

AVERAGE HOURLY RATE

11. Classification	Average Hourly Salary		Hours	Extension
1. Project Manager	\$ 76.00	x	26	\$ 1,976.00
2. Project Engineer	\$ 46.50	x	78	\$ 3,627.00
3. Design Engineer	\$ 36.00	x	112	\$ 4,032.00
4. CADD Technician	\$ 32.50	x	0	\$ -
5.		x	0	\$ -
6.		x	0	\$ -
7.		x	0	\$ -
8.		x	0	\$ -
9.		x	0	\$ -
10.	\$ -	x		\$ -
	TOTAL		216	\$ 9,635.00

Average Rate equals Extension divided by Hours

\$ 44.61



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

Memorandum (DRAFT2)

Date: July 25, 2022

To: Weston Young, Chief Administrative Officer
Joe Parker, Deputy Chief Administrative Officer

Copy: Worcester County Commissioners
Bob Mitchell, Environmental Programs Director

From: Melanie Pursel, Director
Worcester County Office of Tourism and Economic Development

Re: Updated Project Considerations for Rural Maryland Grant Funding Application via Tri County Council

After a 3% administrative cost to Tri-County Council (TCC), there is approximately \$3.2 million for each county. There is no match required, however projects that are already priorities for the county as well as projects that will have additional leveraged funds will be the most beneficial for consideration. Attached is more detail and guidance regarding the grant funds. Project selection and rank order are due to the Tri-County Council by August 12, 2022.

Once the commissioners decide which projects to approve, they will be provided to the Tri- County Council by August 12th for inclusion in their comprehensive grant application. They have asked that these projects be ranked in priority order. The TCC has contracted with a consultant to assist in the facilitation of the grant sub mission as well as the dispersion of funds and required reporting on the various projects during the grant period. The Worcester County Commissioners are requested to please select and rank \$3.2M from the projects below:

1. West Ocean City Commercial Harbor Dredging *Total Cost Est. \$275,000*

recommended #1

- Supplemental dredging of the West Ocean City Commercial Harbor to eliminate scattered shoaling causing issues with larger commercial and recreational vessels needing additional clearance to load/unload, navigate, and dock. Enormous local economic impact to dozens of waterfront businesses including marinas, commercial seafood and fishing, restaurants, boat repair/diesel/electronics, barge/ship/yacht dockage, and thousands of annual recreational boaters.

2. Worcester Main Street Connectivity Plan *Total Cost Est. \$1,600,000 (\$800K requested, scalable \$200K / Town minimum)*

recommended #2

- The proposed project would provide modern/best possible sustained fiber optic service to all central main street areas in Berlin, Snow Hill, and Pocomoke with improved and stable access to the immediate surrounding areas to allow small rural businesses the same access to fiber as any other major city. This would strengthen current businesses and attract more business growth to the downtown areas.



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

3. Riddle Farm WWTP Membrane Replacement *Total Cost Est. \$1,003,868*

recommended #3

o Feasibility study is complete with engineering and construction cost estimate to replace ineffective membranes. Replacement is required in order to maintain efficient operation of the Riddle Farm WWTP. Significant, long term oxbow commercial economic impact with Rt 50 commercial customers.

4. Riddle Farm Water Tower Rehabilitation *Total Cost Est. \$650,000*

recommended #4

Tower inspection completed with cost estimates for rehabilitation of faulty equipment and recoating of the interior & exterior of the tower. Total estimate also includes the engineering and construction costs for lowering of the tower in order to be compatible with adjoining service areas. Significant, long term oxbow commercial economic impact with Rt 50 commercial customers.

5. Riddle Farm Rt. 50 Sewer *Total Cost Est. \$30,000*

recommended #5

o Engineering with cost estimates for sewer collection system expansion needed to serve oxbow commercial area for Riddle Farm included in the Rt. 50 Riddle Sewer Planning Area expansion.

6. Ocean Pines- Greater Ocean Pines Regional Water and Sewer Engineering *Total Cost Est. \$75,000*

recommended #6

o Engineering and planning design services with cost estimates for future distribution and collection system expansions, interconnections, loops and pumping improvements for the Rt 589 corridor.

7. Riddle-Mystic Harbour Regional Water *Total Cost Est. \$50,000*

recommended #7

o Design engineering costs for interconnection of the two water distribution networks to provide redundancy for all the northern Worcester County water systems.

8. Rt 611 Corridor Effluent Plan Design *Total Cost Est. \$75,000*

recommended #8

o Engineering and planning design services with cost estimates for Rt 611 corridor effluent disposal and final stages of interconnection of existing wastewater plants along with operational process improvement recommendations.

9. Mystic Harbour Water Treatment Plant Building Upgrades *Total Cost Est. \$1,543,016*

o Feasibility study is complete with a engineering and construction cost estimate to completely overhaul the water treatment plant building. This project is required to maintain the safe and efficient operation of the Mystic Harbour Water system.



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

10. West Ocean City Pedestrian and Bikepath Workforce Access Plan *Total Cost Est. \$60,000*

- A functional pedestrian and bicycle plan for the seasonal workforce and year-round residents to access businesses and employers in the WOC area and to safely access mass transit options for Ocean City employers. This would be a comprehensive planning study for specific improvements needed for safe pedestrian access in West Ocean City.

11. Pocomoke City- Pathways for Economic Development Feasibility Study *Total Cost Est. \$100K*

- Infrastructure improvements in the areas of using bikeways, walkways, and pathways to bolster economic growth. Creating strong pathways leads to positive economic impact. This project will focus on three main factors: Infrastructure Feasibility (hardscape and environmental), Economic Development, and Intercommunity Connectivity.

12. Town of Berlin- Wastewater Treatment Plant Upgrade *Total Cost Est. \$2,200,000 (requesting \$500K)*

- Due to residential and commercial growth and development the Town of Berlin's wastewater treatment facility is reaching capacity limits. The Town is in the process of obtaining and earmarking funding to upgrade our facility which will increase our available capacity.

13. Snow Hill- Bikeways Project *Total Cost Est. \$5,956,482.00 (scalable, requesting \$230K minimum)*

- The Snow Hill Bikeways project is aimed at increasing safe connectivity locally as well as to regional trail networks. Within Snow Hill, this system of paths will connect key destinations for residents and visitors, including schools, the downtown shopping district, parks, and recreation areas.

14. Worcester/Ocean City Regional Sports Complex *Total Cost Est. TBD (scalable, requesting \$50K)*

- Indoor/Outdoor sports complex designed to host large amateur tournaments as well as serve the local sports community. Initial phase to include master planning, traffic study, infrastructure upgrades, pedestrian and vehicle access points etc.

15. Lower Shore Trails Infrastructure Planning - *Total Cost Est. \$100,000 (regional partners-adtl. grant funds)*

- Planning/Study to connect trails in Worcester, Wicomico and Somerset Counties and link to trails in Virginia and Delaware to create a regional network for active recreation and non-motorized transportation. This supports existing investments the county and state has made and will make in Berlin Bikeways, Snow Hill, and now the proposed West OC Bike/Ped planning and it will prepare us to apply for larger federal dollars for trail design and build rail trails and improve connections.

16. Landings Water Tower Rehabilitation *Total Cost Est. \$580,000 (also includes engineering design estimate)*

- Tower inspection completed with cost estimates for rehabilitation of faulty equipment and recoating of the interior & exterior of the tower.

Rural Maryland Economic Development Fund

Requirements – Per Maryland Department of Commerce

- The Tri-County Council is the applicant to Commerce and is responsible for administration of the grant. Local governments may not directly apply for the funding and must coordinate with the Tri-County Council to propose potential projects for inclusion in the Tri-County Council's application to Commerce.
- The Tri-County Council must formally endorse the projects included in its application to Commerce with a formal vote/resolution from the Board of Directors.
- Each county should submit a letter of support signed by the chief executive or chief administrative officer for inclusion in the Tri-County Council's application to Commerce.

Timeline

- **June, 2022** – The Tri-County Council will forward an application form to the county economic development directors.
- **August 12, 2022** – Deadline for county applications for projects to be received by the Tri-County Council. This will give the Tri-County Council time to review the applications and prepare the master grant application to Commerce.
- **On/About August 24, 2022** – Tri-County Council compliance committee meets to review eligibility and formally endorse the projects from each county or any regional projects.
- **September 2, 2022** – Formal grant application due from the Tri-County Council to the Maryland Department of Commerce. (On request of the five Regional Councils this was extended by Commerce from original date of August 5, 2022. Requests for further extension were denied by Commerce).
- **September 30, 2022** – Commerce will notify Tri-County Council of the status of its application (Commerce may contact Tri-County Council at any time during the evaluation process in order to clarify or ask questions about the application).
- **October, 2022** – Commerce intends to enter into a 2-year grant agreement with Tri-County Council. Upon signing Commerce will forward funds representing the entire

amount requested (one upfront payment) to the account of the Tri-County Council for disbursement to the individual counties for their projects.

- **October, 2024** - Funds must be expended within 24 months of the October, 2022 execution of the grant agreement between Maryland Department of Commerce and the Tri-County Council. **(NOTE: The five Regional Councils requested extension to 36 months for certain infrastructure projects. Commerce agreed to support extending on “certain projects with a reasonable justification and project timeframe. Project discussion is required with Commerce and Tri-County Council prior to application submission – at which time all parties will agree that such extension is reasonable for the proposed project”.**

Reporting Timeline

- For projects falling under the 24 month requirement a total of four reports will be required. The Tri-County Council is responsible for preparing and submitting the reports to Commerce in a timely manner, based on information supplied by the individual counties for each of their projects.
 - **A 6 month progress report** covering the period October, 2022 through March, 2023 (estimated);
 - **A 12 month (mid-point) report** covering the period April, 2023 through September, 2023, to include a comprehensive update on project progress, budget updates, and invoices/receipts of expenses paid to date (estimated);
 - **An 18 month progress report** covering the period October, 2023 through March, 2024 (estimated);
 - **A final 24 month report** upon completion of the 2-year grant agreement for the period April, 2024 through September/October, 2024 (estimated) and with all final documentation, invoices/receipts documenting expenditure of the funds.
- **NOTE:** Projects granted an extension by Commerce to 36 months would require additional reporting to include the additional period.

Additional Reporting/Grant Administration

- The Tri-County Council is considering hiring a local independent consultant to assist in grant administration, to include the following:
 - Coordination with Tri-County Council and the county economic development directors or other county officials as necessary;

- Conduct **monthly** check-ins with county economic development directors and deliver a monthly progress report to the Tri-County Council Executive Director and quarterly progress reports to the Tri-County Council board;
- Develop and deliver detailed program reports to be delivered to Commerce by the Tri-County Council every six months (see Reporting Timeline above).

Distribution of Funds

- The Tri-County Council may request up to \$10 million. \$300,000 can be used for administrative costs. The Tri-County Council will notify the counties how much it will require to administer this program so the remaining balance may be divided equally among the counties.
- Initial allocation per county is \$3.233 million.
- ***Regionally funded projects should be agreed to by all three counties.*** Regional project funds should be subtracted from the total amount first and the remaining balance divided equally among the counties. A single regional project may include the entire \$10 million (less 3% adm. fees) or any lesser amount, but requires agreement by all three counties.

Procedure

- County economic development directors will communicate with their individual counties to identify projects for funding;
- The counties will rank the projects they wish to fund in order of importance, with #1 being the most important. The Tri-County Council encourages each county to submit more projects than their allotted funds will allow to be funded in the event a project for some reason does not meet the basic criteria identified by Commerce or is rejected by Commerce for any reason;
- Each county economic development director will forward the ranked projects to the Tri-County Council within the August 12, 2022 deadline (see Timeline above) and on the provided project application forms. The Tri-County Council Executive Director will review the list of projects to make sure the information submitted is complete. The Executive Director will contact the economic development directors if additional information is needed.
- Once the ranked projects are received they will be reviewed by a Tri-County Council compliance committee to ensure they meet the threshold eligibility requirements as specifically identified by Commerce (see *Eligible/Ineligible Projects* below).
 - The Tri-County Council compliance committee does not make a determination regarding the merits and/or ranking of a project(s). The merits and/or ranking of projects has already been pre-determined by the individual counties as part of the regular submission process. *The function of the compliance committee is only to*

review the projects to determine if they are in compliance with the basic eligibility requirements as identified by Commerce.

- The Tri-County Council compliance committee is composed of the following entities/individuals:
 - The 8 members of the 2022 Tri-County Council Executive Committee (see <https://tcclesmd.org/tri-county-council-members/executive-board/>)
 - The Somerset County Administrator, the Worcester County Administrative Director and the Wicomico County Council Administrator
 - The Tri-County County Executive Director

Eligible Projects – Per Commerce Instruction

As mentioned below, as of July 11, 2022 Commerce will be permitting funding to support projects that include the purchase of commercial and industrial properties for the purpose of developing business or industrial parks, as well as the purchase or construction of commercial and industrial buildings, for the purpose of attracting, retaining or expanding businesses.

- Public infrastructure such as water, sewer, electricity, transportation, streetscapes, and broadband to support the attraction, retention or expansion of businesses – may also include infrastructure projects related to a specific industry such as manufacturing, agri-business, clean energy, life sciences, etc.;
- **Added by Commerce July 11, 2022 -** The purchase of commercial and industrial properties for the purpose of developing business or industrial parks, and/or purchase or construction of commercial or industrial buildings, for the purpose of attracting, retaining or expanding businesses.
- Facilities that are designed to support a strategic industry sector and enable the development of that sector. Examples include makerspaces, additive manufacturing labs, workforce training facilities, shared lab/development centers, etc. Such facilities must be owned/operated by an eligible recipient of the funds;
- Programs focused on workforce development and/or talent attraction;
- Programs or facilities intended to foster and support entrepreneurship and innovation;
- Capacity building projects such as planning studies, feasibility studies;
- Both capital and operational expenses (including programmatic personnel costs) are eligible. For operational expenses, long term sustainability for operations will be considered as part of the application process.

Ineligible Projects – Per Commerce Instruction

- Funds cannot be used for direct private sector incentive, subsidy, grants or loans;
- Funds may not be re-granted nor loaned to private sector entities, but may be used to procure goods or services from private or public sector entities to carry out or advance economic development projects;
- ~~Funds may not be used for construction of facilities to be owned or leased to private sector entities;~~
- **Added by Commerce July 11, 2022** - Any land purchased, or buildings purchased or constructed with these funds, may not be granted to private sector entities. The sale or lease of these properties is permitted.
- Projects must be non-housing/non-residential.
- Per June 14, 2022 further clarification from Commerce - a broadband infrastructure build to connect houses in a count, even assuming several of the houses operate businesses or people will be able to work from home, is not eligible.
- A county has sold the last lot in its industrial park and is quite serious about expanding the park to a parcel of land not directly contiguous to the existing park, but nearby and on a major US highway corridor. The question is whether the county may use a portion of the Rural MD Econ Dev funds to purchase the land and begin installing a portion of the necessary infrastructure to begin developing the park. This is not a qualified use of funds.

Match Funding

- Match funding is not required.
- Funds may be used to match or leverage other sources of funding and mention of leveraged funds is encouraged.

MBE Information

Tri-County Council/Counties will need to request MBE information for all contractors and vendors – additional information to be provided by Commerce at time of grant agreement.

Form Template

- The Tri-County Council will issue an application form template to be used by the counties for each ranked project they submit. The form is being developed and should be available in the first or second week of June, 2022. It will request the following information:

- Project Name
- Project Summary (250 words or less)
- County or Counties where project is located
- Project Primary Contact – name, title, organization, address, tel., email
- Funding request amount
- Budget –include both sources and uses of funds, including any request for administrative expenses
- Project narrative
 - Detailed project description
 - Description of expected outcome
 - Description of any other funds being leveraged and their source
 - Description of any partnerships being leveraged
 - Description of how the project will have significant economic development impact for the county or jurisdiction
 - Description of how success or economic impact will be measured
- Project Timeline/Key Milestones
- Have potential vendors been notified (yes/no) If so, please identify and attach any proposals from potential vendors
- Attach any other supporting materials such as feasibility studies, local economic development strategic plans, etc.

TEL: 410-632-1194
 FAX: 410-632-3131
 WEB: www.co.worcester.md.us



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

OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

June 27, 2022

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 (8), which have current or upcoming vacancies (15). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

President Mitrecic - You have assigned all positions

Commissioner Bunting - You have Three (3) position needed:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Gregory Sauter - Resigned - Dec. 21 - Water and Sewer Advisory Council Ocean Pines
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Nordstrom - You have assigned all positions

Commissioner Church - You have Five (5) positions open:

- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

Commissioner Purnell - You have assigned all positions

Commissioner Elder - You have assigned all positions

Commissioner Bertino – Vanessa Alban – Commission For Women

TEL: 410-632-1194
 FAX: 410-632-3131
 WEB: www.co.worcester.md.us



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

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.
- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, however, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business-Ocean Pines) Terms Ending-Dec. 21 for (3)- Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large-Business O.P.)
- **(1) - Water and Sewer Advisory Council-Ocean Pines (D-6-Bunting)-** (1) Term Ending and Resignation Dec. 21.- Gregory Sauter
- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Endings-Dec. 21 - Keith Swanton
- **(3) - Commission for Women-Elizabeth Rodier**, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom Thank you! All of your positions are assigned.

District 2 - Purnell

Thank you! All of your positions are assigned.

District 3 - Church

- p. 10 - Water & Sewer - Mystic Harbour - Martin Kwesko
- p. 10 - Water & Sewer - Mystic Harbour - Richard Jendrek
- p. 10 - Water & Sewer - Mystic Harbour - Bruce Burns
- p. 12 - Water and Sewer Advisory Board - West Ocean City - Keith Swanton
- p. 13 - Commission for Women - Elizabeth Rodier

District 4 - Elder

Thank you! All of your positions are assigned.

District 5 - Bertino

- p. 13 - Commission For Women - Vanessa Alban

District 6 - Bunting

- p. 9 - Ethics Board - David Deutsch
- p. 11 - Water and Sewer Advisory Council Ocean Pines - Gregory Sauter - resigned
- p. 13 - Commission For Women - Susan Childs - resigned

District 7 - Mitrecic

Thank you! All of your positions are assigned.

All Commissioners

p. 4 (1) - Adult Public Guardianship Board- (1) Vacancy - Psychiatrist

p. 6 (1) -Drug and Alcohol Abuse Council - 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

p. 8 (4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer (Business - Ocean Pines) Terms Ending - Dec. 21 for (3) - Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large- Business O.P.)

p. 10 (3) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) - Term Ending-Dec. 21- Martin Kwesko

p. 11 (1) - Water and Sewer Advisory Council, Ocean Pines - (1) Term Ending - Gregory Sauter

p. 12 (1) - Water and Sewer Advisory Council- West Ocean City - (1) Term Endings - Dec. 21 - Keith Swanton

p. 13 (3) - Commission for Women - Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

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: 11/3 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>
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
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

Updated: March 15, 2022
Printed: May 31, 2022

ADULT PUBLIC GUARDIANSHIP BOARD

(Continued)

Prior Members:

Since 1972

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 FloryBarbara Duerr
 Craig Horseman
 Faye Thomes
 Mary Leister
 Joyce Bell
 Rannoldph 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)
 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

Updated: March 15, 2022
 Printed: May 31, 2022

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: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
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 (adv)-14-18-22
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

Deceased

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

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

Advisory Members

Lt. Earl W. Starnier	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	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
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	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

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

Prior Members:

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

Since 2009

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

Charlie Dorman (12-19)

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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 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>
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
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25

Term Ended

Prior Members: (Since 1972)

J.D. Quillin, III
 Charles Nelson
 Garbriel Purnell
 Barbara Derrickson
 Henry P. Walters
 William Long
 L. Richard Phillips (93-98)
 Marigold Henry (94-98)
 Louis Granados (94-99)
 Kathy Philips (90-00)
 Mary Yenney (98-05)
 Bill Ochse (99-07)
 Randall Mariner (00-08)
 Wallace D. Stein (02-08)

William Kuhn (90-09)
 Walter Kissel (05-09)
 Marion Chambers (07-11)
 Jay Knerr (11-14)
 Robert I. Givens, Jr. (98-14)
 Diana Purnell (09-14)
 Kevin Douglas (08-16)
 Lee W. Baker (08-16)
 Richard Passwater (09-17)
 Jeff Knepper (16-21)

* = Appointed to fill an unexpired term

Updated: March 1, 2022
 Printed: May 31, 2022

**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: \$100.00/meeting

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
Chris Clasing - (410-641-5251)

Current Members

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

Prior Members: (Since 2005)

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

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

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Gregory R. Sauter, P.E.	Ocean Pines	17-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26

Term Ended

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)
Bob Poremski (17-20)

* = Appointed to fill an unexpired term

Updated: February 1, 2022
Printed: May 31, 2022

**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: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>	
Keith Swanton	West Ocean City	13-17, 17-21	Term Ended
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	
Blake Haley	West Ocean City	*19-20, 20-24	
Todd Ferrante	West Ocean City	13-17-21-25	

Prior Members: (Since 1993)

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

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: Tamara White and Coleen Colson, 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>	
Elizabeth Rodier	D-3, Church	Bishopville	18-21	<i>Resigned</i>
Mary E. (Liz) Mumford	At-Large	W. 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	
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23	
Kris Heiser	Public Safety - State Attorney Office		21-24	
Susan Childs	D-6, Bunting	Berlin	21-24	<i>Resigned</i>
Terri Shockley	At-Large	Snow Hill	17-20, 20-23	
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23	
Crystal Bell, MPA	Health Department		*22-23	
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23	<i>Resigned</i>
Dr. Darlene Jackson-Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24	
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24	
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24	

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)
 Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)

Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)
 Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)

Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)
 Sharyn O'Hare (97-04)
 Patricia Layman (04-05)
 Mary M. Walker (03-05)
 Norma Polk Miles (03-05)
 Roseann Bridgman (03-06)
 Sharon Landis (03-06)

* = Appointed to fill an unexpired term

^c = Charter member

Updated: May 17, 2022

Printed: May 31, 2022

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)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
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

Updated: May 17, 2022

Printed: May 31, 2022



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: **DRAFT** Notice of Introduction Bill 22-11 and Public Hearing Notice of Bond Bill for Jail Improvement Phase 2

.....
 Please print the attached Notice of Introduction of Bill 22-11 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
 Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-11
Worcester County Commissioners

Take Notice that Bill 22-11 entitled AN ACT:

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, EACH IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,955,670, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$14,245,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-6 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix QQ to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "QQ"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, AND BOND AUTHORIZATION FOR REFUNDING BONDS

**A Public Hearing
will be held on Bill 22-11
Tuesday, September 6, 2022
at 10:30 A.M.**

ITEM 24

in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

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. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 2022

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, EACH IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,955,670, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$14,245,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-6 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix QQ to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “QQ”

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF
ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2
IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, AND BOND AUTHORIZATION FOR
REFUNDING BONDS

- § 1. **Financing a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$10,955,670 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$14,245,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

(7) References in this Local Law to “related costs” shall be construed to include capitalized interest and other costs of Phase 2 improvements to the Worcester County Jail.

(8) Bill 22-6, passed by the Board on April 19, 2022, authorized the issuance of general obligation debt to finance, reimburse or refinance costs of Phase 2 improvements to the Worcester County Jail may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation debt for such project by this Local Law. Any general obligation debt for such project shall not be issued under authority of such Bill 22-6.

(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

(1) There is a public need for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail.

(2) The estimated cost for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, including activities not funded from proceeds of the Bonds, is approximately \$11,955,670.

(3) The funds proposed to be borrowed for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.

(5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.

(6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.

(c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$10,955,670 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$10,955,670, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.

- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. In addition, it is the intention of the Board that, without notice to or the consent of the holders of the Bonds, and without needing to amend this Local Law, proceeds of the Bonds may be applied to other costs of Phase 2 improvements to the Worcester County Jail not specifically mentioned in this Local Law as are authorized through applicable County budgetary procedures or applicable law. Furthermore, the County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$10,955,670 without the adoption of any other Public Local Law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$14,245,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$14,245,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be

issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.

- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by the County, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law, or as authorized by any other applicable law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.
- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.

- (r) The County shall seek funds for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

[CONTINUED ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: **DRAFT** Notice of Introduction Bill 22-12 and Public Hearing Notice of Bond Bill for Public Safety
 Logistical Storage Facility

.....
 Please print the attached Notice of Introduction of Bill 22-12 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
 Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-12
Worcester County Commissioners

Take Notice that Bill 22-12 entitled AN ACT:

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, EACH IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,050,000, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR THE NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,965,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-7 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix RR to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "RR"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF ENGINEERING,
DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR
THE NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY, AND BOND AUTHORIZATION FOR
REFUNDING BONDS

ITEM 25

**A Public Hearing
will be held on Bill 22-12
Tuesday, September 6, 2022
at 10:30 A.M.**

in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

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. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 2022

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, EACH IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,050,000, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR THE NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,965,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-7 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix RR to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “RR”

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF
ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND
UNDERTAKING SITE WORK FOR THE
NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY,
AND BOND AUTHORIZATION FOR REFUNDING BONDS

- § 1. **Financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility,**

and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$3,050,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$3,965,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

(7) References in this Local Law to “related costs” shall be construed to include capitalized interest and other costs of the Public Safety Logistical Storage Facility.

(8) Bill 22-7, passed by the Board on April 19, 2022, authorized the issuance of general obligation debt to finance, reimburse or refinance costs of the new Public Safety Logistical Storage Facility but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation debt for such project by this Local Law. Any general obligation debt for such project shall not be issued under the authority of such Bill 22-7.

(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

(1) There is a public need for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.

(2) The estimated cost for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, including activities not funded from proceeds of the Bonds, is approximately \$3,250,000.

(3) The funds proposed to be borrowed for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.

(5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.

(6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.

(c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$3,050,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$3,050,000, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.

- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. In addition, it is the intention of the Board that, without notice to or the consent of the holders of the Bonds, and without needing to amend this Local Law, proceeds of the Bonds may be applied to other costs of the new Public Safety Logistical Storage Facility not specifically mentioned in this Local Law as authorized through applicable County budgetary procedures or applicable law. Furthermore, the County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$3,050,000 without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$3,965,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$3,965,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the

limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.

- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by the County, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law, or as authorized by any other applicable law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.
- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted,

which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.

- (r) The County shall seek funds for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

[CONTINUED ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: **DRAFT** Notice of Introduction Bill 22-13 and Public Hearing Notice of Bond Bill for Stephen Decatur Middle School

.....
 Please print the attached Notice of Introduction of Bill 22-13 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
 Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-13
Worcester County Commissioners

Take Notice that Bill 22-13 entitled AN ACT:

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, EACH IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,024,184, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR AN ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$13,035,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-5 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix SS to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "SS"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR AN

**A Public Hearing
will be held on Bill 22-13
Tuesday, September 6, 2022
at 10:30 A.M.**

in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

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. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 2022

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, EACH IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,024,184, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR AN ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$13,035,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-5 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix SS to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "SS"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF
ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND
UNDERTAKING SITE WORK FOR AN ADDITION TO
STEPHEN DECATUR MIDDLE SCHOOL, AND
BOND AUTHORIZATION FOR REFUNDING BONDS

- § 1. **Financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School,**

and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$10,024,184 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$13,035,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

(7) References in this Local Law to “related costs” shall be construed to include capitalized interest and other costs of an addition to Stephen Decatur Middle School.

(8) Bill 22-5, passed by the Board on April 19, 2022, authorized the issuance of general obligation debt to finance, reimburse or refinance costs of an addition to Stephen Decatur Middle School but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation debt for such project by this Local Law. Any general obligation debt for such project shall not be issued under authority of such Bill 22-5.

(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

(1) There is a public need for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.

(2) The estimated cost for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, including activities not funded from proceeds of the Bonds, is approximately \$15,252,239.

(3) The funds proposed to be borrowed for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.

(5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.

(6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.

(c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$10,024,184 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$10,024,184, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.

- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. In addition, it is the intention of the Board that, without notice to or the consent of the holders of the Bonds, and without needing to amend this Local Law, proceeds of the Bonds may be applied to other costs of an addition to Stephen Decatur Middle School not specifically mentioned in this Local Law as authorized through applicable County budgetary procedures or applicable law. Furthermore, the County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$10,024,184 without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$13,035,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$13,035,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be

issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.

- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by the County, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law, or as authorized by any other applicable law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.
- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (r) The County shall seek funds for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School or repayment of the

Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.

- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

[CONTINUED ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: **DRAFT** Notice of Introduction Bill 22-14 and Public Hearing Notice of Bond Bill for Refunding of 2013 Taxable Bonds

.....
 Please print the attached Notice of Introduction of Bill 22-14 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
 Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-14
Worcester County Commissioners

Take Notice that Bill 22-14 entitled AN ACT:

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$4,870,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CORRECTIONAL OFFICERS RETIREMENT SYSTEM PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE), INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS; AND RECOGNIZING THAT BILL 22-1 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable).

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix TT to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "TT"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN- OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CORRECTIONAL OFFICERS RETIREMENT SYSTEM PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE)

A Public Hearing
will be held on Bill 22-14
Tuesday, September 6, 2022
at 10:30 A.M.

in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

ITEM 27

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. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 2022

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$4,870,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CORRECTIONAL OFFICERS RETIREMENT SYSTEM PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE), INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS; AND RECOGNIZING THAT BILL 22-1 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable).

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix TT to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “TT”

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
CORRECTIONAL OFFICERS RETIREMENT SYSTEM
PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE)

§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable).

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(3) Pursuant to the Act, the Refunding Act, Appendix HH (Bill No. 12-5) of the Code of Public Local Laws of Worcester County, Maryland, a Resolution adopted by the Board of County Commissioners of Worcester County (the “Board”) on January 2, 2013, as supplemented by a Supplemental Resolution adopted by the Board on January 15, 2013, the County, on January 31, 2013, issued its County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable) in the aggregate principal amount of \$4,595,000 (the “2013 Taxable Bonds”).

(4) The Board has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$4,870,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds, including payment of related costs and costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law. References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing.”

(5) Bill 22-1, passed by the Board on April 19, 2022, authorized the issuance of general obligation refunding bonds for the purpose of refunding in whole or in part the outstanding 2013 Taxable Bonds, including payment of related costs and costs of issuance, but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation refunding bonds for such purpose by this Local Law. Any general obligation refunding bonds for such purpose shall not be issued under authority of such Bill 22-1.

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2013 Taxable Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2013 Taxable Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) As of the date of introduction of this Local Law, the 2013 Taxable Bonds are outstanding in the approximate aggregate principal amount of \$3,745,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2013

Taxable Bonds, rounded up to the nearest \$5,000, in order to provide funds (together with other available funds, if applicable) sufficient to refund in whole or in part the then-outstanding 2013 Taxable Bonds, including the payment of related costs and of costs of issuance of the Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds is a proper public purpose that may be financed by the issuance of the Bonds pursuant to the Act and the Refunding Act. All references in this Local Law to the use of proceeds of the Bonds to refund in whole or in part the then-outstanding 2013 Taxable Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded 2013 Taxable Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded 2013 Taxable Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence.

- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$4,870,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$4,870,000, subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds, including payment of related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (f) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the public purpose for which the

proceeds of the Bonds are to be spent, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, including the purpose or purposes of the Refunding Act to be achieved by the issuance of the Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by the County, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law, or as authorized by any other applicable law.

- (g) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (h) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (i) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (j) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds, in order to provide for the escrowing of proceeds of the Bonds, and for the purpose of securing any tender option that may be granted to holders of the Bonds.

- (k) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (l) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County and/or such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (m) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (n) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

[CONTINUED ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 27, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: **DRAFT** Notice of Introduction Bill 22-15 and Public Hearing Notice of Bond Bill for Refunding of 2014 Series Bonds

.....
 Please print the attached Notice of Introduction of Bill 22-15 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
 Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-15
Worcester County Commissioners

Take Notice that Bill 22-15 entitled AN ACT:

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$33,590,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS; AND RECOGNIZING THAT BILL 22-2 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix UU to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "UU"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN- OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES

A Public Hearing
will be held on Bill 22-15
Tuesday, September 6, 2022
at 10:30 A.M.
 in the

County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

ITEM 28

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. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: August 2, 2022

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$33,590,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS; AND RECOGNIZING THAT BILL 22-2 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix UU to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “UU”

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-
OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES

§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series.

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(3) Pursuant to the Act, the Refunding Act, Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section PW-5-204 of the Code of Public Local Laws of Worcester County, Maryland, Appendix II (Bill No. 13-4) of the Code of Public Local Laws of Worcester County, Maryland, a Resolution adopted by the Board of County Commissioners of Worcester County (the “Board”) on March 4, 2014, as supplemented by Supplemental Resolutions adopted by the Board on March 11, 2014 and March 18, 2014, the County, on April 3, 2014, issued its County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series in the aggregate principal amount of \$48,300,000 (the “2014 Bonds”).

(4) The Board has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$33,590,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds, including payment of related costs and costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law. References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing.”

(5) Bill 22-2, passed by the Board on April 19, 2022, authorized the issuance of general obligation refunding bonds for the purpose of refunding in whole or in part the outstanding 2014 Bonds, including payment of related costs and costs of issuance, but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation refunding bonds for such purpose by this Local Law. Any general obligation bonds for such purpose shall not be issued under authority of such Bill 22-2.

(b) The Board, acting pursuant to the Act, the Refunding Act and any other applicable law, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2014 Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2014 Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) As of the date of introduction of this Local Law, the 2014 Bonds are outstanding in the approximate aggregate principal amount of \$25,835,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2014 Bonds, rounded up to the nearest \$5,000, in order to provide funds (together with other available funds, if applicable) sufficient to refund in whole or in part the then-outstanding 2014 Bonds, including the payment of related costs and of costs of issuance of the Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds is a proper public purpose that may be financed by the issuance of the Bonds pursuant to the Act and the Refunding Act. All references in this Local Law to the use of proceeds of the Bonds to refund in whole or in part the then-outstanding 2014 Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded 2014 Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded 2014 Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence.

- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$33,590,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$33,590,000, subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2014 Bonds, including payment of related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.

- (f) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the public purpose for which the proceeds of the Bonds are to be spent, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, including the purpose or purposes of the Refunding Act to be achieved by the issuance of the Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by the County, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law, or as authorized by any other applicable law.
- (g) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (h) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (i) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.

- (j) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds, in order to provide for the escrowing of proceeds of the Bonds, and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (k) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (l) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County and/or such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (m) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (n) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

[CONTINUED ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: **DRAFT** Notice of Introduction Bill 22-16 and Public Hearing Notice of Bond Bill for Refunding of 2015 Series A Bonds

.....
 Please print the attached Notice of Introduction of Bill 22-16 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
 Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-16
Worcester County Commissioners

Take Notice that Bill 22-16 entitled AN ACT:

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,095,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS; AND RECOGNIZING THAT BILL 22-3 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix VV to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "VV"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN- OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A

A Public Hearing
will be held on Bill 22-16
Tuesday, September 6, 2022
at 10:30 A.M.
 in the

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. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 2022

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,095,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS; AND RECOGNIZING THAT BILL 22-3 MAY NOT HAVE BECOME EFFECTIVE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix VV to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “VV”

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A

§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A.

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(3) Pursuant to the Act, the Refunding Act, Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section PW-5-204 of the Code of Public Local Laws of Worcester County, Maryland (the “Code of Public Local Laws”), Appendix KK (Bill No. 15-3) of the Code of Public Local Laws, Appendix LL (Bill No. 15-4) of the Code of Public Local Laws, Appendix MM (Bill No. 15-5) of the Code of Public Local Laws, a Resolution adopted by the Board of County Commissioners of Worcester County (the “Board”) on June 2, 2015, as supplemented by a Supplemental Resolution adopted by the Board on June 16, 2015, the County, on June 30, 2015, issued its County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A in the aggregate principal amount of \$12,015,000 (the “2015 A Bonds”).

(4) The Board has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$10,095,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds, including payment of related costs and costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law. References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing.”

(5) Bill 22-3, passed by the Board on April 19, 2022, authorized the issuance of general obligation refunding bonds for the purpose of refunding in whole or in part the outstanding 2015 A Bonds, including payment of related costs and costs of issuance, but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation refunding bonds for such purpose by this Local Law. Any such general obligation refunding bonds for such purpose shall not be issued under authority of such Bill 22-3.

(b) The Board, acting pursuant to the Act, the Refunding Act and any other applicable law, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2015 A Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2015 A Bonds and to thereby achieve one or more purposes of the Refunding Act.

- (2) As of the date of introduction of this Local Law, the 2015 A Bonds are outstanding in the approximate aggregate principal amount of \$7,765,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2015 A Bonds, in order to provide funds (together with other available funds, if applicable) sufficient to refund in whole or in part the then-outstanding 2015 A Bonds, including the payment of related costs and of costs of issuance of the Bonds.
- (3) The funds proposed to be borrowed to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.
- (4) Use of the proceeds of the Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds is a proper public purpose that may be financed by the issuance of the Bonds pursuant to the Act and the Refunding Act. All references in this Local Law to the use of proceeds of the Bonds to refund in whole or in part the then-outstanding 2015 A Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded 2015 A Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded 2015 A Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$10,095,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$10,095,000, subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2015 A Bonds, including payment of related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.

- (f) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the public purpose for which the proceeds of the Bonds are to be spent, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, including the purpose or purposes of the Refunding Act to be achieved by the issuance of the Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by the County, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law, or as authorized by any other applicable law.
- (g) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (h) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (i) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.

- (j) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds, in order to provide for the escrowing of proceeds of the Bonds, and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (k) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (l) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County and/or such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (m) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (n) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

[CONTINUED ON FOLLOWING PAGE]

PASSED this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the name in the "From" field.

Subject: **Public Hearing for Proposed FY 23 MALPF Easement Applications**
Public Hearing Applicant Listing and Maps

Date: 7/25/22

The County Commissioners approved a Public Hearing for the FY 23 Funding Cycle at their meeting on July 5, 2022. Attached is a tabulation of the FY23 MALPF applications and maps showing the location of the properties relative to protected lands, county zoning, and the *Comprehensive Plan's* Land Use Plan designations.

The Commissioners may approve the recommendations of the Land Preservation Advisory Board to forward the top eight (8) ranked subject properties for potential funding of their easement applications. The Commissioners may alternatively send all of the applicants to the state, or less than the recommended number but specific justification would be needed to do that. We would note that while we have typically been awarded just three (3) to four (4) easements based on limited funding, there is always the chance to be offered secondary funding in the second round for an additional 4 easements so it would be very beneficial to have at least all eight (8) of our vetted and recommended properties sent up to the state for potential easement funding. Conservation easement funding is expected to be increased in the current and coming fiscal years. Staff is respectfully recommending that the Commissioners send the top eight (8) ranked properties to the state, as recommended by the Agricultural Land Preservation Advisory Board.

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

Enclosures

1. Memo from Katherine Munson July 13, 2022
2. Maps
3. Applicant Listing

cc: Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

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

To: Robert Mitchell, Director

From: Katherine Munson, Planner V *KM*

Subject: FY 23 MALPF Application Review

Date: July 13, 2022

The following eleven (11) applications to sell an easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in Worcester County have been received by the county for the FY 23 funding cycle (listed in alphabetical order):

1. Bixler, Nick, TM 38, P 26; Davis Road, Snow Hill; 80 acres
2. Blank, William Berger, Jr.; TM 64, P 112; 7440 Public Landing Road; 283.69 acres
3. Butler, James and Margaret Estate (William Hudson, Personal Representative); TM 91, P 47; Hilman Road, Pocomoke City; 250 acres
4. Cantwell, Mary, TM 31, P 26, 32, 33; Evans Road/Ironshire Station Road, Berlin; 183 acres
5. Fair, Freddie and Faye, TM 93, P 41; Steel Pond Road, west side, Stockton; 102 acres
6. Fair, Freddie and Faye & Marion Butler, Matthew Butler; TM 69, P 41; Fleming Mill Road, west side, Pocomoke City, 50 acres
7. Glad-Mar Land Co., Inc. TM 77, P 6; Whitesburg Road, Snow Hill; 110 acres
8. Larry Dean and Deborah Guy; TM 99, P 27; Hall Road; 96.75 acres
9. Holland, Mark and Ricky Holland; TM 91, P 42, 122; Hillman Road/Cedar Hall Road 80 acres
10. Piper, Wayne and Jennifer; TM 92, P 69; Sheephouse Road, Pocomoke City; 144.93 acres
11. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres

In order for the applicants to be eligible to sell an easement to MALPF, their applications must be recommended for approval by the Worcester County Planning Commission and the Worcester County Agricultural Land Preservation Advisory Board, and approved by the Worcester County Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

Page 2 of 2; FY 23 MALPF Application Review

Enclosed please find eleven (11) aerial images, and three (3) maps showing the location of the applicant properties relative to protected lands, county zoning, and the 2006 land use plan. A table summarizing information for each application is also included. **One table contains confidential bid and ranking information and should not be shared with the public. A table with this information removed has been provided for public review.**

All FY23 applications meet the minimum requirements of the MALPF Program—size, soil index, development rights available to extinguish. All are zoned A-1, RP or a combination (see attached map and table).

Please note that each county uses a ranking system for MALPF easement applications, approved by both the county commissioners and the MALPF board. The application ranking prioritizes offers to landowners made by MALPF. **Applicant ranking order is confidential, by state law, until after offers are made.** Specific applicant ranking, or applicant bids, can be discussed in closed session only.

The Worcester County Agricultural Land Preservation Advisory Board reviewed the applications on June 7, 2022, and unanimously approved all applications, but recommended that the top eight (8) be forwarded to MALPF for appraisal. The reason for this recommendation is that the county program incurs an appraisal cost for each application submitted. The board feels this is not a good use of funds, as the three lowest ranking applications are very unlikely to receive an offer. In addition I would like to note that the board continues to feel that protection of properties that are mostly or fully forested is not the role of MALPF and does not support spending MALPF funds on purchasing such easements, even when the property meets MALPF's minimum soils and acreage requirements.

The Planning Commission determined on July 7, 2022 that all applications are compatible with existing county plans and policy and recommended approval to the Worcester County Commissioners. The Planning Commission does not review ranking or make recommendations regarding how many applications should be forwarded to MALPF.

The commissioners may elect to limit the number of properties considered for easement purchase (cutting off lowest ranking applications), or may elect to send all FY23 applications to MALPF for consideration.

A drafted letter to MALPF is attached to be completed and signed following the public hearing.

Thank you for your attention to this matter.

ITEM 30

FY23 MALPF Applications, Worcester County, Maryland

Landowner name	TM	P	Acres	Address	Bid/acre	Development Rights to be Extinguished	Lot option selected	SA	LE	Bonus	Total score	Rank (w/o discounting)	Final Rank	% class I, II, III soils	Reapplication
Bixler	38	26	80.0	Davis Branch Road	\$2,675.00	5	waive all rights							71%	Yes (but new owner)
Blank	64	112	283.7	7440 Public Landing Road, Snow Hill		3	family lots							69%	Yes (FY20)
Butler	91	47	250.0	Hillman Road; Pocomoke City		24	one unrestricted							69%	no
Cantwell	31	26, 32, 33	183.0	Evans Road/Ironshire Station Road		9	waive all rights							95%	no
Fair/Butler	69	41	50	Fleming Mill Road		4	one unrestricted							82%	no
Fair	93	41	102.0	Steel Pond Road		4	one unrestricted							58%	Yes (multiple years)
Glad Mar Farms	77	9	110.0	Whitesburg Road		4	waive all rights							93%	no
Guy	99	27	96.8	Hall Road		10	waive all rights							86%	no
Holland/Holland	91	42, 122	90.8	Hillman Road/Cedar Hall Road		4	waive all rights							83%	no
Piper	92	69	144.9	Sheephouse Road		3	one unrestricted							90%	Yes (but new owner)
Queponco Farms	49	71	186.8	6636 Basket Switch Road		3	one unrestricted							83%	Yes (FY22)
Total Acres			1,577.9												

Average Bid/acre (FY20) \$2,662.73

Average Bid/acre (FY21) \$2,489.67

Average Bid/acre (FY22) \$2,281.25

Average offer/acre (FY 20) \$2,325/acre

Average offer/acre (FY 21) \$2,680/acre

Average offer/acre (FY 22) \$2,333/acre

Note: Bonus points do not include potential discounting points which cannot be determined until appraisals are completed. Ranking may change after points for discounting are added in the spring of 2023

6/28/2022



2019 aerial image

Owner: Bixler
TM 38, Parcel 26

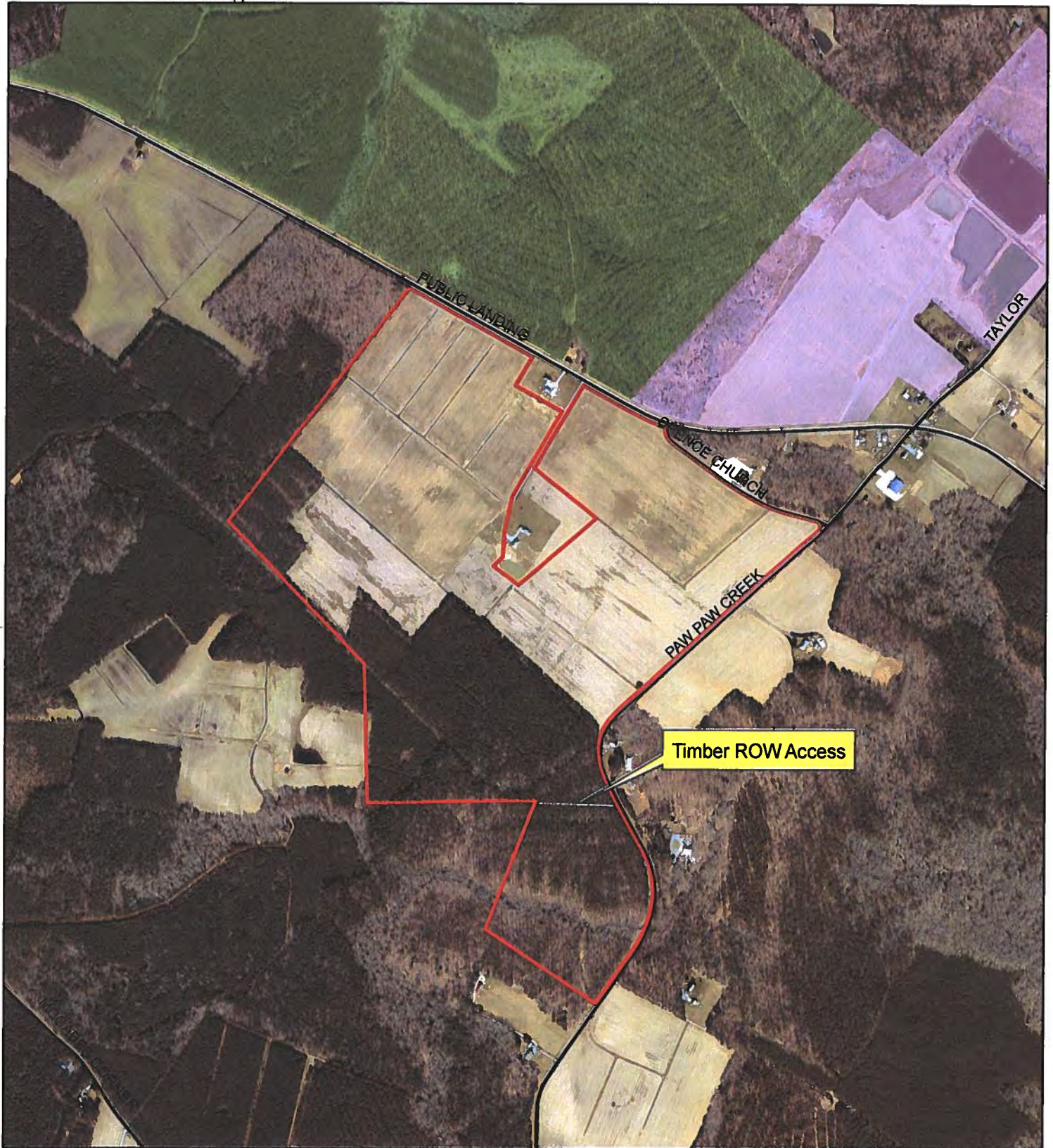
Soils: 71% class I, II and III soils
Soils index:37.6

State Lands

Subject Property



FY 23 MALPF Easement Sale Application



2019 aerial image


Owner: Blank
TM 64, Parcel 112

Acres: 284

Soils: 69% class I, II and III

Soils index: 52.7

0 0.075 0.15 0.3 Miles

 MALPF Easement
 DNR-held Conservation Easement



Owner: Butler
 TM 91, Parcel 47
 Soils 69% class I, II and III
 Soils index: 48

 Subject Property




720 360 0 **30 - 7** 720 Feet





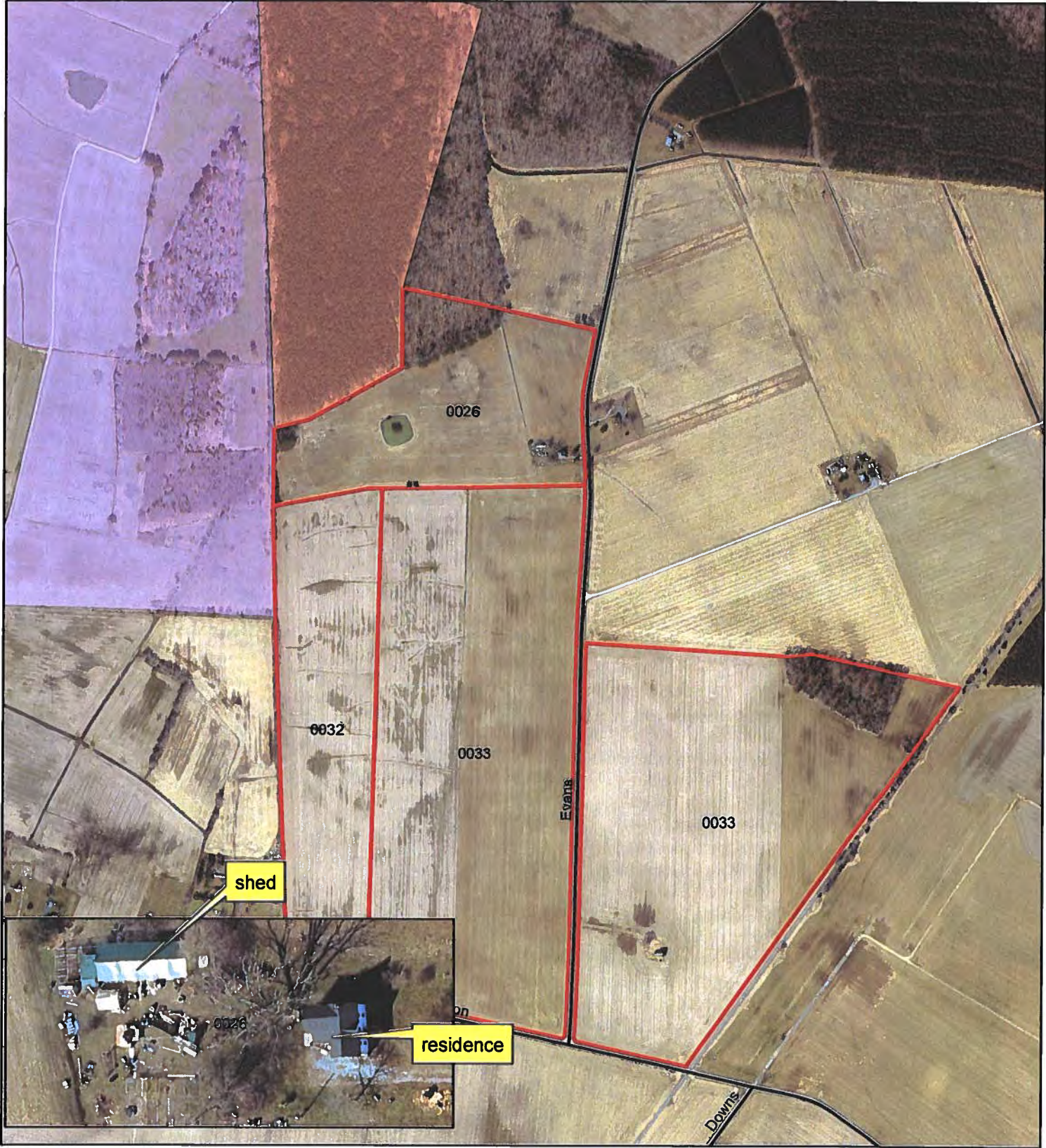
2019 aerial image



-  Subject Property
-  MALPF Easement
-  State Lands

Owner: Butler & Fair
Tax Map 69, Parcel 41
Soils: 82% class I, II, III
Soils index: 38.2

FY 23 MALPF Easement Sale Application



2019 aerial image



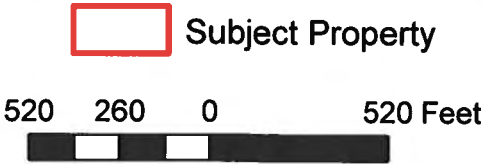
Owner: Cantwell
TM 31, Parcel 26, 32, 33
Soils: 95% Class I, II and III
Soils index: 56.7

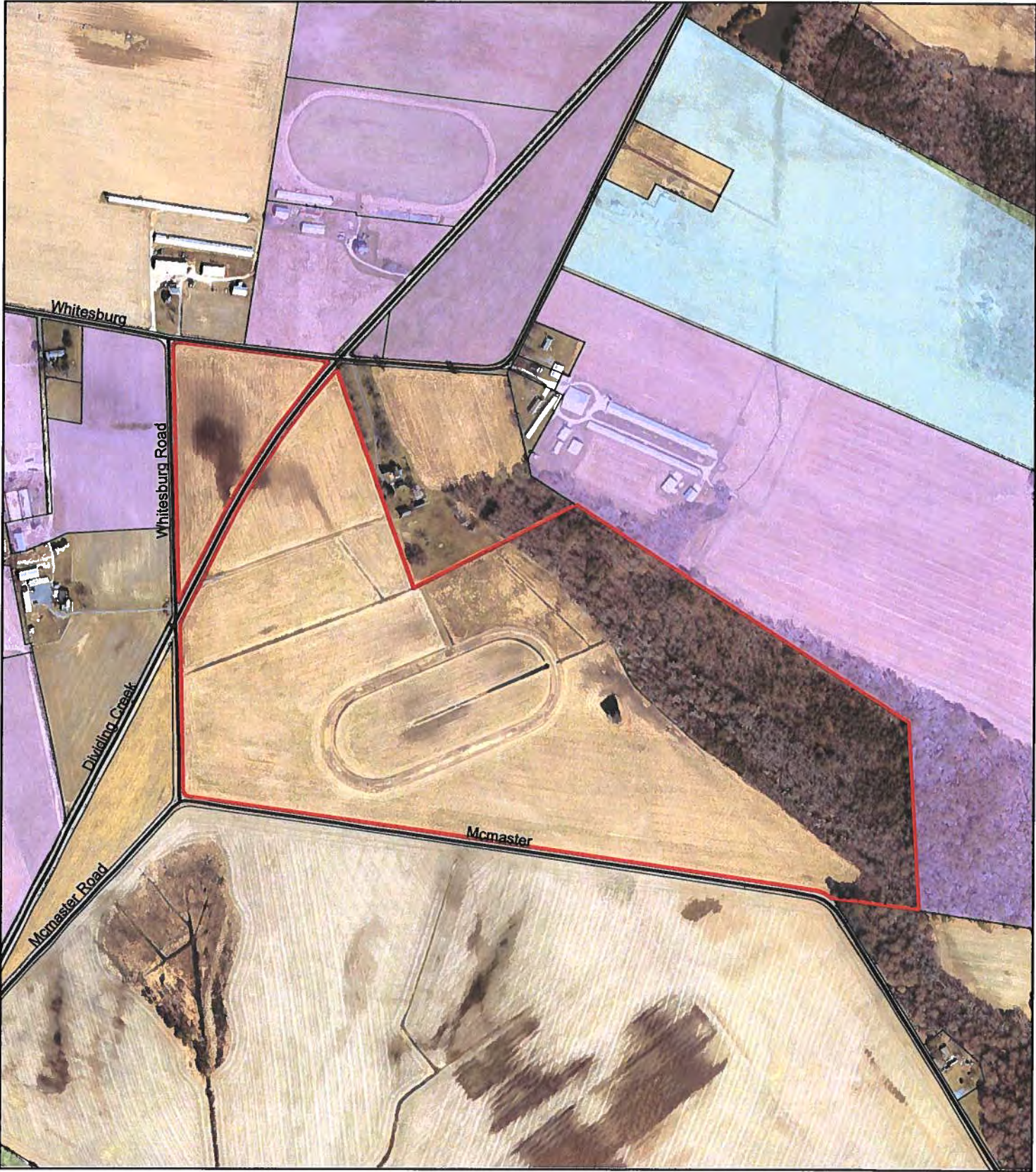
- LSLT MET Easement
- MALPF Easement



2015 tax map

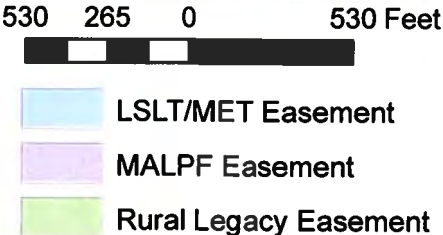
Owner: Fair
TM 93, Parcel 41
Soils 58% Class I, II and III
Soils index: 28.1

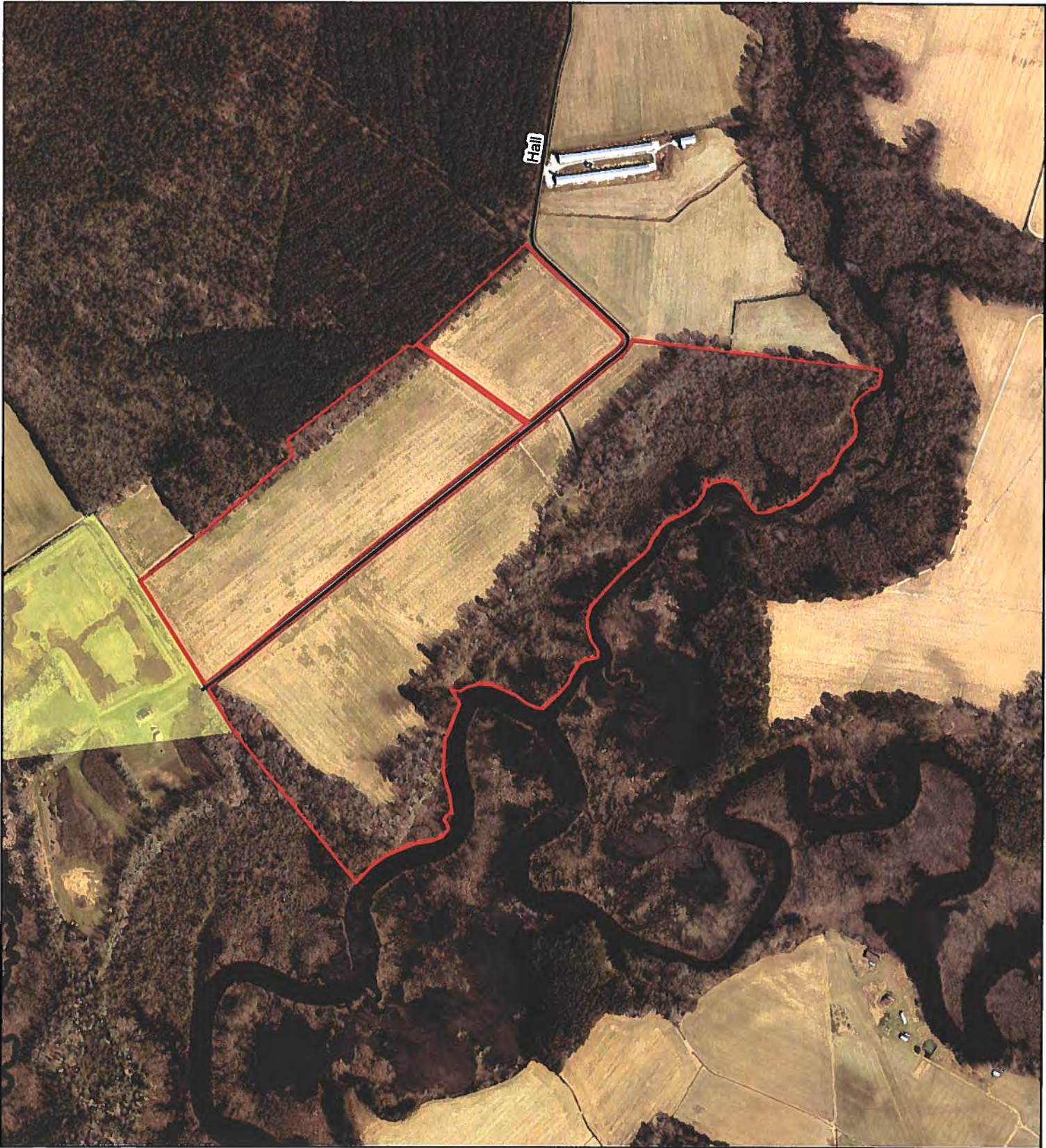




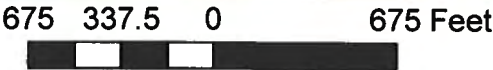
2019 aerial image
Glad Mar Land Co.
TM 77, Parcel 9

Soils: 93% Class I, II and III
Soils index: 46.2





2019 aerial image

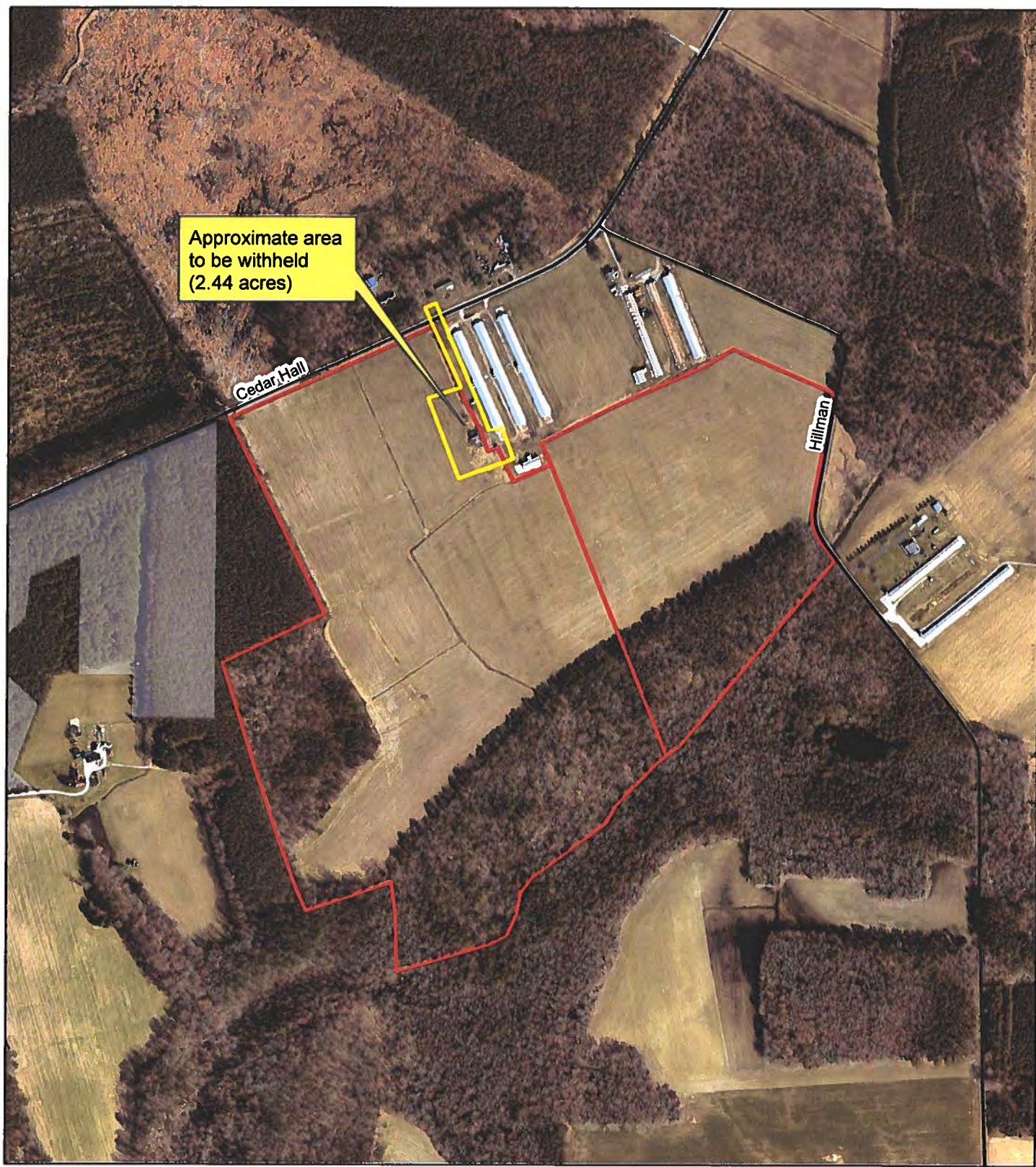


Owner: Guy
TM 99, Parcel 27
Soils: 86% Class I, II and III
Soils index: 44

Subject property

CREP Easement

30 - 12



2019 aerial image

Owner: Holland/Holland
TM 91, Parcel 42, 122
Soils: 91%
Soils index: 56.9

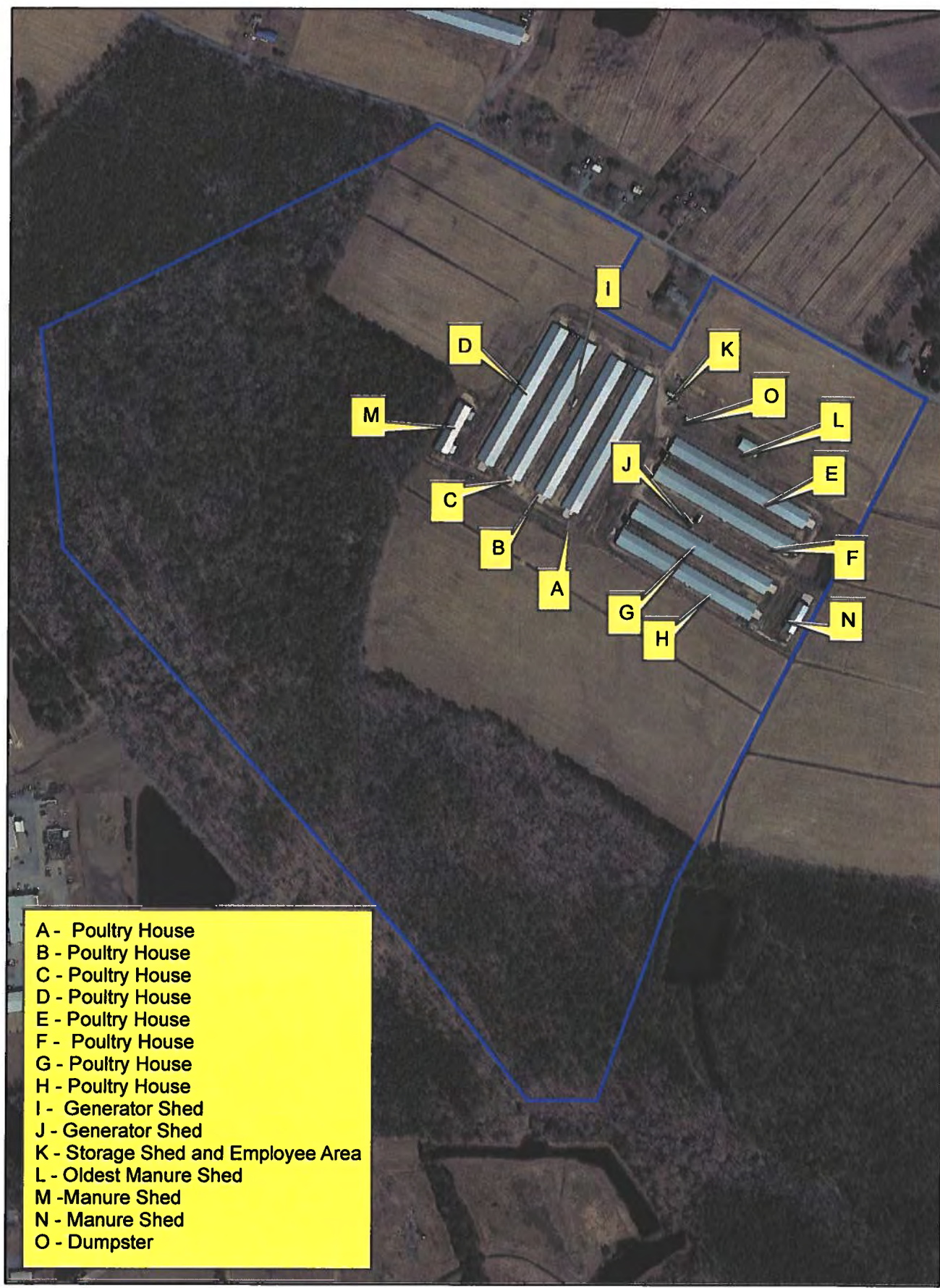
Subject Property

LSLT_MET



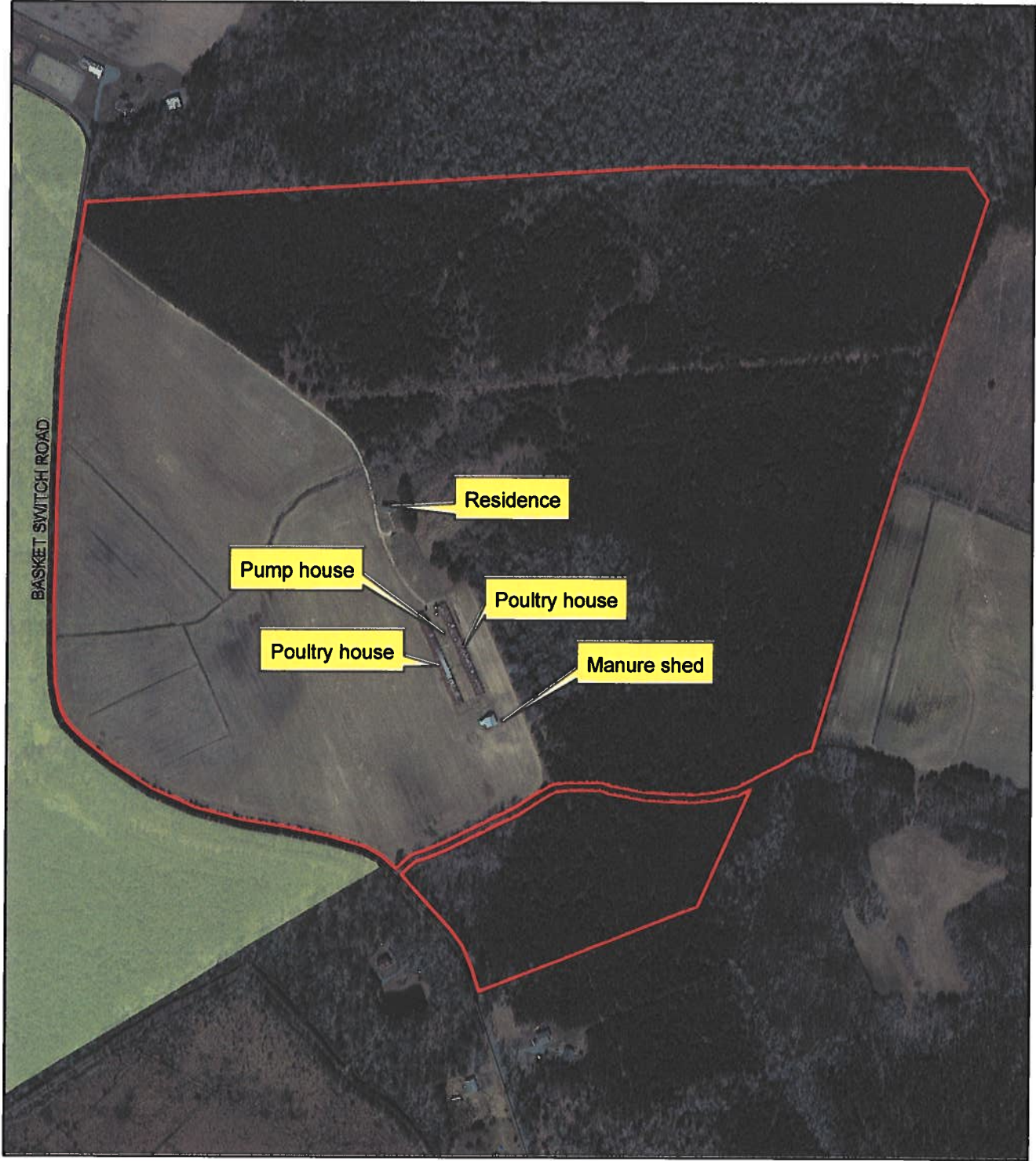
FY 23 MALPF Easement Sale Application
 Piper
 TM 92, Parcel 69
 144.93 acres

Soils index: 41.57
 90% class 1, 2, 3 soils
 3 subdivision rights remaining (4 residential units)



- A - Poultry House
- B - Poultry House
- C - Poultry House
- D - Poultry House
- E - Poultry House
- F - Poultry House
- G - Poultry House
- H - Poultry House
- I - Generator Shed
- J - Generator Shed
- K - Storage Shed and Employee Area
- L - Oldest Manure Shed
- M - Manure Shed
- N - Manure Shed
- O - Dumpster

FY 23 MALPF Easement Sale Application



2019 aerial image

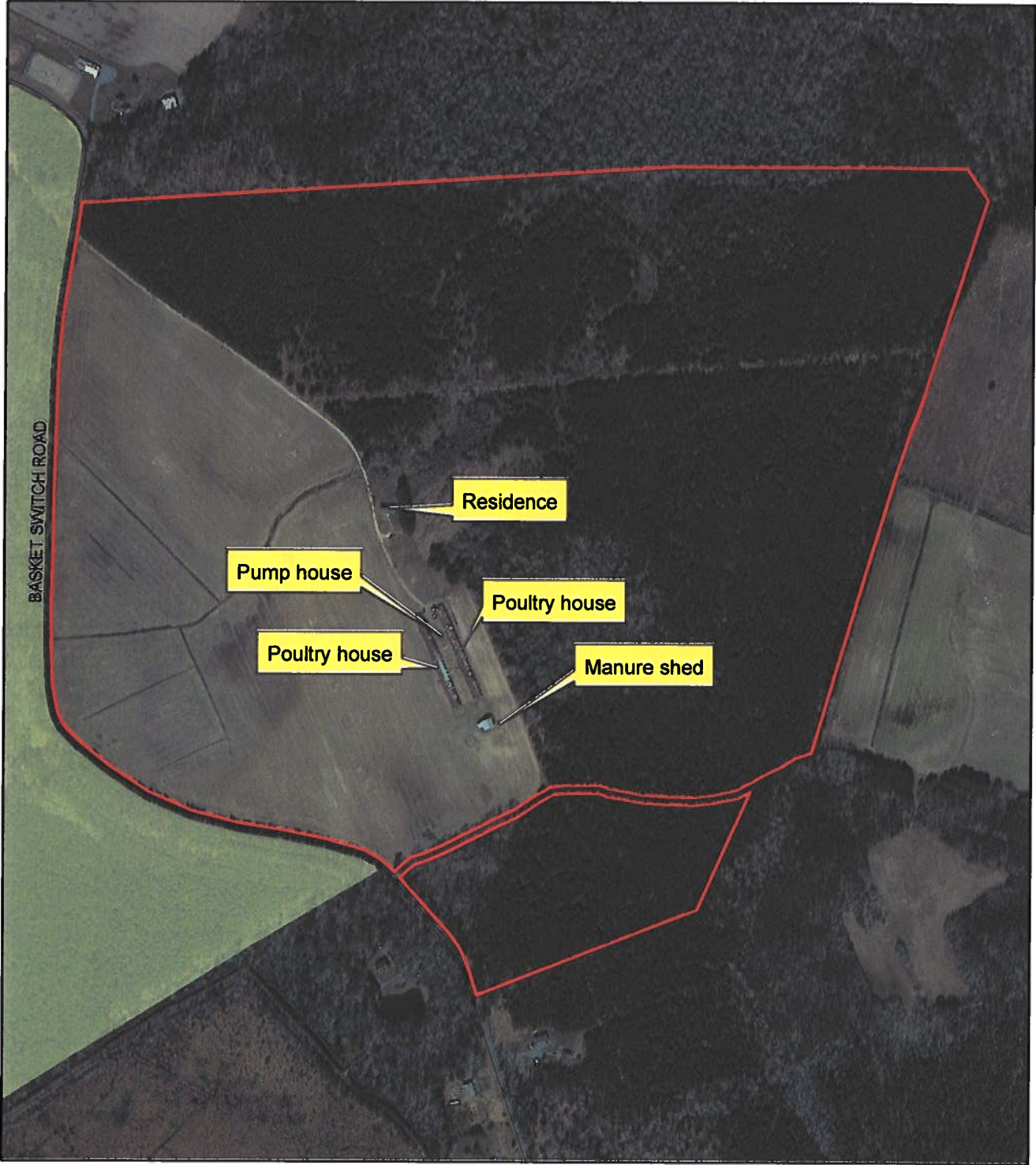
Owner: Queponco Farms
TM 49, Parcel 71

Soils: 83% Class I, II and III soils
Soils index: 46

Subject Property

DNR-held Conservation Easement

FY 23 MALPF Easement Sale Application



2019 aerial image

Owner: Queponco Farms
TM 49, Parcel 71

Soils: 83% Class I, II and III soils
Soils index: 46

0.1 0.05 0 0.1 Miles

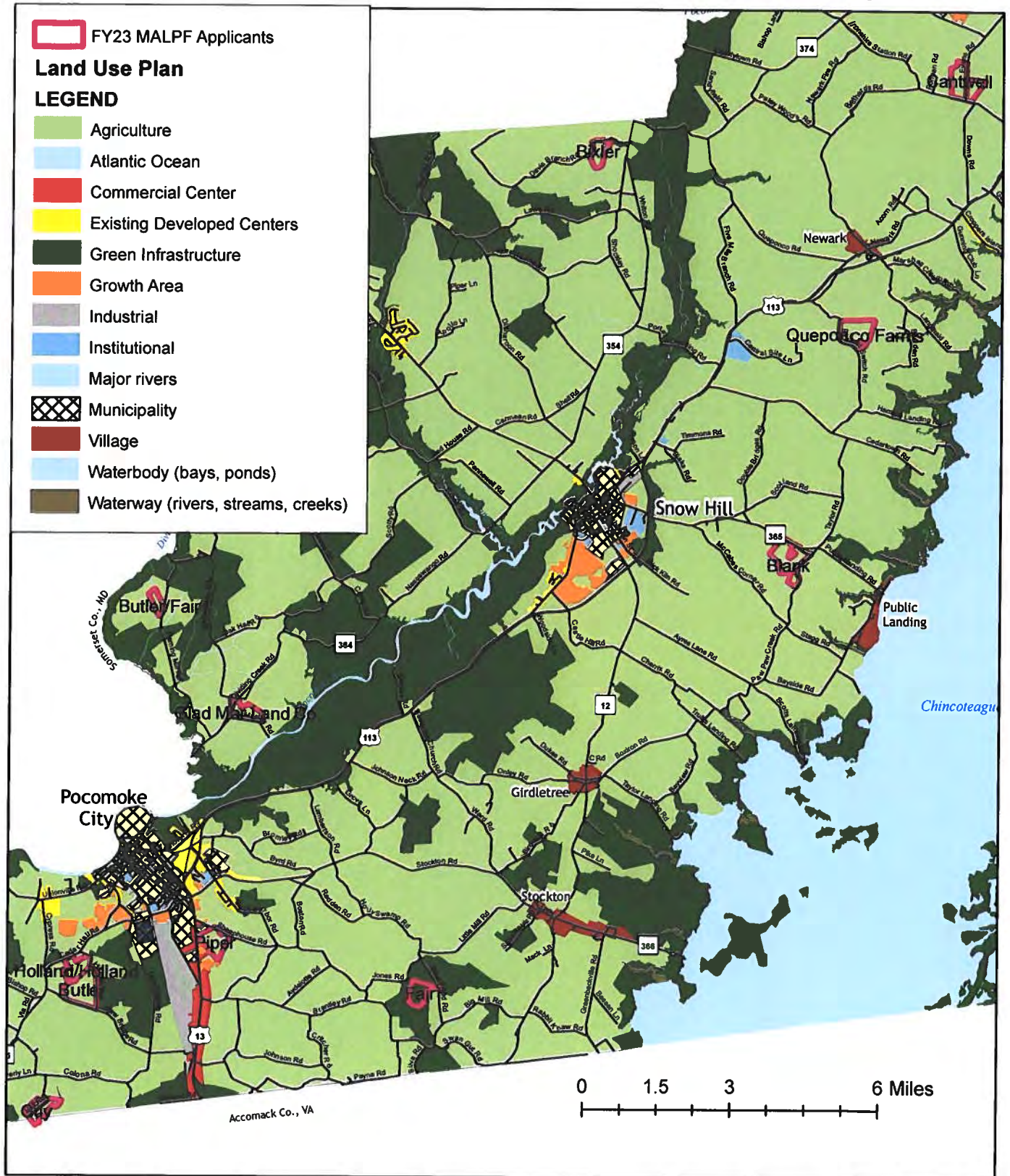
Tax_ply selection

Subject Property

DNR-held Conservation Easement

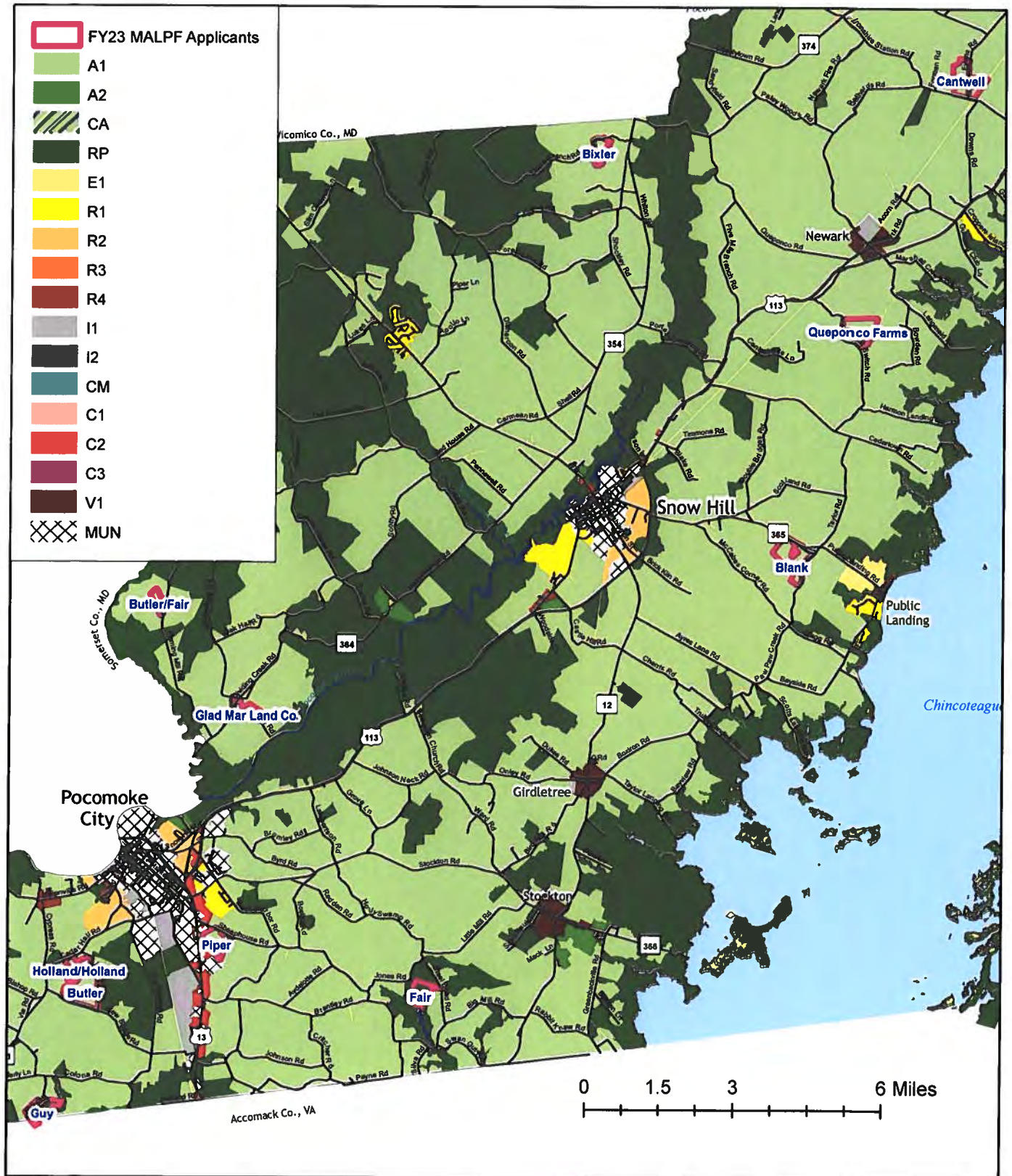
Subject Property

FY23 MALPF Applicant Properties and 2006 Land Use Plan, Worcester County, MD



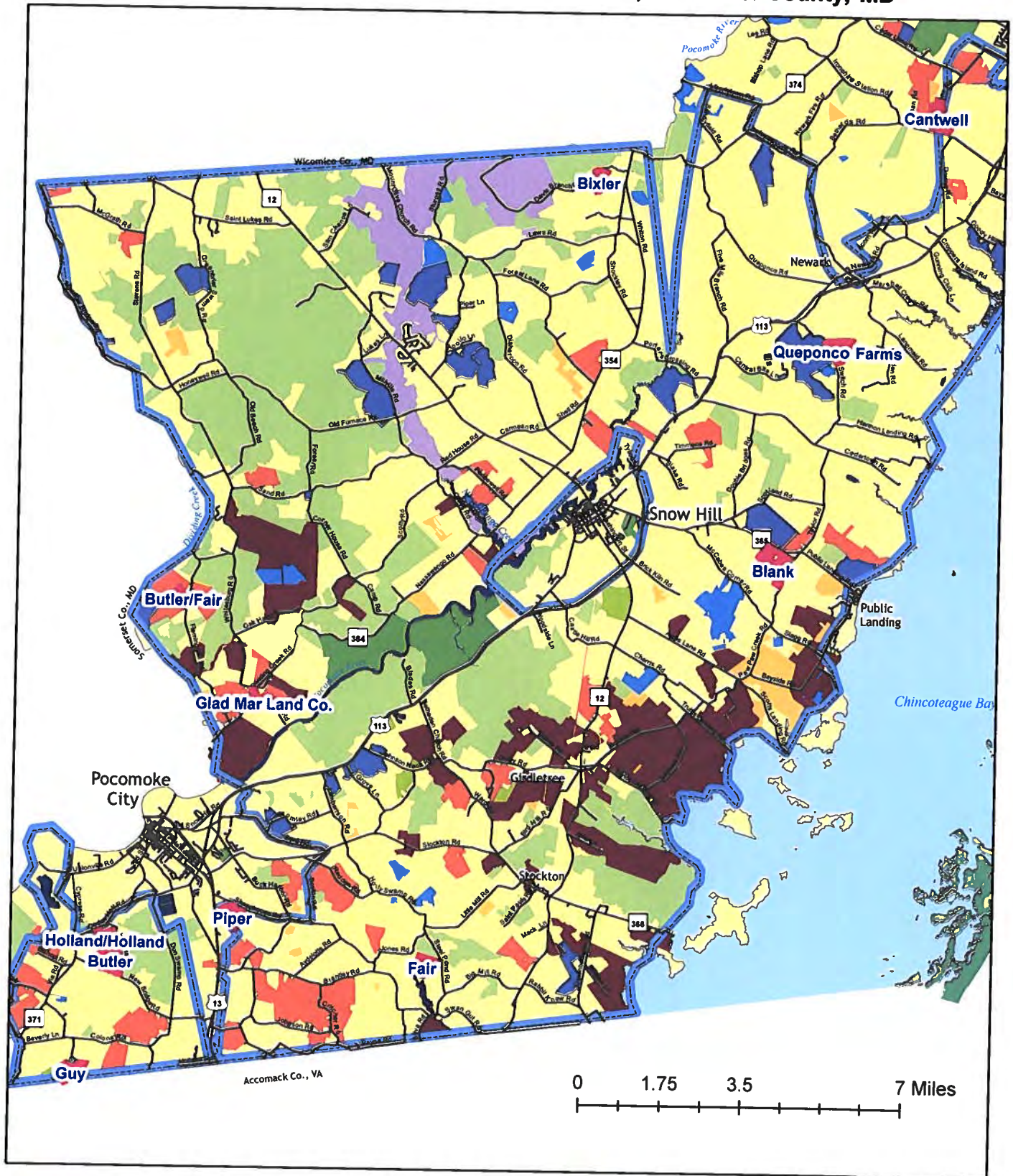
Map prepared 6/24/2022
Worcester County Dept of Environmental Programs

FY23 MALPF Applicant Properties and Zoning, Worcester County, MD



Map prepared 6/24/2022
Worcester County Dept of Environmental Programs

FY23 MALPF Applicant Properties and Protected Lands, Worcester County, MD



- | | |
|---|--|
| FY23 MALPF Applicants | Federal Lands |
| Priority Preservation Area | Parks |
| MALPF Easements | DNR-held Conservation Easements |
| Rural Legacy Easements | State Land |
| LSLT/MET Easements | TNC |
| CREP Easements | Wetland Reserve Easements |



Map prepared 6/24/2022
Worcester County Dept of Environmental Programs