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

November 1st, 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 personnel summary update and certain personnel matters with huma resources, discussion of acquisition of real property, receiving legal advice, and performing administrative functions	ın
10:00 -	Call to Order, Prayer (Reverend Mary Haggard), Pledge of Allegiance	
10:01 -	Report on Closed Session; Review and Approval of Minutes from October 18th, 2022 Meeting	
10:02 -	Commendations and Proclamation for Years of Service, Adoptive Parents of the Year, National Adoption Month, American Education Week, National Hospice Month	
		1
10:05 -	Consent Agenda	
10.00	(Out of State Travel Request, Housing Rehab Bid Award and Waiver, Comprehensive Plan Public Engagement Request to Bid)	
	Engagement request to Bia,	2-4
10:10 -	Chief Administrative Officer: Administrative Matters	
10.10 -	(Board of Education Capital Improvement Program, Bond Issuance Resolution, Rural Legacy Cont of Sale, Board Appointments)	ract
	or said, 2 on a rappointments)	5-8
12:00-	Questions from the Press; County Commissioner's Remarks	
	Lunch	
1:00 PM -	Chief Administrative Officer: Administrative Matters (if necessary)	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING



Minutes of the County Commissioners of Worcester County, Maryland

October 18, 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 Bertino, seconded by Commissioner Nordstrom, 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 Candace Savage (press release for her and Kim Reynolds), County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton, Brian Jones and Lance Thomas. Topics discussed and actions taken included the following: promoting Budget Officer Candace Savage to deputy chief administrative officer and Senior Budget Accountant Kim Reynolds to budget officer in County Administration, transferring Emergency Communications Specialist II Mae Mills to office assistant IV in Emergency Services, and hiring Allen Olsen as a landfill operator II in the Solid Waste Division of Public Works; reviewing a personnel summary update and certain personnel matters with Human Resources; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments and data storage.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to adjourn their closed session at 9:40 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 Snow Hill/Newark United Methodist Church circuit, and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners paused for a moment of silence to honor long-time business leader Hale Harrison who passed away October 17, 2022.

The commissioners reviewed and approved the open and closed session minutes of their October 4, 2022 meeting as presented.

The commissioners presented commendations to Corporal Alisha Morton and Sergeant Eric Elliott, who have been named the Worcester County Correctional Officers of the Year for 2022 for their distinguished service to the Worcester County Jail.

The commissioners presented commendations to the 2022 Volunteer Spirit of Worcester County awards recipients. They include Individual Spirit Award recipients Andy Blizzard, Larry Batis, and Belinda Rose Bender; Emerging Leader Spirit Award recipients Gabe and Graham Geiser, and Katie, Corey, and Eric Rimel; Group/Team Spirit Award recipients Berlin Branch Library Gardeners, and Ocean City Chamber of Commerce Young Professionals Group; and Lifetime Achievement Spirit Award recipient Ron Pilling.

The commissioners presented a proclamation recognizing October 24-28, 2022 as Economic Development Week to Tourism and Economic Development Director Melanie Pursel and other economic development professionals from across the County. The commissioners highlighted the County's membership with the Maryland Economic Development Association (MEDA) and partnerships with the area chambers of commerce to bring jobs and capital and to promote economic development as an investment in the region and throughout all of Maryland.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 4-7 as follows: out-of-state travel for one individual in Emergency Services to attend the 2022 APCO Nexus 360 conference in Arlington, Virginia from November 1-3, 2022; a Local Management Board (LMB) Community Partnership Agreement for grant funds of \$927,531 for FY23 LMB programs and strategies; a track equipment donation from Recreation and Parks to Stephen Decatur High School; and bid documents for dirt hauling from the Langmaid Road borrow pit to the Central Landfill.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Bertino, the commissioners unanimously approved the State Homeland Security Program 2022 Sub-Recipient Grant Agreement administered by the Maryland Department of Emergency Management for the Department of Homeland Security awarding Worcester County Emergency Services a total of \$74,876.33 for staff training and \$87,467 for programs, such as cyber security within the County.

Pursuant to the request of Budget Officer Candace Savage and upon a motion by Commissioner Bertino, the commissioners unanimously approved budget transfers within the Sherriff's Office of \$82,017 for fuel and within the Roads Division of Public Works of \$60,825 for fuel and \$14,920 for vehicle maintenance. In response to a question by Commissioner Bertino, Ms. Savage advised that these funds would come from the County fund-balance.

Sheriff Matthew Crisafulli and Colonel Doug Dods presented a request to convert nine vacant positions from part-time to full-time at an additional cost of \$235,000 for the remainder of FY23 and \$387,353.57 annually. In response to questions by Commissioner Bertino, Sheriff Crisafulli advised that he has received no applications to fill the seven part-time vacancies within the courts and one part-time vacancy within the public schools. He further confirmed that he is not seeking to purchase additional vehicles for these positions at this time, but rather would hold back vehicles that were being transitioned.

In response to questions by Commissioner Elder, Sheriff Crisafulli stated that he is working to convert all part-time deputy positions to full-time (2,080 hours annually) to recruit and retain deputies, which will help to alleviate some of the existing over-time. He further

confirmed that there are 88 deputies, which after accounting for mandatory trainings, office hours, and vacations, a full-time deputy is only working in the field 1,660 hours annually.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to convert nine positions within the Sheriff's Office from part-time to full-time.

The commissioners met in legislative session.

The commissioners conducted a public hearing on Bill 22-18 (Zoning – Food Waste Composting Facilities), which was introduced by Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom, and Purnell on September 20, 2022. Development Review and Permitting (DRP) Director Jennifer Keener stated that this bill would amend the Zoning Ordinance to allow food waste composting facilities for agricultural and commercial purposes by special exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District; add definitions related to food waste composting; and add standards for food waste composting. She advised that this would allow the use of food waste that has been composted on a farm to be used on a farm and would allow commercial facilities to sell the finished product to the public. Ms. Keener advised that the setbacks mirror those of the State, with a twist on it to meet the County's agricultural standards. She concluded that the Assateague Coastal Trust submitted a letter supporting the draft bill, and the Planning Commission gave a favorable recommendation to the amendment.

Commissioner Mitrecic opened the floor to receive public comment.

Thomas Garvey Heiderman of Ocean Compost and The Hobbit Restaurant urged the commissioners to adopt Bill 22-18 to create a consistent path for people to be able to operate composting sites. He stated that he has been operating a compost pile in Bishopville with zero complaints and has voluntarily had the Maryland Department of the Environment (MDE) onsite. Furthermore, he thanked DRP staff for their efforts to work with him to create a streamlined process for anyone seeking to operate an agricultural or commercial composting site. In response to questions raised by Commissioner Elder, Mr. Heiderman advised that a properly-maintained compost pile does not smell. Ms. Keener confirmed that any potential issues could be addressed through the proposed nuisance plan to be included as part of the application process, and the bill includes setback requirements for compost piles of 100 feet from property lines and 300 feet from houses, and screening requirements. In response to questions by Commissioner Mitrecic, Mr. Heiderman confirmed that he removed six tons of waste from the stream the first year, 40 tons the second year, and expects to remove about 105 tons this year. He advised that this indirectly benefits Worcester County, as the tonnage can be credited toward the County's recycling efforts.

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

Upon a motion by Commissioner Nordstrom, the commissioners unanimously adopted Bill 22-18 as presented.

The commissioners conducted a public hearing on a Comprehensive Water and Sewerage Plan amendment submitted by Mark Cropper, on behalf of Royal Farms, for a proposed amendment to the Water and Sewerage Plan to expand the sewer planning area for Pocomoke City to add the Royal Farms store located at 2497 Lankford Highway in New Church, Virginia.

Following a January 18, 2022 public hearing, a similar amendment filed by Pocomoke City Manager Jeremy Mason failed 3-3, with Commissioners Mitrecic, Nordstrom, and Purnell voting in favor, Commissioners Bertino, Bunting, and Elder voting in opposition, and Commissioner Church absent. Then on March 15, 2022, Commissioner Church made a motion, which passed 4-3, with Commissioners Bertino, Bunting, and Elder voting in opposition, to revisit the proposed amendment to the Water and Sewerage Plan to expand the sewer planning area for the Town of Pocomoke City to serve the Royal Farms.

Environmental Programs Director Bob Mitchell reviewed the amendment, which would allow the Royal Farms to connect to an existing sewer line that runs from the corporate limits of Pocomoke City to the Virginia Line, where it serves the Virginia Welcome Center. He advised that this potential new customer would add nine equivalent dwelling units (EDUs) of flow, according to Pocomoke City officials, with Royal Farms to prepay a one-time, \$300,000 flat fee for metered sewer usage for the period beginning in 2021 and extending through December 31, 2026, as well as the tie-in/hook up, and permit fees. Mr. Mitchell concluded that the Planning Commission granted a favorable recommendation to the amendment.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Cropper reviewed the history of the store's failing septic, recognized that past efforts to tie into Pocomoke City's Wastewater Treatment Plant (WWTP) have been controversial, and noted that, without service from Pocomoke City, the store could be forced to cease operating. He advised, however, that similar situations exist in Worcester County. Specifically, 240 northern Worcester County properties assessed at \$78 million receive public services from Delaware. He noted that the most of the 34-40 Royal Farms' employees and the store's customers reside in Worcester County, making the store a direct economic benefit to the town and County. Mr. Cropper concluded that the town is already treating the sewage from the Royal Farms by way of pumping and hauling, and he asked the commissioners to approve the amendment to allow the sewage to continue to be treated by Pocomoke by hooking into the sewage line, a move that would keep the Royal Farms in New Church alive. In response to questions by Commissioner Bunting, Mr. Cropper reviewed the streets in northern Worcester County where homes receive public services from Delaware.

Chris Bollino, of Severna Park and construction manager for Royal Farms, concurred with the staff report and the Planning Commission's findings that the amendment is consistent with the County's comprehensive plan. He stated that the septic system at this location has already been replaced once, and the only way for the store to continue to operate will be to connect to public sewer from Pocomoke City.

Jeff Harmon, a professional civil engineer with the Becker Morgan Group of Salisbury, adopted the staff report and Planning Commission's findings as part of his testimony. He advised that runoff from the store flows north toward the Pocomoke City watershed, and allowing this location to tie into public sewer would eliminate the possibility of septic overages flowing into the watershed.

Retired Environmental Programs Director and Planning Commission member Rick Wells of Bishopville stated that he voted against the amendment when it came before the Planning Commission because there is no benefit to the County in such an arrangement. Furthermore, if the commissioners were to consider such a request, the necessary amendment should be between the County and another government entity, not a for-profit business.

Stephen Katsanos of South Point concurred with comments made by Mr. Wells. He also express concerns regarding the fee structure. In response to his concerns, Mr. Mitchell advised that the hook up and monthly rate charges are included in the \$300,000 prepayment from Royal Farms to the town.

Mr. Mason advised that Pocomoke City owns the WWTP, and the \$300,000 pre-payment will make it possible for the town to make improvements to that facility. In response to concerns raised by Commissioners Bertino and Bunting, Mr. Harmon advised that the Virginia Department of Transportation (VDOT) had approved the project. Commissioner Nordstrom stressed that this hookup is needed to address environmental and concerns and to help the town pay for much-needed infrastructure improvements.

Commissioner Bertino stated that the issue today is about economics, the cost involved to pump and haul waste verses tying directly into a sewer line to the Pocomoke WWTP. He warned that approving this amendment would set a precedent for the County to subsidize growth in Accomack County, but receive no benefit from property tax revenues in return. He suggested that similar requests in the future should be submitted within the framework of an agreement between the County and Accomack County and/or the State of Virginia. Commissioner Elder concurred. Commissioner Church disagreed. He likened the amendment to a good neighbor policy, with benefits on both sides.

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

Following much discussion, a motion by Commissioner Bertino to deny the Water and Sewerage Plan amendment submitted by Royal Farms and to potentially consider such an amendment in the future in cooperation with Accomack County and/or the State of Virginia failed 3-4, with Commissioners Bertino, Bunting, and Elder voting in favor of the motion and Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in opposition.

Following continued discussion and upon a motion by Commissioner Nordstrom, the commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to approve the amendment to the Water and Sewerage Plan and expansion of the Pocomoke City sewer planning area to include the Royal Farms store in New Church, Virginia, contingent upon Pocomoke City entering into an agreement with the Virginia Department of Transportation. The commissioners further agreed to schedule a meeting with Accomack County officials to discuss issues that include public sewer, fire, and emergency medical services.

The commissioners recessed for 10 minutes.

The commissioners conducted a hearing on Nuisance Abatement Order No. 22-1, pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland for a property located at 10130 Silver Point Lane in West Ocean City. Property owner Sharon Brown advised that her family has made substantial progress to abate the nuisance by having two sailboats on the property removed, but needs more time to have another moved. Therefore, she requested a 30-day extension to the nuisance abatement order.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners agreed to grant Ms. Brown a 60-day extension.

Commissioner Mitrecic closed the legislative session.

Pursuant to the request of Budget Officer Candace Savage and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved FY22 year-end budget transfers totaling \$339,698.

Pursuant to the request of Ms. Savage and upon a motion by Commissioner Bertino, the commissioners unanimously approved the FY22 Reserve for Assigned Encumbrances totaling \$2,630,080.

The commissioners agreed to postpone discussions regarding appointments to the Tri-County Council for the Lower Eastern Shore until their November 15, 2022 meeting.

The commissioners conducted a work session with lobbyist Paul Ellington of State and Local Advisors to identify the County's legislative priorities ahead of the 2023 Maryland General Assembly session in Annapolis January 11 – April 10, 2023. Mr. Ellington reviewed general information about the dynamics of the General Assembly, which he noted will have a new administration for the first time in eight years. He stated that it will be important to introduce the State legislators to the unique challenges the County faces, challenges that often conflict between the needs and interests of urban and rural counties. For example, he noted that the top for initiatives of the Maryland Association of Counties are not bad for Worcester, but they do not reflect any of the initiatives that the County is seeking to address. Therefore, he noted that it will be important to bring the State and federal representatives together to be proactive and speak on the County's needs with one voice. Top initiatives considered during the work session include but are not limited to broadband, the wealth formula, and bond money.

Following some discussion, the commissioners thanked Mr. Ellington for meeting with them and agreed to schedule a legislative priorities luncheon with him and the State and federal Eastern Shore delegates.

Commissioner Nordstrom extended his thanks to personnel in the Roads Division of Public Works for installing rumble strips on Bayside Road in the area of Public Landing to address speeding and public safety concerns.

The commissioners paused for a moment of silence to honor Stockton Volunteer Fire Company Chief Neil Payne who passed away October 16, 2022.

The commissioners answered questions from the press, after which they adjourned to meet again on March 1, 2021.

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



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CHIEF ADMINISTRATIVE OFFICER

JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE
COUNTY ATTORNEY

Morcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

COMMENDATION

WHEREAS, Anne C. Turner has contributed 24 years of dedicated service to the Circuit Court for Worcester County where she began her career on September 8, 1998; and

WHEREAS, Ms. Turner played an integral role as the family support services coordinator where she planned, developed, and implemented all programs and services operated by the Court's Family Division, and she also provided oversight of the internal daily operation, management, and administration of the Family Division.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, 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

ITEM 1

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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, Christine and Michael Brown have been named the 2022 Worcester County Adoptive Parents of the Year for providing a loving, caring, nurturing, and permanent home environment to their four adopted children; and

WHEREAS, the Browns go to great lengths to provide for their adopted children while continuing to welcome vulnerable youth into their home and provided each with warmth, empathy, and compassion, as well as the vital family connections they need to grow and thrive.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Christine** and **Michael Brown** for partnering with the Worcester County Department of Social Services to foster young lives locally.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, in the Year of Our Lord Two Thousand and Twenty-Two.



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COUNTY ATTORNEY



GOVERNMENT CENTER

ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland 21863-1195

PROCLAMATION

WHEREAS, during National Adoption Month, we recognize that youth from birth through high school thrive in loving families with parents who protect, nurture, and support them, and we stand with Worcester County Department of Social Services (DSS) professionals to highlight the ongoing need for adoptive families for children and teenagers alike; and

WHEREAS, Worcester County DSS partners with families to secure the resources, support, and care that are vital to the future success of area youth who lack these foundational elements and that bring the joy of adoption to families.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize November as **National Adoption Month** in Worcester County, and we extend our gratitude to the selfless men and women helping Worcester County sons and daughters find stability as valued members of forever families through adoption.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, in the Year of Our Lord Two Thousand and Twenty-Two.



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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland 21863-1195

PROCLAMATION

WHEREAS, this American Education Week, November 13-19, 2022, we recognize that Worcester County Public Schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise to provide young people with the tools they need to succeed in all areas of life; and

WHEREAS, by equipping youth with both practical skills and broader intellectual abilities, Worcester County Public Schools give them hope for, and access to, a productive future. Furthermore, education employees--be they custodians or teachers, bus drivers or librarians--work tirelessly to serve our children and communities with care and professionalism.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim November 13-19, 2022 as **American Education Week** in Worcester County and recognize our shared responsibility to provide youth with access to great public education.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, in the Year of Our Lord Two Thousand and Twenty-Two.



Joseph M. Mitrecic, President	
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GOVERNMENT CENTER

ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland 21863-1195

PROCLAMATION

WHEREAS, during National Hospice Month, we recognize the skilled and compassionate care providers partnering with Coastal Hospice and Palliative Care to provide Worcester County residents and their families who face serious, life-limiting illness, death, and grief with comprehensive services and support; and

WHEREAS, for over four decades, Coastal Hospice has been promoting dignity and quality of life for patients and families who face life-limiting conditions. The Coastal Hospice team of more than 200 employees and dedicated volunteers are frontline workers, serving patients and families in Worcester, Wicomico, Somerset, and Dorchester counties.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim November 2022 as **Coastal Hospice Month** at the **Macky and Pam Stansell House**.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, in the Year of Our Lord Two Thousand Twenty-Two.



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Theodore J. Elder, Vice Presider
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Diana Purnell



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

Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: October 21, 2022

RE: Out of State Travel Request - NRPA Event Management School

Out of State Travel Request

Recreation		3	100.1601.400.7000.040
Department		# of Attendees	GL Account Code
Wheeling, West Virginia		1/15/2023	1/20/2023
Desti	nation	Depart	Return
Purpose of Travel:	Parks Association - Event I West Vriginia, January 16 professionals responsible	tion for Recreation staff to attend Management School held at the 0 - 20, 2023. This school is designe for the design, development, and ng and all meals. Funding was res	Oglebay Resort in Wheeling, d for Recreation & Parks I execution of events of any size.
Estimated Costs:	Lodging Meals Registration Fees Car Rental Other Transportation Other	\$0 included included \$6,898 0	
	Total	\$6,898	



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**

Memorandum

To:

ZONING DIVISION

BUILDING DIVISION

ADMINISTRATIVE DIVISION

Worcester County Commissioners

CC:

File

From: Davida T. Washington

Date: 10/21/2022

Re:

Housing Rehabilitation Program - Joyce Pitts Project #2

I am requesting your acceptance of the bid from Poseidon Plumbing and Home Services (\$5,170.00) for the proposed renovations pertaining to a housing rehabilitation project located in Berlin, MD. This acceptance is contingent upon approval of a waiver request from DHCD. A copy of the draft letter is attached.

A bid opening was held on Monday, June 13 for the proposed renovations. Bids were received for the HVAC, but not the general rehabilitation work for this property. Direct solicitation was conducted at the direction of DHCD to four companies and 2 bids were submitted:

Poseidon Plumbing and Home Services

\$5,170.00

Shoreman Construction

\$5,200.00

This rehabilitation portion of this project was temporarily suspended as funds were not available until the new funding cycle (MD-23-CD-25) began on Oct. 18. Copies of the scope of work and proposed costs are attached for your review.



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

DRAFT

ADMINISTRATIVE DIVISION CUSTOMER SERVICE DIVISION TECHNICAL SERVICES DIVISION

November 1, 2022

ZONING DIVISION

BUILDING DIVISION

DATA RESEARCH DIVISION

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.

Joyce Pitts

211 Flower St., Berlin, MD 21811

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 - \$5,200.00

Poseidon Plumbing and Home Services - \$5,170.00

For the most expeditious solution as this transaction fell between grant cycles, the Worcester County Commissioners have accepted the bid presented by <u>Poseidon Plumbing and Home Services</u>. 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. Pitts's case, please contact me at 410-632-1200, ext. 1171 or via email at dwashington@co.worcester.md.us.

Sincerely,

Davida Washington
Worcester County Housing Rehab.Coor.

PROJECT: JOYCE PITTS	DATE: 05-09-2022		
ADDRESS: 211 Flower St.			
BERLIN, MD 21811	e c		
PHONE: 410-641-3473	• *:		
	SCOPE OF WORK		
	glass and sashes (top and bottom) in 2 windows. Low E		
insulated glass to meet current Energy S	· _		
	PRICE: 3,140.00		
B. BI-FOLD DOOR REPAIR Replace top hardware of left-side laund	ry closet door. PRICE: 510.06		
	2		
C. SMOKE DETECTORS HARD WIRED Install 4 hard wired smoke detectors according to code requirements. If hard wiring new units, results in a hardship for labor or work required, battery units will be sufficient. PRICE: 1, 520.00			
Clean up and haul away all old materials	s and any construction debris remaining.		
TOTAL PRICE: \$ 5, 170.00			
SIGNATURE: HAS A			
PRINTED NAME: Matthew	Stock		
TITLE: Member, LLC	<u> </u>		
^ (lumbing and Home Services		
ADDRESS: 12637 Sunse	+ Ave #1 ocen city, no 21842		
PHONE NUMBERS: OFFICE: 410-	-251-1096 CELL: 239-560-2214		
MHICH: 135020	EXPIRATION DATE: 10-12-2023		
DATE OF PROPOSAL: 6/30/20	22		
I have reviewed the above specification	s and hereby accept as written.		
	Date		

PROJECT: <u>JOYCE PITTS</u>	DATE: <u>05-09-2022</u>
ADDRESS: 211 Flower St.	_
BERLIN, MD 21811	_
PHONE: 410-641-3473	⊀.
	SCOPE OF WORK
A. REPLACE GLASS AND TWO SASHES II	
	glass and sashes (top and bottom) in 2 windows. Low E
insulated glass to meet current Energy	
9	PRICE: \$2,280.00
B. BI-FOLD DOOR REPAIR	9
Replace top hardware of left-side laun	dry closet door. PRICE: 41,600.00
C. SMOKE DETECTORS HARD WIRED	ccording to code requirements. If hard wiring new units, results
in a hardship for labor or work require	
•	PRICE: \$1, 400.00
Class up and hall away all old materia	als and any construction debris remaining.
TOTAL PRICE: # 5,200.0	
1212	
SIGNATURE: WWW.	0 1/5000 7 70
PRINTED NAME: 1N1LL 1 AM	C. HEARD, AR.
TITLE: OWNER	
	MAN GODET RUCTION. GO., INC
ADDRESS: 606 E. PINE	STREET
PHONE NUMBERS: OFFICE: 41	0-896-3200 CEU: 443-359-0095
MHIC#: 5859	EXPIRATION DATE: 10-29-2023
DATE OF PROPOSAL: 7-6-20	22
I have reviewed the above specification	ons and hereby accept as written.
80	
Oversor	Date

ITEM 4



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: Nicholas W. Rice, Procurement Officer

DATE: November 1, 2022

RE: Request to Bid – Comprehensive Plan Update: Public Engagement Program

Attached for your review and approval are proposal documents for contracting with a consulting firm for the purpose of actively engaging the public through the development and implementation of a public engagement program for the State-mandated update to the County's Comprehensive Plan. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding in the amount of \$50,000 for these services was approved in the current FY23 operating budget in account 100.1008.6530.040 Consulting Services.

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



ADVERTISEMENT

Proposal Solicitation – Comprehensive Plan Update Public Engagement Program

Worcester County is seeking Proposals from qualified Vendors to contract with a consulting firm for the purpose of actively engaging the public through the development and implementation of a public engagement program for the State-mandated update to the County's Comprehensive Plan in conformity with the requirements contained herein Proposal Documents.

Proposal Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at nrice@co.worcester.md.us or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's website. Vendors are responsible for checking this website for addenda prior to submitting their Proposals. Worcester County is not responsible for the content of any Proposal Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Proposal Documents.

The last day for questions will be noon on Monday, November 21, 2022. Sealed Proposal Documents are due no later than 2:30pm on Tuesday, November 29, 2022 and will be opened and read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Proposal Documents will not be accepted.

Minority vendors are encouraged to compete for award of the solicitation.

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP Procurement Officer Worcester County, Maryland

Worcester County Administration 1 West Market Street, Room 1103 **Snow Hill, Maryland 21863**



	REQUEST FOR PROPOSAL	
PROJECT:	Comprehensive Plan Update: Public Engagement Program	_
DEPARTMENT:	Development, Review and Permitting	-
	VENDOR:	
NAME:		
ADDRESS:		
-		
	PROPOSAL OPENING:	
DATE:	Tuesday, November 29, 2022	
TIME:	2:30 PM	

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SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County ("County") to contract with a consulting firm for the purpose of actively engaging the public through the development and implementation of a public engagement program for the State-mandated update to the County's Comprehensive Plan in conformity with the requirements contained herein ("Proposal Document(s)").

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a proposal for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. QUESTIONS AND INQUIRES

- 1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
- 2. The <u>last</u> date to submit questions for clarification will be **noon on Monday, November 21, 2022**.
- 3. Addenda are posted on the County website at https://www.co.worcester.md.us/ under County Info: Bid Board: at https://www.co.worcester.md.us/commissioners/bids at least five calendar days before proposal opening.
- 4. It is the Vendors responsibility to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

- 1. Use only forms supplied by the County.
- 2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
- 3. Proposal Documents should be compiled as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
- 4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- 5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
- 6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
- 7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
- 8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF PROPOSAL DOCUMENTS

- 1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name:
 - **COMPREHENSIVE PLAN UPDATE: PUBLIC ENGAGEMENT PROGRAM** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
- 2. Proposals must be mailed or hand carried to the Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863, in order to be received prior to the announced proposal deadline. Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.
- 3. Proposals are due and will be opened at the time listed on the front of this Proposal Document.
- 4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
- 5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
- 6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
- 7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
- 8. Minority vendors are encouraged to participate.
- 9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
- 10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. OPENING OF PROPOSALS

- 1. Proposal Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
- 2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. ACCEPTANCE OR REJECTION OF PROPOSALS

- 1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
- 2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.

- 3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- 4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
- 5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

- 1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
 - All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors. For more information on the Certificate of Status please see http://www.dat.state.md.us/sdatweb/COSinfo.html.
- 2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.

2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

- 1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
- 2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
- 3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
- 4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF PROPOSAL

Proposal Documents will be prepared simply and economically, providing straightforward and
concise description of the Vendor's capabilities to satisfy the requirements of the Proposal
Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures
and other representations beyond that sufficient to present a complete and effective Proposal
Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

- 1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
- 2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

- A written award by the County to the Successful Vendor in the form of a Purchase Order or other
 contract document will result in a binding Contract without further action by either party. If the
 Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance
 documentation, the County will have the right to award to the next responsible and responsive
 Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of
 receipt of the Contract.
- Proposal Documents and Contracts issued by the County will bind the Vendor to applicable
 conditions and requirements herein set forth, unless otherwise specified in the Proposal
 Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and
 limitations.
- 3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
- 4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWL OF PROPOSAL

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. DEFAULT

- 1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
- 2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

- 1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. TAX EXEMPTION

- 1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
- 2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
- 3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

- 1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
- 2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
- If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

- No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
- 2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
- 3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
- 4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
- 5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.

- 2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
- 3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

- 1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
- 2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
- 3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. INSURANCE

- 1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
- 2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. PROPOSAL EVALUATION

Proposal tabulations will be posted on the County website at
 https://www.co.worcester.md.us/commissioners/bids.
 Click on the Expired Bids & Results tab
 and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will
 be posted as soon as reasonably possible after the Proposal opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

- 1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
- 2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

- It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
- 3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

- 1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
- 2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
- 3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
- 4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
- 5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

- 1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
- 2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

- 1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
- 3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

- 1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
- 2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

- 1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
- Supervision by the County or its representative does not relieve the Successful Vendor of
 responsibility for defective work executed under the direct control of the Successful Vendor.
 Responsibility for defective work rests upon the Successful Vendor, whether discovered by the
 County prior to final payment or subsequent thereto.

I. CLEAN UP

- 1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
- 2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

- 1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
- 2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
- 3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

Amount of Contract	<u>Liquidated Damages per Day</u>	
Less than \$10,000	\$100.00	
\$10,000 or less than \$100,000	\$250.00	
\$100,000 or less than \$500,000	\$750.00	
\$500,000 or more	\$1,000.00	
Or will be based on actual cost to the County, whichever is greater.		

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

- 1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
- All removal and replacement Work will be done at the Successful Vendor's expense. If the
 Successful Vendor does not act to remove such rejected Work within ten days after receipt of
 Written Notice, the County may remove such Work and store the materials at the expense of the
 Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

- 1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
- 2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

- 1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
- 2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

 The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.

ITEM 4

- 2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
- 3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

- 1. The County is seeking proposals from qualified Vendors for the purpose of actively engaging the public through the development and implementation of a public engagement program for the State-mandated update to the County's Comprehensive Plan in accordance with the terms and conditions and specifications set forth in this solicitation.
- 2. Vendors are encouraged to be creative in their approach when responding to the RFP in order to utilize strategies that will engage a diverse group of stakeholders in a meaningful and inclusive way.
- 3. The Successful Vendor will develop a set of recommendations and action items based upon information gained from the public engagement effort to help decisionmakers better understand the community's needs and wants, priorities, expectations for future development and perspectives on tradeoffs between different policy options.

B. CONTRACT PRICING

- 1. Pricing must include all labor, materials, tools, and equipment to perform Work.
- 2. Pricing will not change during the Contract Period.

C. OVERVIEW AND BACKGROUND

- 1. Worcester County, Maryland (the County) is marketed as "Maryland's Coast", the only county in Maryland that borders the Atlantic Ocean. The County consists of 695 square miles, of which 468 square miles are land and 227 square miles are water. Agriculture and forestry are the dominant land uses in the county. Hospitality, health care, retail and construction trades are the County's largest employment industries.
- 2. Worcester County has a year-round population of 52,607 people according to the 2020 Census, an increase of 6,064 persons over the last twenty-year planning period. The County experiences a significant surge in the summer, well exceeding 300,000 people. The incorporated towns of Ocean City, Berlin, Snow Hill and Pocomoke City are located in the County. Although each jurisdiction has its own governing body and planning authority, each of these towns contributes to the County's development patterns, attraction of visitors, and represent the County's growth centers. In addition, the unincorporated residential waterfront community of Ocean Pines is a high growth area, located in the County's north end near Ocean City and has an estimated year-round population of over 12,000 residents.
- 3. The County's tourism industry is thriving, and efforts to build upon this industry include the expansion of events into the spring and fall seasons, as well as promoting destinations beyond the beach, recognizing the various opportunities that each town in Worcester County has to offer.
- 4. The County's population growth continues to be dominated by in-migration and second home demand. The County has a high level of home ownership (76%), but a high vacancy rate (60%) indicating that much of the existing housing stock is comprised of second homes. As acknowledged in the current Comprehensive Plan, it is common for a second home owner to become a full-time resident upon retirement. In-migration has also occurred by persons in the active labor force to fill the demand for jobs in services, such as the health care industry. This trend is expected to continue in the future.
- 5. Housing affordability has become a growing issue in Worcester County, with 32% of homeowners and 53% of renters considered housing burdened, which is defined as housing costs exceeding 30% of the household income. Worcester County has also

- experienced a higher than average share of residential units becoming a part of the short-term rental market each year. This factor also impacts the local workforce, as many seasonal employees in the hospitality industry are now struggling to find housing that is affordable.
- 6. These trends and others will influence the County's future development goals and objectives as preparations are made to update the Comprehensive Plan.
- 7. The County's existing Comprehensive Plan was adopted in March 2006, with amendments in 2010 and 2011. Under state law, each jurisdiction must review and, if necessary, update its comprehensive plan every ten years. While the County did not achieve the anticipated population increase specified in that plan, there have been significant changes to the designated Growth Areas since the last update that will impact where future growth is located. Additionally, the County will be required to update the Housing Element to address issues such as affordable, low-income and workforce housing, and include an assessment of fair housing.
- 8. In 2022, the County initiated a Comprehensive Plan update, with the goal of adopting an updated plan in 2024. The purpose of this RFP is to commence a public engagement program as part of the initial review efforts to identify current and future trends, challenges and opportunities for smart growth that may guide revisions to the goals, objectives and policy recommendations within each chapter of the comprehensive plan.

D. SUMMARY

- 1. General Approach to the Project The role of the Successful Vendor is to plan, prepare for, and facilitate the direct outreach to Worcester County residents, engage in data collection, and develop a report containing a set of recommendations and action items based upon information gained from the public engagement effort. The Department of Development, Review and Permitting (Department) will conduct other outreach as necessary, including the creation of a webpage on the County's website with an overview of the comprehensive planning process, ways to be engaged, and contact information.
- 2. Understanding that various attitudes and protocols toward pandemic health and safety continue to evolve, the engagement program should include innovative approaches with a mix of in person, online or other strategies to ensure maximum participation. Meetings and topics shall be arranged around community functions, sectors and assets instead of functional chapters. A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis shall be used to support identified recommendations and action items. The Successful Vendor may also occasionally advise the Department of comprehensive plan policy development or other related project matters.

3. Task 1: Develop a community engagement strategy

a. Deliverables:

- Draft a plan specific to engaging the public with an appropriate number of activities of varying types. Strategies should include the following components:
 - a. Educate the public on comprehensive planning principles and concepts.
 - b. Discuss existing conditions and issues within the community including, but not limited to, conducting a SWOT analysis.
 - c. Identify trends that should be considered in planning for the future.

- d. Assess the relationships between the natural and built environments, planning for future economic development, and sustaining and improving quality of life for Worcester County residents and visitors.
- e. It is important that outreach occur in all regions of the county (north, central and southern).
- ii. Conduct a statistically valid survey that identifies the goals and priorities of the community, which should include an assessment of community reactions to possible development scenarios.
- iii. Provide a project timeline/ schedule.

4. Task 2: Coordinate with county staff on the public engagement program

a. Deliverables:

- Successful Vendor will attend a kick-off meeting and lead regular meetings with county staff to coordinate outreach activities, plan schedules, and advise on overall engagement direction. Such meetings may be held in person or via a web-based platform.
- ii. Successful Vendor will attend one (1) Planning Commission meeting in person to outline the proposed community engagement strategy.

5. Task 3: Implementation of strategy

a. <u>Deliverables</u>:

- i. Conduct public outreach in the form of in-person community meetings to obtain public input to assist County decision-makers with identifying issues of concern that should be addressed by the comprehensive plan process, including alternative and preferred future development scenarios. At a minimum, three (3) meetings shall be held, with one (1) each in the County's north, central and southern regions.
- ii. Create flyers, surveys, and other materials needed for engagement activities. All presentation materials shall be provided to the county in reproducible form.
- iii. Implement alternative methods of public outreach that will supplement the in-person community meetings and will provide an option to those groups that may be typically underrepresented in the public participation process.
- iv. Digital photographs of outreach activities for use by county staff.
- v. The Successful Vendor will attend one (1) Planning Commission meeting in person approximately midway through the contract period in order to provide a status report on public input received.

6. Task 4: **Data collection**

a. Deliverables:

- i. Copy of raw data and the summary of responses obtained for each activity.
- ii. Maintain a list of stakeholders reached with contact information when possible.
- iii. Monthly engagement summary reports.

7. Task 5: Recommendations and Action Items

a. Deliverables:

- Draft and final report detailing recommendations and action items that identify priority issues to be addressed in the Comprehensive Plan update. Each issue shall include data that substantiates and validates the issue, objectives, ideas and recommended solutions, or tradeoffs between different policy options.
 - a. Provide the final report in digital PDF format and fifteen (15) printed copies for distribution.
- ii. Successful Vendor will attend one (1) Planning Commission meeting in person to present a summary of their findings from the community engagement activities and the recommendations and action items.

E. SCHEUDLE AND PROJECT TIMELINE

- 1. The anticipated RFP Schedule and Project Timeline are as follows (please note that the dates for the tasks listed after the Proposal Due Date may be revised if necessary):
 - a. RFP Release: Tuesday, November 1, 2022
 - b. Proposals Due: Tuesday, November 29, 2022 at 2:30pm
 - c. Review Committee Evaluation Complete: Approx. week of December 12, 2022
 - d. Selection by County Commissioners: Tentatively Tuesday, December 20, 2022
 - e. Execute Contract: Tentatively week of December 19, 2022
 - f. Project Completion: One (1) year after contract execution (Tentative)

F. MEETINGS

- 1. The following information is a summary of the meetings to be held as a part of Section IV, Subsection D: SUMMARY:
 - a. Kick-off meeting with staff
 - b. Regular update meetings with staff, which may be in person or via a web-based platform
 - c. Attend three (3) in-person Planning Commission meetings
 - d. Conduct a minimum of three (3) in-person community meetings to obtain public comment, with one (1) each in the County's north, central and southern regions

G. SUBMITTAL REQUIREMENTS

- 1. Vendors are required to provide the following within their proposal:
 - a. <u>Letter of Interest</u> Introduce the team and demonstrate the team's understanding of the nature of the proposal.
 - b. <u>Personnel</u> Provide a resume for each of your current key professional staff that may be involved in this project.
 - c. <u>Experience</u> State the number of years your organization has provided this type of service. List similar projects your organization has completed. Include project description, completion date, and jurisdiction.
 - d. <u>Project Approach</u> Describe how you would approach this project, given your experience and the scope as presented. Identify key tasks, who will be responsible for completing them, and what is needed from the client or other sources to ensure successful completion. Include timeline expectations that reflect your experience in what is practical.
 - e. <u>Estimated Effort and Proposed Budget</u> Demonstrate how you can complete the desired work in the timeline presented in this RFP. Provide a statement that clearly conveys the ability of the proposed project personnel to complete the project in view of the firm's current workload. Provide a detailed budget

- breakdown, including costs for each component of the project (public participation plan, survey, etc.).
- f. <u>Client References</u> Please provide three references who are familiar with your company's ability to undertake and complete comparable projects. Include contact names, titles and contact information.

H. EVALUATION PROCEDURES

- 1. Submittals will be evaluated by the Department of Development, Review and Permitting based upon the following criteria:
 - a. The relevant qualifications and experience of the vendor and the key personnel assigned to this project in performing work and meeting the objectives outlined in the RFP;
 - b. The vendor's experience developing and implementing community outreach processes associated with a comprehensive plan;
 - c. A demonstrated understanding of the project and project approach that addresses a variety of methods to ensure that public participation is maximized;
 - d. Familiarity and knowledge of Worcester County; and
 - e. Proposal cost.
- 2. Once all proposals have been evaluated, a recommendation will be forwarded to the Worcester County Commissioners for their consideration and selection of the Successful Vendor at a public meeting. In awarding the proposal, the County Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering cost, proposal content, qualifications of the vendor, quality of project approach, time of delivery or completion, responsibility of vendors being considered, previous experience of vendors with County contracts, or any other factors they deem appropriate.

I. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

J. PAYMENT

- 1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
- 2. Unless otherwise noted, all additional charges shall be included in the price quoted.
 - a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
 - b. The County will <u>not</u> be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
- 3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

K. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

L. AWARD

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

 All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	<u>Criterion</u>
20%	Qualifications of the Organization
20%	Vendor's knowledge and experience to perform the specified work.
20%	(based on previous jobs of a similar nature)
	Vendor's understanding of the purpose and objectives of the
20%	specified work and Vendor's project approach that addresses a
	variety of methods to ensure that public participation is maximized
10%	Familiarity and knowledge of Worcester County, Maryland
30%	Proposal Cost

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.
- 3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
- 4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
- 5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
- 6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "COMPREHENSIVE PLAN UPDATE: PUBLIC ENGAGEMENT PROGRAM" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM		EXTENDED PRICE
1	Comprehensive Plan Update: Public Engagement Program as stated in the Proposal Specifications.	

^{*}Attach a proposed project timeline for completion and a proposed meeting schedule for this project.

We hereby agree to attend any additional meeting. County which is not specifically included in the	g(s) in Worcester County and at the request of the RFP for the following additional cost:
	\$lump sum per additional meeting
The Vendor agrees that the proposal will be good the proposal specifications.	d for at least sixty (60) days unless otherwise indicated in
Is your company currently involved in any active	e litigation? (Yes) (No) CHECK One.
Have you included your certificate of good stand Subsection H.1 for more information.) (Yes)	· ·
Is your company currently involved in any mergo One.	ers or acquisitions? (Yes) (No) CHECK
Has your organization compiled your Completed in accordance with the Proposal Specifications S (Yes) (No) CHECK One	Proposal Document as per Section I, subsection D.3 and ection of this Proposal Document?
NOTE: THIS PROPOSAL FORM MUST BE SI AN AUTHORIZED AGENT FOR THIS PROPO COUNTY.	IGNED BY AN OFFICER OF YOUR COMPANY OR OSAL TO BE CONSIDERED VALID BY THE
Sign for Identification	Printed Name
Title	Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:
Type of Project:		Type of Project:
Address:		Address:
Town, State, Zip Code:		Town, State, Zip Code:
Contact Person:		Contact Person:
Telephone Number:		Telephone Number:
Email:		Email:
Date of Service:		Date of Service:
Company Name:		
Type of Project:		
Address:		
Town, State, Zip Code:		
Contact Person:		
Telephone Number:		
Email:		
Date of Service:		
Sign	n for Identification	Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

EXCEPTIONS:		
(If none, write none)		
How did you hear about this solicitat	tion?	
☐ Worcester County's Website		
☐ eMaryland Marketplace Adva	ntage (eMMA)	
☐ Newspaper Advertisement		
☐ Direct email		
Other		
The vendor hereby acknowledges re-	ceint of the following a	ddenda
<u>Number</u>	<u>Date</u>	<u>Initials</u>
Sign for Identification	Print	ted Name

INDIVIDUAL PRINCIPAL

Vendor Name:			
Signed By:		In the presence of:	
Address of Vendor:		Town, State, Zi	p
Telephone No.:	Fax:	Email:	·
********	********	*********	**********
	<u>CO-PARTNE</u>	RSHIP PRINCIPAL	
Name of Co-Partnership:	:		
Address:		Town, State, Zip	
Telephone No.:		Fax:	
_		In the presence of:	
	Partner		Witness
Signed By:		In the presence of:	
]	Partner		Witness
		In the presence of:	
]	Partner		Witness
*******		**************************************	**********
	CORTORA	ATET KINCH AL	
Name of Corporation: _			
Address:		Town, State, Zip	
Telephone No.:		Fax:	
		In the presence of:	
	President		Witness
Attest:			
Corpor	ate Secretary		

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

HEREBY AFFIRM THAT:
am the
(Printed Name) (title)
and the duly authorized representative of the Vendor of
whose address is
(name of corporation)
nd that I possess the legal authority to make this affidavit on behalf of myself and the Vendor or which I am acting.
except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my nowledge and of its officers, directors or partners, or any of its employees directly involved in btaining contracts with the State or any county, bi-county or multi-county agency, or ubdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or not
acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the epresentations set forth in this affidavit are not true and correct, the County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to ribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law rafter a hearing, from entering into contracts with the State or any of its agencies or ubdivisions.
do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit re true and correct.
ign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

		being first duly sworn,
lepose	s and says that:	
1.		, (Owner, Partner, Officer,, the
2.	He/she is fully informed respecting the	ne preparation and contents of the attached Proposa cumstances respecting such Proposal Documents;
3.	_	and is not a collusive or sham Proposal Document;
4.	employees or parties in interest, in conspired, connived or agreed, did person to submit a collusive or she work for which the attached Propform bidding in connection with sindirectly, sought by agreement of any Vendor, firm, or person to fix Document or of any other Vendor the Proposal Document price or the or to secure through any collusion any disadvantage against (Recipies The price or prices quoted in the attached by any collusion, constitutions agreed the price of the price of prices quoted in the attached by any collusion, constitutions are personally and the price of prices quoted in the attached by any collusion, constitutions are personally and price of prices quoted in the attached by any collusion, constitutions are personally and prices are personally and personally are personally are personally and personally are personally and personally are personally are personally and personally are personally are personally and personally a	
		By:
	Witness	Signature
	Witness	Printed Name
		Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

- 1. **Amendment**. Amendments to the Contract must be in writing and signed by the parties.
- 2. Bankruptcy. If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
- 3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
- 4. **Contingent Fee Prohibition**. The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
- 5. **Counterparts and Signature**. The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
- 6. Exclusive Jurisdiction. All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
- 7. **Force Majeure**. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
- 8. **Governing Law**. The Contract is governed by the laws of Maryland and the County.
- 9. Indemnification. The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.
- 12. **Nondiscrimination**. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

- 14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
- 15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. Remedies.

- a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. Responsibility of Contractor.

- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
- 18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
- 19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

- 20. **Termination**. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
- 21. **Termination of Contract for Convenience**. Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
- 22. **Termination of Multi-year Contract**. If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
- 23. **Third Party Beneficiaries**. The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
- 24. **Use of County Facilities**. Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
- 25. **Whole Contract**. The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

Administration

LOUIS H. TAYLOR Superintendent of Schools

C. DWAYNE ABT, Ed.D. Chief Safety & Human Relations Officer

DENISE R. SHORTS Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA Chief Financial Officer

ANNETTE E. WALLACE, Ed.D. Chief Operating & Academic Officer, Gr. 9-12



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

November 1, 2022

Board Members

ELENA J. MCCOMAS
Interim President

TODD A. FERRANTE
Vice-President

JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN
WILLIAM L. GORDY

NATHANIEL J. PASSWATERS

DONALD C. SMACK, SR.

Mr. Joseph M. Mitrecic, President Worcester County Commissioners Worcester County Government Center One W. Market Street, Room 1103 Snow Hill, Maryland 21863

Dear President Metrecic:

Each year in November we review our Capital Improvement Program (CIP) with the Commissioners. We will be reviewing the proposed FY 2024 CIP with you on November 1st. The FY 2024 CIP has been developed in accordance with the County Capital Improvement Plan and is in compliance with the Maryland Interagency Commission for School Construction (IAC) regulations.

We will be requesting the Commissioners' approval of the enclosed CIP as a planning document. Verification to the IAC that the County Commissioners have approved the proposed plan is required no later than November 30th. The 2022-2023 Educational Facilities Master Plan provides additional information on our current and future facility needs and is available for your viewing or downloading from our school system website at:

https://tinyurl.com/WCPSFacilities

The proposed FY 2024 CIP is consistent with the Worcester County Ten Year Capital Improvement Plan and incorporates all prior recommendations of the County Commissioners regarding our future school construction needs as follows:

• Planning / Funding Requests

The FY 2024 Capital Improvement Program includes a Planning Request for the Buckingham Elementary School project. A Feasibility Study for Buckingham Elementary School began in July and is scheduled to be complete in December 2022.

The CIP also includes Design Funding Requests for the Buckingham Elementary School project and the Snow Hill Middle School/Cedar Chapel School Roof Replacement project. The State Interagency Commission on School Construction (IAC) recently developed funding formulas to provide local school districts partial funding for architectural/engineering fees for school construction projects.

Future Projects

The FY 2024 CIP includes future roof replacement projects at Snow Hill Middle School and Cedar Chapel Special School, Pocomoke Elementary School and Worcester Technical High School. Our long-range planning also includes a proposed renovation/addition or replacement school project for Buckingham

ITEM 5

Elementary School and a proposed renovation/addition or replacement school project for Snow Hill Elementary School.

It is our belief that we have been successful in addressing our school construction needs due to the combined efforts of our Board of Education, County Commissioners, state legislators and community members. Through your support, in November 2021 we began construction of the much needed addition project at Stephen Decatur Middle School which will be complete and ready for students in January 2023. It is our hope that with the ongoing support of the County Commissioners, we will continue to provide all Worcester County children with excellent educational facilities.

The Board of Education and I want to thank and commend you for your continued support of our school system. I look forward to meeting with you on November 1st to discuss the FY 2024 Capital Improvement Program.

Sincerely,

ouis H. Taylor

Superintendent of Schools

LT:jjp

cc: Board of Education Members

Mr. Weston Young

WORCESTER COUNTY PUBLIC SCHOOLS



FY2024 CAPITAL IMPROVEMENT PROGRAM (CIP)

September 20, 2022

FY 2024 CAPITAL IMPROVEMENT PROGRAM WORCESTER COUNTY PUBLIC SCHOOLS TABLE OF CONTENTS

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Worcester County FY 2024 Capital Improvement Program Summary

1. Planning Requests

 The Worcester County Public Schools FY 2024 CIP includes a Planning Request for the Buckingham Elementary School project.

2. <u>Design Funding Requests</u>

- The FY 2024 CIP includes Design Funding requests for:
 - o Buckingham Elementary School project
 - o Snow Hill Middle School/Cedar Chapel Special School Roof Replacement

3. <u>Construction Funding Requests</u>

• The FY 2024 CIP does not include any Construction Funding Requests.

4. **Previous/Current Projects**

- Pocomoke Middle School Roof Replacement 23.011.21 SR
 - Demolition of the existing 87,600 square foot Pocomoke Middle roof began on June 21, 2021.
 - o Installation of the new roof was complete on January 13, 2022.
- Stephen Decatur Middle School Addition 23.014.022 LPC
 - The project includes construction of a 24,800 square foot addition to the existing 79,500 square foot Stephen Decatur Middle School, a new Security Vestibule and a new Band Storage Room.
 - o The bids were presented to and approved by the Worcester County Board of Education on September 21, 2021 and the Worcester County Commissioners on October 5, 2021.
 - Contractor mobilization to the site began on October 15, 2021, construction began on November 1, 2021 and construction is scheduled to be substantially complete on December 31, 2022.

5. <u>Future Projects</u>

- Future projects with State funding requests identified in the FY 2024 Capital Improvement Program include:
 - o Roof replacement at Snow Hill Middle School/Cedar Chapel Special School
 - o A ren/add or replacement school project at Buckingham Elementary School
 - o Roof replacement project at Pocomoke Elementary School
 - o Roof replacement project at Worcester Technical High School
 - o A ren/add or replacement school project at Snow Hill Elementary School



ITEM 5

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4. DESCRIPTION & JUSTIFICATION: (What do you wish to accomplish with this project)

ITEM 5

Buckingham El. Intery School was constructed in 1978. The school serves students in grades Pre-Kind. Interval of Local-Rated Capacity and 90% of State-Rated Capacity. Buckingham Elementary will utilize five portable classrooms in 2022-23 to accommodate existing programs. During the 22-23 school year, all Grade 4 instruction will be conducted in portable classrooms. Worcester County, through an aggressive school construction program supported by State school construction funding, has reduced the number of county-wide portable classrooms from 52 in 2015-16 to 11 in 2022-23. Five of the remaining eleven portable classrooms are utilized at Buckingham Elementary and five are utilized at Snow Hill Elementary School. Additional space is required to accommedate all existing and future programs. Beginning in the 2021-22 school year, PreK-3 and PreK-4 programs became all-day programs at Buckingham Elementary. Cafeteria, Media Center and support spaces are also inadequate to serve the current and projected future enrollments and needs of the students. A Feasibility Study began in July 2022 to evaluate existing Buckingham Elementary building and site conditions and instructional adequacy of the existing space and to provide the Worcester County Board of Education with construction of the Board of Education and the Worcester County Commissioners, the project will move in to Educational Specifications and Conceptual Planning in early 2023.

Note: Adjacent Schools - Ocean City Elementary School and Showell Elementary School are not used as adjacent school due to grade structure (Grades 5-6).

5. ENROLLMENT PROJECTIONS	YEAR	2021	2022	2023	2024	2025	2026	2027	2028	Difference
(Requested and Adjacent Schools)	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE
Buckingham Elementary (23.007)	551	449	483	471	477	483	504	512	523	28
Berlin Intermediate (23.012)							1229-2017			0
Ocean City Elementary (23.006)										0
howell Elementary (23.001)		A Socional Commence for a structure of the structure of t								0
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6. BUDGET:			tal Estimated oject Budget		Est _	imated Local Funds			Estimated Fun	d Net State	TEM 5
Design	5%	\$ \$	3,224,127		\$	1,730,127			\$	1,494,000	
Building		\$	53,143,924		\$	40,588,924			\$	12,555,000	
Site Development	19%	\$	10,074,262		\$	7,688,262			\$	2,386,000	
Other (Furniture and Fixtures, etc.)	15%	\$	7,489,457		\$	6,742,457			\$	747,000	
Total Construction	Cost	s	73,931,770		\$	56,749,770			\$	17,182,000	
Contingency	2.4%	\$	1,264,825		\$	1,264,825			\$		
High Performance Costs (Administrative only)		\$	• • • • • • • • • • • • • • • • • • •		\$				\$		
Total		\$	75,196,596		\$ \$	58,014,596			\$ \$	17,182,000	
7. Feasibility Study:	12/31/22		Ed Spec:	10/1/23			stimated Bid:	6/11/26	Actual Bio	t:	
Schematic Design:	4/1/24	Desig	n Development	10/1/24		Estimated (Construction:	12/1/26	Actual Construction	n:	
Const. Document: _	5/1/25					Est. Project	Completion:	11/30/28	Actual Project Compl		

Project School & Adjacent School Enrollment Projections

RAW ELIGIBLE ENROLLMENT:

5. ENROLLMENT PROJECTIONS	YEAR	2021	2022	2023	2024	2025	2026	2027	2028	Difference	
(Requested and Adjacent Schools)	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTÉ	SRC-FTE	\dashv
Buckingham Elementary (23.007)	551	449	483	471	477	483	504	512	523	28	
Berlin Intermediate (23.012)						200 Con 150 To 1		PATORESCO SE DOS SERVICIOS			-1
Ocean City Elementary (23.006)		A Charles and the raid a					Professional Company (Co.)				-1
Showell Elementary (23.001)					n and the man	The second second	Service of the servic	Ecolor Company	THE RESIDENCE OF SALE	1	-
		W ARREST TORINGS T				Production of the Control					-
	Courte for Class and a				lare company						-
				27 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Manager of the last						-
					FEE CASE 244	NEW YORK THE REAL PROPERTY.					1
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				AT THE STREET, SALES						9	1
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			THE DESIGNATION OF		119924 7996 2 26 3 2	and the					1
		SE SERVICE HE			网络小孩爱养 供需要					4	7
										1	7
OTAL:	551	449	483	471	477	483	504	512	523	28	T
law Eligible Enrollment based on SRC and 7-	year FTE entered on th	e FORM 102 Redesign	ed Worksheet.							200000000000000000000000000000000000000	7
o determine the Raw Eligible Enrollment for	a new school, enter the	SRC and 7 year enrol	liments for the	Adiacent School	s) on the corresp	onding table on t	he FORM 102 Rec	lesigned worksh	eet	523	

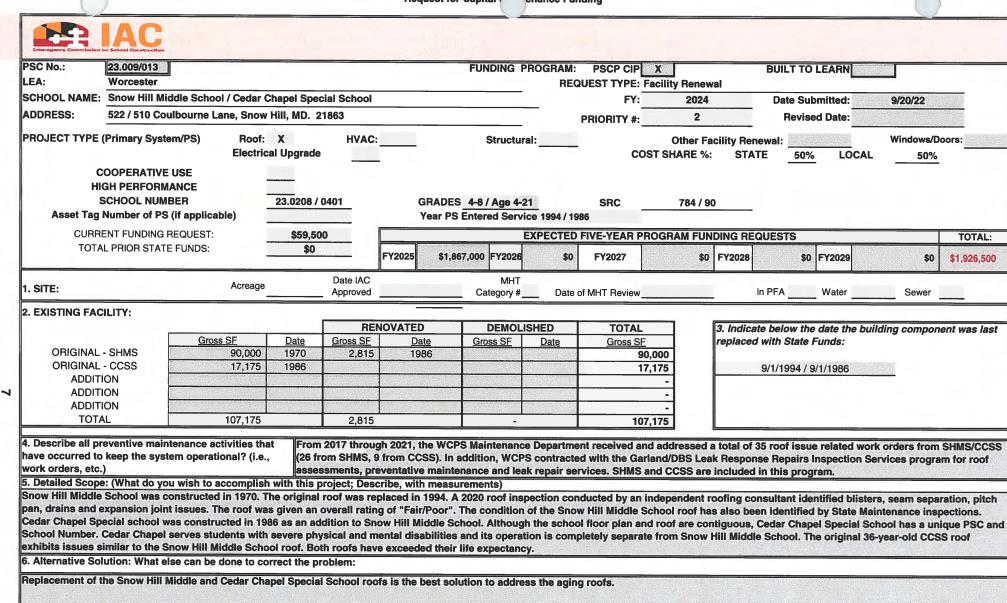
Available Seats

ELIGIBLE ENROLLMENT WITH ADJACENT SCHOOLS PROVISION

Per Education Article, §5-303(l), Annotated Code of Maryland, "the approved student enrollment may be reduced only if the sum of available seat count in all adjacent schools is 15% or more of the project school's enrollment."

5. ENROLLMENT PROJECTIONS	YEAR	2021	2022	2023	2024	2025	2026	2027	2028	Difference*	
(Requested and Adjacent Schools)	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE	15% Of Project School Year 7 Enrollment
Buckingham Elementary (23.007)	551	449	483	471	477	483	504	512	523	28	78.45
Berlin Intermediate (23.012) (Excluded)								ORDER STORES LANGE	to de Casasana	0*	70.40
Ocean City Elementary (23.006) (Excluded)					Said and an all all all all all all all all all					0*	
howell Elementary (23.001) (Excluded)					est illiamina visa di					0*	
Excluded)					1 3 3 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5					0*	
Excluded)					ALCOHOL: N					0*	
Excluded)						Victor and Control	e may rich ethically		VOS ON PROSPERANTES	0*	
(Excluded)		30 540 F304-19480 F6		manual sales	Mary and a second a			SECTION AND ADDRESS OF	The State of the S	0*	
(Excluded)								Esta Esta Control		0,	
Excluded)			of Different State of State of							0*	
(Excluded)				Control of the Contro	La la compania	Service a research as a service	List of the second			0.	
Excluded)										0*	
(Excluded)			Property law or the first		This internal is a proven		DELICE SERVICE			0*	
(Excluded)							alternative statement			0*	
(Excluded)					1				Date to the state of	0*	Sum of Adjacent Schools' Available Seats
OTAL:	551	449	483	471	477	483	504	512	523	28*	Tan St. Islandia Strando Codid
Eligible Enrollment. If the sum of available seats in	n all adjacent sch	ools shown in the table	above is less	than 15% of the p	roject school's en				320	523*	

the adjacent schools are excluded from the calculation of eligible enrollment for state funding allocation.



Normal wear and tear over 28 years for the Snow Hill Middle School roof and 36 years for the Cedar Chapel Special School roof have resulted in the plan to replace both roofs. SHMS roof will be 30-years-old

Note: Data should be entered into the fields highlighted in gray. In addition, the formula fields in Section 11 - Total Estimated Project Budget can be overwritten.

and CCSS roof will be 38-years-old when the roof replacement project begins in summer 2024.

7. What Caused this Problem? (normal wear and tear, poor contractor performance, poor materials, improper maintenance)?

'EM	5	1
		10

What are the consequences if the Check all that apply:	his project is not ap	proved:				18			×			
X	1. Failure of system	is likely to cau	se shutdown of facility fo	or purposes of	delivering edu	cational progra	ams and	services.				
	2. System is curren	tly adversely af	fecting the delivery of ed	lucational prog	rams & servic	es.						
	3. System is curren	tly causing seri	ous threats to life, safety	y, or health of fa	acility occupa	nts.						
	4. System is curren	tly causing viola	ations of building or oth	er official codes	s.							
	5. System is curren	tly causing or w	vill imminently cause da	mage to other b	ouilding system	ns.						
X	6. Replacement/ins	tallation will inc	rease the remaining use	eful lifespan (RU	JL) of other bu	iilding systems	in the fa	acility, thereby ex	tending the RU	L of the facility.		
9. ENROLLMENT PROJECTIONS		Year→	2019	2020	2021	2022		2023	2024	2025	2026	Difference
(Requested)		SRC	Current Enrollment	FTE	FTE	FTE		FTE	FTE	FTE	FTE	SRC-FTE
Requested School: Snow Hill Mide		784	375	376	380		380	385	403	396		395 389
Requested School: Cedar Chapel 10. EMERGENCY ELECTRICAL		90	46	46	46		46	46	46	46		46 44
electrical system or upgrade to the ele			Total nated Project Budget	-	Estimated L Funds	ocal				ed Net State		
Design	3%	\$	119,000	\$	Ę	9,500			\$	59,500		
Building		\$	3,734,000	\$	1.86	57,000			\$	1,867,000		
Site Development	0%	\$	0	\$		0			s	0		
Other (Furniture and Fixtures, etc.) 0%	\$	0	\$		0			\$	0		
Con	struction Cost	\$	3,853,000	\$	1,92	26,500			\$	1,926,500		
Contingency	5%	\$	186,700	\$	18	6,700			\$			
High Performance Costs (Administrative only)		\$		\$					\$			
Total		\$	4,039,700	\$	\$2,11	3,200			\$	1,926,500		
12 SCHEDULE: Date A/E	Hired: 1/5/2023		Ed. Specs: N/A			Estimated	d Bid: 1/1	11/2024	Actual Bid I	Date:		
Schematic I	Design: N/A	Design I	Development: N/A	TERRIT .	Es	timated Constru	ction: 6/1	15/2024	Actual Construc	etion:		
Construction Doc	nument: 4/3/2023				Estimate	d Project Comple	etion: 8#	31/2024	Project Comple	tion: Note that the second		

Revised 7/2021

Note: Data should be entered into the fields highlighted in gray.

The formula fields in Section 11 - Total Estimated Project Budget can be overwritten.

		FUTUR	E PROJECT R	EQUEST	- (Optiona	al Forr	n)	
LEA: DATE:	Worcesto 9/20/202	<u>er</u>	FISCAL YE	an electron the main	2024			
PSC NO.:	23.002							
PROJECT TYPE	: NEW		ADDITION	REN	OVATION		REPLACE	MENT
	SYST	TEMIC RENC	OVATIONS: X	STATE-C	OWNED RELC	CATABL	.ES:	
SCHOOL NAME	<u>.</u>	Pc	ocomoke Elementary	- School				
SCHOOL ADDR	ESS:		noke Beltway, Pocom		351			
DESCRIPTION:						-		
	ment of 52,512 s.t	. roof @ \$36	.23/s.f.	\$1,903,0 \$95,0				
A/E Design	gn			\$100,0	000			
A∕E Desiį Total	gn			\$100,0 \$2,098,0				
Total						GF	RADES:	PreK - 3
Total PROPOSED RATE REQUEST APPRO	ED CAPACITY: DVAL FOR PLAN	NING FY:		\$2,098,0			ADES:	PreK - 3 FY26
PROPOSED RATE REQUEST APPRO	ED CAPACITY: DVAL FOR PLAN T TO STATE:	NING FY:	\$	\$2,098,0 506		FU		
PROPOSED RATE REQUEST APPRO ESTIMATED COST PROJECT JUSTIF Pocomoke Elemen independent roofing rating of "Fair/Poor Pocomoke Elemen	ED CAPACITY: DVAL FOR PLAN T TO STATE: FICATION: Intary School was a g consultant iden of the condition of	constructed in tified blisters, of the Pocomoreplacement	n 1976. The original	\$2,098,00 FY25 1,002,000 roof was replace itch pan, drains ool roof has also ree consecutive	ced in 1993. As and expansions been identified to the roof replace.	FU LO 2020 roo on joint is ied by St ment pro	NDING FY: CAL COST: of inspection consues. The roof ate Maintenanciects (Pocomok	FY26 \$1,096,000 Inducted by an was given an overall e inspectors. The e Middle School in

	FUTU Worcester 9/20/2022	FISCAL YEA	MEANING AND WINNESS AND ADDRESS OF THE PARTY.	onal Form)	
PSC NO.: 2	23.015				
PROJECT TYPE: SCHOOL NAME:	NEWSYSTEMIC RE	ADDITION ENOVATIONS: X Worcester Technical High	RENOVATION STATE-OWNED R School	2004 27 SEA 2004 2004 2004 2004 2004 2004 2004 200	VENT
SCHOOL ADDRESS:	6270 W	Vorcester Highway, Newar	k, MD. 21841	_	
DESCRIPTION: Replacement o Contingency @ A/E Design Total	of 132,000 s.f. roof @ 93.0%	\$39.19/s.f.	\$5,173,000 \$155,000 \$207,000 \$5,535,000		
PROPOSED RATED CA	APACITY:		778	GRADES:	10 - 12
REQUEST APPROVAL I	FOR PLANNING FY:		FY27	FUNDING FY:	FY28
ESTIMATED COST TO S	STATE:	\$2,0	690,000	LOCAL COST:	\$2,845,000
constraints, a shingle roo Limited Building Enclosul system including, deterio system and insufficient flat existing roof system. Pre ENROLLMENT PROJEC	of system was installed are Evaluation from an oration of the OSB should be also be as a function of the OSB should be a funct	ed. Due to ongoing roof issent independent roofing mar eathing due to insufficient so the manufacturer's evaluated replacement of the 23 2024 2025 2026 1 684 681 686	sues at the school, in J nufacturer. The evaluat insulation/sheathing a luation strongly recomr roof shingle system wi 2027 2028 20 673 661 65	netal roofing system for the solution noted several deficiencies it space, insufficient ventilation mended a complete tear off a with a metal roof system. 1029 2030 2031 56 658 669 oe provided when available.	ed and received a es in the existing roofing on throughout the roof

10

SUMMARY OF CURRENT PLANNING AND FUNDING REQUESTS LEA: Worcester FISCAL YEAR: 2024 DATE: 9/20/2022

PRIORITY #	PROJECT TITLE	TOTAL EST. COST	NON- PSCP/IAC FUNDS	TOTAL STATE FUNDS	PRIOR PSCP/IAC FUNDS	RE	JRRENT QUESTS OR LP)	Expected Project Requests (enter fiscal year below)									
4		Statibestantine 🛦 — par , c =	MANDER COMPANY AND	enemen and the management of		FY	2024	FY	25	FY	26	FY	27	FY	28	FY	29
1	Buckingham Elementary	\$75,197	\$58,015	\$17,182	\$0		\$1,494						\$7,471		\$8,217		
<u> </u>	Replacement School							200									
2	Snow Hill Middle/Cedar Chapel	\$4,040	\$2,113	\$1,927	\$0		\$60		\$1,867								
F at	Roof Replacement																
3	Pocomoke Elementary School	\$2,098	\$1,096	\$1,002	\$0				\$50		\$952						
	Roof Replacement							35		10 m							
4	Worcester Tech High School	\$5,535	\$2,845	\$2,690	\$0							100	\$103		\$2,587	7	
	Roof Replacement							7-2-7	1.7								
5	Snow Hill Elementary School	\$56,373	\$38,250	\$18,123	\$0	7. F6 195. 7									\$1,576		
	Replacement School							, , , , , , , , , , , , , , , , , , ,									
6																	
7						10											
9						7											
10																	
11														1000			
12																	
13														270 (100)			
14							1.7.4.7°	G.S.	L. Sales								
15							S. J. S. T.										10.
16												N SECURI					7th
17								4									
18																1.50	
19						M.	7										
20	TOTAL (Lock posts only)		A			1											
	TOTAL (Last page only)	\$143,243	\$102,319	\$40,924	\$0	\$	1,554	\$	31,917		952	\$	7,574	\$	12,380		\$0

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA:	Worcester	FISCAL YEAR:	2024
DATE:	9/20/2022		

PROJECT TITLE and PSC NO.¹ (Chronological Order by	MONT	H AND YEAF	Percent Construction Completed	Date Occupied			
Fiscal Year)	IAC	SD	DD	CD	CONTRACT AWARD	Completed	1 7
Pocomoke Middle School Roof Replacement 23.011.21 SR	12/20			10/20	3/21	100%	12/21
Stephen Decatur Middle Addition 23.014.21 LP	6/20	10/20	6/21	6/21	11/21	60%	
Cedar Chapel S.S. *** HVAC Units 23.013.21 ASP	4/21	=	=		6/21**	0%	
Stephen Decatur High Repair Masonry Walls 23.004.21 ASP	4/21				6/21**	`00	8/21
Stephen Decatur High Cameras 23.004.21 SSGP	10/19		"	=	10/19	0%	8/22
	#		- - 18				
T T E	11	# #					

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

IAC FORM 102.5

5 - 17

^{*} Indicates Board of Education Award Date. Project less than \$100,000.

^{**} Projects less than \$50,000. No formal Contract Award Date.

^{***} Awaiting delivery of new HVAC Units. Delivery scheduled for September 2022.

LEA: Worcester		OF STATE-O	WNED RELOCA 2024	TABLES	DATE:	9/20/2022
SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED	JUSTIFICATION
(Note: 11 locally owned portable temporary classrooms are used to accommodate all existing programs.)						

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

WORCESTER COUNTY

SUMMARY OF PORTABLE CLASSROOMS

2022 - 2023

SCHOOL	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	SQ. FT.
Buckingham Elementary	5	5	5	5	5	5	5	5	3,840
Ocean City Elementary	0	0	0	0	0	0	0	0	0
Pocomoke Elementary	0	0	0	0	0	0	0	0	0
Showell Elementary	9	9	9	9	9	O (Note 4)	0	0	0
Snow Hill Elementary	5	5	5	5	5	5	5	5	3,840
Berlin Intermediate	6	6	6	6	6	6	O (Note 5)	0	0
Pocomoke Middle	0	0	0	0	0	0	0	0	0
Snow Hill Middle	1	1	1	1	1	1	1	1	768
Cedar Chapel Special	0	0	0	0	0	0	0	0	0
Stephen Decatur Middle	9	9	9	9	9	9	9	O (Note 6)	0
Pocomoke High	0	0	0	0	0	0	0	0	0
Snow Hill High	17 (Note 1)	4 (Note 2)	O (Note 3)	0	0	0	0	0	0
Stephen Decatur High	0	0	0	0	0	0	0	0	0
Worcester Tech	0	0	0	0	0	0	0	0	0
TOTAL	52	39	35	35	35	26	20	11	8,448

- (1) Four temporary structures and thirteen locally owned portables utilized at Snow Hill High School (13,056 s.f.). Eleven portable classrooms relocated from Pocomoke High School in 2011 to support renovation/addition project.
- (2) Four temporary structures at Snow Hill High School demolished and nine locally owned portable classrooms relocated to Central Office in summer 2016.
- (3) Two locally owned portable classrooms demolished and two locally owned portable classrooms at Snow Hill High School relocated to Central Office in January 2017. No portable classrooms at Snow Hill High School.
- (4) Nine locally owned portable classrooms demolished at Showell Elementary School as part of the replacement school project.
- (5) Six locally owned portable classrooms removed from the Berlin Intermediate School site in summer 2021. Portables not required with move of Grade 4 from Berlin Intermediate to the new Showell Elementary School.
- (6) Nine locally owned portable classrooms will be in use at Stephen Decatur Middle School from September thru December 2022 and will be demolished in December 2022. The SDMS Addition project will provide 16 new classrooms beginning in January 2023.

Pre-defined Areas

Hentage Area

Enterprise Zone Municipality County Certified Areas

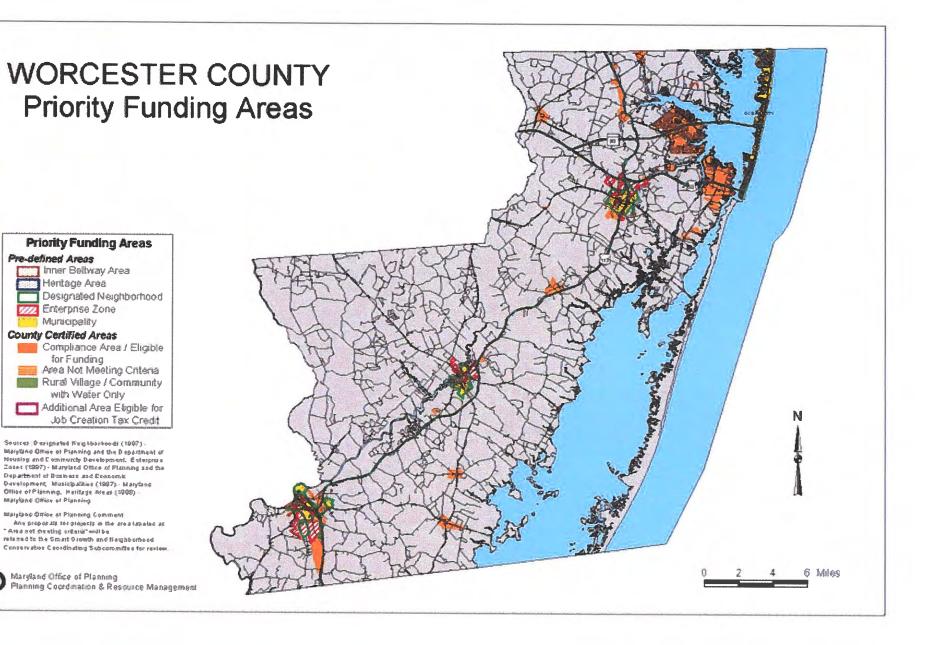
Department of Boxiness and Economic

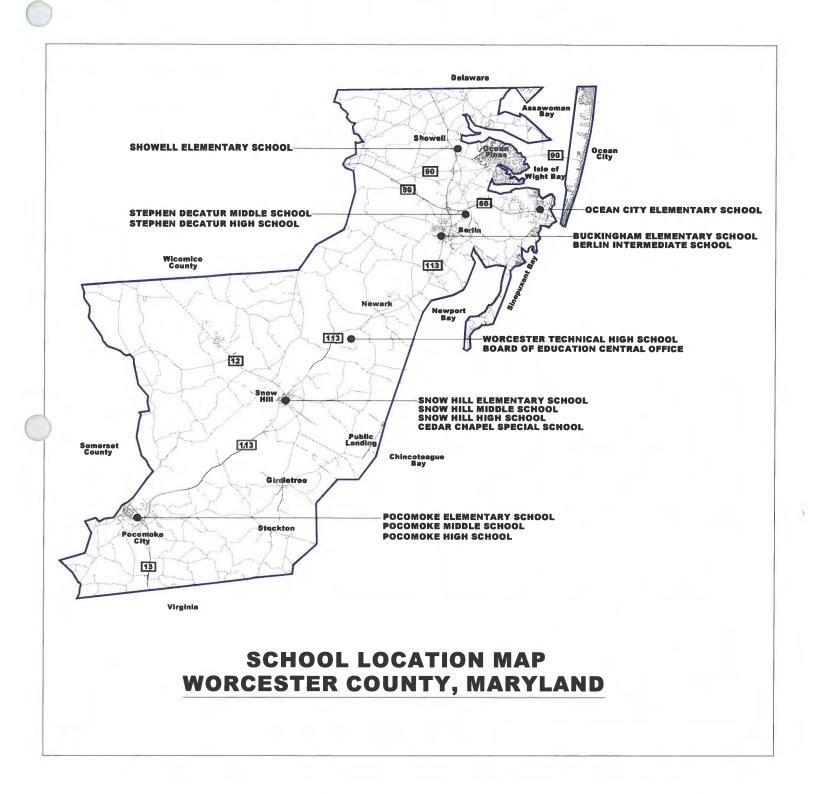
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Maryland Office of Planning

with Water Only





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

Summary of Pre-Kindergarten Enrollment* September 30, 2022

Pre-Kindergarten Age 3	Pre-Kindergarten Age 4
Showell Elementary School (All day PreK-3)	Showell Elementary School (All day PreK-4)
<u>14</u>	16
14 TOTAL	15
14 FTE	15
	<u>15</u>
	61 TOTAL
	61 FTE
Ocean City Elementary School (All day PreK-3)	Ocean City Elementary School (All day PreK-4)
<u>17</u>	19
17 TOTAL	18
17 FTE	<u>18</u>
	55 TOTAL
	55 FTE
Buckingham Elementary School (All day PreK-3)	Buckingham Elementary School (All day PreK-4)
<u>21</u>	14
21 TOTAL	13
21 FTE	13
	<u>13</u>
	53 TOTAL
	53 FTE
Snow Hill Elementary School (All day PreK-3)	Snow Hill Elementary School (All day PreK-4)
<u>13</u>	14
13 TOTAL	13
13 FTE	13
	<u>13</u>
	53 TOTAL
	53 FTE
Pocomoke Elementary School (All day PreK-3)	Pocomoke Elementary School (All day PreK-4)
<u>10</u>	12
10 TOTAL	12
10 - FTE	12
	12
	<u>12</u>
	60 TOTAL
	60 - FTE

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

Summary of Kindergarten Enrollment* September 30, 2022

Showell Elementary School

19

18

18

18

18

<u>18</u>

109 TOTAL

109 FTE

Ocean City Elementary School

16

16

15

15 15

<u>15</u>

92 TOTAL

92 FTE

Buckingham Elementary School

17

17

17

16

<u>16</u> 83 TOTAL

83 - FTE

Snow Hill Elementary School

18

18

17

<u>17</u> **70 TOTAL**

70 FTE

Pocomoke Elementary School

18

17

17

17

17

86 TOTAL

86 FTE



WORCESTER COUNTY PUBLIC SCHOOLS
TEN-YEAR ENROLLMENT PROJECTIONS
FULL TIME EQUIVALENT
SEPTEMBER 30, 2021 - 2031

WORCESTER COUNTY PUBLIC SCHOOLS TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
PRE-K	261	357	358	364	380	398	408	408	408	408	408
KINDERGARTEN	449	440	422	425	431	451	472	483	483	483	483
ELEMENTARY SPEC.	17	17	17	17	17	17	17	17	17	17	17
1	436	465	456	438	441	447	467	488	499	499	499
2	461	445	474	465	447	450	456	476	497	508	508
3	455	470	454	483	474	456	461	465	485	506	517
4	456	461	476	460	489	480	462	467	471	491	513
5	492	461	466	481	465	494	485	467	472	476	497
6	501	498	467	472	487	471	500	491	473	478	482
7	511	512	510	479	484	499	483	512	503	485	490
8	509	521	523	520	489	494	509	493	522	513	495
9	565	543	555	556	554	523	528	543	527	556	547
` 10	502	569	547	559	561	558	527	532	547	531	560
11	566	506	573	551	563	565	562	531	536	551	535
12	487	569	509	576	554	566	568	565	534	539	554
SECONDARY SPEC.	29	29	29	29	29	29	29	29	29	29	29
TOTAL ENROLLMENT	6,697	6,863	6,836	6,875	6,865	6,898	6,934	6,967	7,003	7,070	7,134
K-12 ENROLLMENT	6,436	6,506	6,478	6,510	6,485	6,500	6,526	6,559	6,595	6,662	6,726

WORCESTER COUNTY PUBLIC SCHOOLS

BUCKINGHAM ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

TOTAL ENROLLMENT	449	483	471	477	483	504	512	523	534	544	550
4	88	97	80	84	72	88	85	85	86	90	94
3	96	79	83	71	87	84	84	85	89	93	95
2	78	82	70	86	83	83	84	88	92	94	94
1	80	68	84	81	81	82	86	90	92	92	92
KINDERGARTEN	67	83	80	80	81	85	89	91	91	91	91
PRE-KINDERGARTEN	40	74	74	75	79	82	84	84	84	84	84
GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031

WORCESTER COUNTY PUBLIC SCHOOLS OCEAN CITY ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
PRE-KINDERGARTEN	37	72	73	74	77	81	83	83	83	83	83
KINDERGARTEN	104	92	88	89	90	94	99	101	101	101	101
1	85	107	95	91	92	93	97	102	104	104	104
2	98	89	111	99	95	96	97	101	106	108	108
3	84	99	90	112	100	96	97	98	102	107	109
4	100	85	100	91	113	101	97	98	99	103	108
TOTAL ENROLLMENT	508	544	557	556	567	561	570	583	595	606	613

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
PRE-KINDERGARTEN	64	70	70	71	74	78	80	80	80	80	80
KINDERGARTEN	95	86	82	83	84	88	92	94	94	94	94
1	89	99	90	86	87	88	92	96	98	98	98
2	92	91	101	92	88	89	90	94	98	100	100
3	95	97	96	106	97	93	94	95	99	103	105
								7			
TOTAL ENROLLMENT	435	443	439	438	430	436	448	459	469	475	477

WORCESTER COUNTY PUBLIC SCHOOLS

SHOWELL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
PRE-KINDERGARTEN	90	75	75	77	80	84	86	86	86	86	86
KINDERGARTEN	106	109	105	105	107	112	117	120	120	120	120
1	116	111	114	110	110	112	117	122	125	125	125
2	120	116	111	114	110	110	112	117	122	125	125
3	101	121	117	112	115	111	113	113	118	123	126
5 4	127	103	123	119	114	117	113	115	115	120	125
									, self sent selection		77.03
TOTAL ENDOLLMENT	660	625	645	607	606	646	650	670		600	707
TOTAL ENROLLMENT	660	635	645	637	636	646	658	673	686	699	707

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
PRE-KINDERGARTEN	30	66	66	67	70	73	75	75	75	75	75
KINDERGARTEN	77	70	67	68	69	72	75	77	77	77	77
1	66	80	73	70	71	72	75	78	80	80	80
2	73	67	81	74	71	72	73	76	79	81	81
3	79	74	68	82	75	72	73	74	77	80	82
TOTAL ENROLLMENT	325	357	355	361	356	361	371	380	388	393	395

WORCESTER COUNTY PUBLIC SCHOOLS

CEDAR CHAPEL SPECIAL SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
PRE-KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
ELEMENTARY SPEC.	17	17	17	17	17	17	17	17	17	17	17
SECONDARY SPEC.	29	29	29	29	29	29	29	29	29	29	29
TOTAL ENROLLMENT	46	46	46	46	46	46	46	46	46	46	46

WORCESTER COUNTY PUBLIC SCHOOLS

BERLIN INTERMEDIATE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	000	040	000	000	007	000	000	000	004		
5	326	318	288	306	297	302	309	298	301	303	317
6	341	326	318	288	306	297	302	309	298	301	303
						134.10					
TOTAL ENROLLMENT	667	644	606	594	603	599	611	607	599	604	620

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
4	83	96	98	97	107	98	94	95	96	100	104
5	87	84	97	99	98	108	99	95	96	97	101
6	85	88	85	98	100	99	109	100	96	97	98
7	99	88	91	88	101	103	102	112	103	99	100
8	89	104	93	96	93	106	108	107	117	108	104
TOTAL ENROLLMENT	443	460	464	478	499	514	512	509	508	501	507

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
4	58	80	75	69	83	76	73	74	75	78	81
5	79	59	81	76	70	84	77	74	75	76	79
6	75	84	64	86	81	75	89	82	79	80	81
7	77	75	84	64	86	81	75	89	82	79	80
8	86	78	76	85	65	87	82	76	90	83	80
TOTAL ENROLLMENT	375	376	380	380	385	403	396	395	401	396	401

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
7	335	350	335	327	297	315	306	311	318	307	310
0	204	220	054	000	001	001	010	010	045	000	044
0	334	339	354	339	331	301	319	310	315	322	311
	ve yours love										
										L	
TOTAL ENROLLMENT	669	689	689	666	628	616	625	621	633	629	621

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
9	77	00	105	0.4	07	0.4	407	100	400	440	100
9	77	90	105	94	97	94	107	109	108	118	109
10	83	78	91	106	95	98	95	108	110	109	119
11	94	86	81	94	109	98	101	98	111	113	112
12	79	97	89	84	97	112	101	104	101	114	116
TOTAL ENROLLMENT	333	351	366	378	398	402	404	419	430	454	456

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
9	84	91	83	81	90	70	92	87	81	95	88
10	82	87	94	86	84	93	73	95	90	84	98
11	94	83	88	95	87	85	94	74	96	91	85
12	83	94	83	88	95	87	85	94	74	96	91
TOTAL ENROLLMENT	343	355	348	350	356	335	344	350	341	366	362

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
9	404	362	367	202	067	050	200	0.47	000	0.40	050
5	404	302	307	382	367	359	329	347	338	343	350
10	337	404	362	367	382	367	359	329	347	338	343
11	378	337	404	362	367	382	367	359	329	347	338
12	325	378	337	404	362	367	382	367	359	329	347
TOTAL ENROLLMENT	1444	1481	1470	1515	1478	1475	1437	1402	1373	1357	1378

WORCESTER COUNTY PUBLIC SCHOOLS

WORCESTER TECHNICAL HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

GRADE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
ALL	635	667	661	684	681	686	673	661	656	658	669
		THE EASIDE CONT.	MACHINE STREET								



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

FINANCE OFFICER JESSICA R. WILSON, CPA DEPUTY FINANCE OFFICER

PHILLIP G THOMPSON, CPA

Morcester County

GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1105 P.O. Box 248 SNOW HILL, MARYLAND

21863

Weston Young, P.E. - Chief Administrative Officer TO:

Phillip G. Thompson - Finance Officer FROM:

Consolidated Public Improvement Bonds 2022 Series - Resolution RE:

October 24, 2022 DATE:

As you are aware, we are planning to hold the sale for our 2022 Bonds on November 15, 2022. We have been working with Bond Counsel, Funk and Bolton, as well as our financial advisors, Davenport and Company, to formalize the materials and reporting required for the sale. I have included the proposed Resolution for the Commissioners review and approval so that we can move forward with the sale process. The bond sale totals \$28,625,000 and includes the following projects:

Stephen Decatur Middle School Addition Project - \$10,020,000 Phase 2 Improvements to Worcester County Jail - \$10,955,000 Public Safety Logistical Storage Facility - \$3,050,000 - \$4,600,000 Ocean Pines Service Area Belt Filter Press

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



COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2022 SERIES

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY (THE "BOARD") PROVIDING FOR THE ISSUANCE AND SALE BY COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (THE "COUNTY") OF ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$28,625,000, OR IN SUCH LESSER AGGREGATE PRINCIPAL AMOUNT AS THE BOARD MAY SPECIFY BY A RESOLUTION SUPPLEMENTAL HERETO, TO BE KNOWN AS "COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2022 SERIES" (THE "BONDS") AND TO BE ISSUED PURSUANT TO THE AUTHORITY OF SECTIONS 11-401 AND 19-501 TO 19-510, INCLUSIVE, OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 9-601 TO 9-699, INCLUSIVE, OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, SECTION PW5-204 AND APPENDICES QQ (BILL 22-11), RR (BILL 22-12) AND SS (BILL NO. 22-13), AND TO BE CONSOLIDATED PURSUANT TO SECTION 19-101 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND; PRESCRIBING THE SUBSTANTIALLY FINAL FORM OF THE BONDS AND OTHER DETAILS INCIDENT TO THE SALE THEREOF; PROVIDING THAT THE BONDS SHALL BE ISSUED AND SOLD UPON THE FULL FAITH AND CREDIT OF THE COUNTY; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS BY THE COUNTY FOR THE PURPOSE OF (1) FINANCING OR REIMBURSING ALL OR A PORTION OF THE COSTS OF (A) ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY CONSTRUCTING, ENGINEERING. DESIGNING. EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR THE NEW PUBLIC SAFETY STORAGE FACILITY, (C) ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK AN ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL, AND (D) REPLACING THE BELT FILTER PRESS IN THE OCEAN PINES SERVICE AREA. AND (2) PAYING COSTS, FEES AND EXPENSES INCURRED BY THE COUNTY IN CONNECTION WITH THE ISSUANCE AND SALE OF THE BONDS AND OTHER RELATED COSTS; PROVIDING FOR A CONTINUING DISCLOSURE AGREEMENT RELATING TO THE BONDS; AUTHORIZING THE PRESIDENT OF THE BOARD TO SPECIFY, PRESCRIBE, DETERMINE, PROVIDE FOR OR APPROVE CERTAIN MATTERS, DETAILS, FORMS, DOCUMENTS OR PROCEDURES APPROPRIATE TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, OR PAYMENT OF OR FOR THE BONDS: AUTHORIZING CHANGES TO THE NOTICE OF SALE PROVIDED FOR HEREIN; PROVIDING THAT CERTAIN OTHER MATTERS IN CONNECTION WITH THE BONDS AND THE ISSUANCE AND SALE THEREOF BE

APPROVED BY THE BOARD PURSUANT TO A RESOLUTION OR RESOLUTIONS SUPPLEMENTAL TO THIS RESOLUTION, INCLUDING, WITHOUT LIMITATION, THE AMOUNT OF THE BONDS TO BE SOLD (SO LONG AS THE PRINCIPAL AMOUNT DOES NOT EXCEED THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS PERMITTED UNDER THIS RESOLUTION), THE AMOUNT OF THE BONDS MATURING OR PAYABLE IN EACH YEAR AND THE RATE OR RATES OF INTEREST ON THE BONDS; PROVIDING FOR THE ASSESSMENT AND LEVY IN EACH YEAR, SO LONG AS ANY OF THE BONDS ARE OUTSTANDING AND UNPAID, OF (1) ASSESSMENTS, CHARGES AND, IF NECESSARY, AD VALOREM TAXES ON ALL ASSESSABLE PROPERTY IN THE OCEAN PINES SANITARY SERVICE AREA TO PAY THE DEBT SERVICE ON THE PORTION OF THE BONDS ISSUED FOR THE OCEAN PINES BELT FILTER PRESS PROJECT, AND (2) AN AD VALOREM TAX ON ALL PROPERTY SUBJECT TO TAXATION WITHIN WORCESTER COUNTY, SUFFICIENT, TOGETHER WITH OTHER AVAILABLE FUNDS, TO PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY BECOME DUE AND PAYABLE: PROVIDING FOR A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE BONDS; MAKING OR PROVIDING FOR CERTAIN COVENANTS AND OTHER DETERMINATIONS RELATING TO THE TAX-EXEMPT STATUS OF INTEREST PAYABLE ON THE BONDS; AND GENERALLY PROVIDING FOR AND DETERMINING VARIOUS MATTERS IN CONNECTION THEREWITH.

RECITALS

County Commissioners of Worcester County, Maryland (the "County"), is a body politic and corporate and a political subdivision duly formed and existing under the Constitution and the Laws of the State of Maryland.

Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as amended (the "Act"), the County is authorized to borrow money for any proper public purpose and to evidence the borrowing by the issuance and sale of its general obligation bonds in the manner prescribed in the Act.

Pursuant to the Code of Public Local Laws of Worcester County, Maryland (the "Code of Public Local Laws"), Appendix QQ (Bill 22-11), enacted by the Board of County Commissioners of Worcester County (the "Board") on September 6, 2022 (the "Worcester County Jail Bond Bill"), the County has determined that (a) a public need exists in Worcester County for the engineering, design, construction and equipping of Phase 2 improvements to the Worcester County Jail (the "Worcester County Jail Project"), and (b) the financing of the costs thereof is a proper public purpose which may be financed by the issuance of the County's general obligation bonds pursuant to the Act. The Worcester County Jail Bond Bill provides for general obligation bonds of the County to be issued in an aggregate principal amount not to exceed \$10,955,670 in order to finance costs of the Worcester County Jail Project and other costs as described therein.

Pursuant to the Code of Public Local Laws, Appendix RR (Bill 22-12), enacted by the Board on September 6, 2022 (the "Public Safety Logistical Storage Facility Bond Bill"), the County has

determined that (a) a public need exists in Worcester County for the engineering, design, construction, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility (the "Public Safety Logistical Storage Facility Project"), and (b) the financing of the costs thereof is a proper public purpose which may be financed by the issuance of the County's general obligation bonds pursuant to the Act. The Public Safety Logistical Storage Facility Bond Bill provides for general obligation bonds of the County to be issued in an aggregate principal amount not to exceed \$3,050,000 in order to finance costs of the Public Safety Logistical Storage Facility Project and other costs as described therein.

Pursuant to the Code of Public Local Laws, Appendix SS (Bill 22-13), enacted by the Board on September 6, 2022 (the "Stephen Decatur Middle School Addition Bond Bill"), the County has determined that (a) a public need exists in Worcester County for the engineering, design, construction, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School (the "Stephen Decatur Middle School Addition Project"), and (b) the financing of the costs thereof is a proper public purpose which may be financed by the issuance of the County's general obligation bonds pursuant to the Act. The Stephen Decatur Middle School Addition Bond Bill provides for general obligation bonds of the County to be issued in an aggregate principal amount not to exceed \$10,024,184 in order to finance costs of the Stephen Decatur Middle School Addition Project and other costs as described therein.

The Worcester County Jail Bond Bill, the Public Safety Logistical Storage Facility Bond Bill and the Stephen Decatur Middle School Addition Bond Bill are hereinafter referred to collectively as the "Bond Bills."

The Worcester County Jail Project, the Public Safety Logistical Storage Facility Project and the Stephen Decatur Middle School Project are hereinafter referred to collectively as the "County Capital Projects."

Pursuant to the authority granted to it under the Act and the Bond Bills, the County desires (a) to pledge its full faith and credit and taxing power in the issuance and sale of its bonds in an aggregate principal amount of up to \$24,025,000 (which is the aggregate principal amount of the County Capital Projects provided for in the Bond Bills, rounded down to the nearest \$5,000) for the purpose of (i) financing all or a portion of the costs of the County Capital Projects, and (ii) paying costs, fees and expenses incurred by the County in connection with the issuance and sale of such bonds and other related costs, and (b) to assess and levy, in each year, so long as any of such bonds are outstanding and unpaid, an ad valorem tax on all property subject to taxation within Worcester County sufficient in rate and amount, together with other moneys available therefor, to pay the interest payable in that year on all outstanding bonds for such purposes and the principal of all bonds maturing or coming due in that year.

The County has determined that the funds required for the County Capital Projects can be provided at the lowest annual interest rate and costs of issuance to the County by the issuance of general obligation bonds by the County.

Pursuant to Section 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended (the "Sanitary District Act"), the County is authorized to pledge the

full faith and credit of the County and issue its general obligation bonds in the manner prescribed in the Sanitary District Act to pay all or a portion of the costs of a project (as defined in the Sanitary District Act); and pursuant to Section PW5-204 of Subtitle II of Title 5 of the Public Works Article of the Code of Public Local Laws ("Section PW5-204") and Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as amended ("Section 11-401"), the County is authorized, among other things, (a) to exercise all the powers of a water or sewer authority or sanitary district or commission, and (b) to acquire, construct, operate and maintain water and sewerage systems as the Board considers to be in the public interest and necessary to protect the general health and welfare. The County has determined that (a) a public need exists in Worcester County to finance costs of replacing the belt filter press in the Ocean Pines Sanitary Service Area (the "Ocean Pines Belt Filter Press Project") and (b) the financing of the costs of the Ocean Pines Belt Filter Press Project is a proper public purpose which may be financed by the issuance of the County's general obligation bonds pursuant to the Sanitary District Act.

Pursuant to the authority granted to it under the Act, the Sanitary District Act, Section 11-401 and Section PW5-204, the County desires (a) to pledge its full faith and credit and taxing power in the issuance and sale of its bonds in the aggregate principal amount of up to \$4,600,000 for the purpose of (i) financing all or a portion of the costs of the Ocean Pines Belt Filter Press Project, and (ii) paying costs, fees and expenses incurred by the County in connection with the issuance and sale of such bonds and other related costs, and (b) to assess and levy, in each year, so long as any of such bonds are outstanding and unpaid, assessments on an equivalent dwelling unit ("EDU") basis on all properties in the Ocean Pines Sanitary Service Area and, if necessary, an ad valorem tax on all property subject to taxation within Worcester County sufficient in rate and amount, together with other moneys available therefor, to pay the interest payable in that year on all outstanding bonds and the principal of all such bonds maturing or coming due in that year.

Pursuant to Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as amended (the "Consolidating Act"), the issues of bonds so authorized, or portions thereof, may be consolidated with one another, and the County has determined that it is in the best interest of the County to consolidate the issues of bonds authorized by the Act, the Bond Bills and the Sanitary District Act.

Pursuant to the Act, the Sanitary District Act, Section 11-401, Section PW5-204, the Bond Bills and the Consolidating Act, the Board desires (a) to provide by resolution for the issuance of the bonds hereinabove described, (b) to provide for other matters in reference thereto, (c) to prescribe the manner of the sale of such bonds and the terms and conditions under which they shall be offered for sale, (d) to prescribe the substantially final form of such bonds, (e) to provide for the use of the proceeds of the sale of such bonds, (f) to provide for the payment of the principal of and interest on such bonds as such bonds shall respectively mature or come due, by levying taxes to pay for the same, and (g) to provide for and determine various matters in connection therewith.

The Board has determined that it is in the best interest of the County to authorize the President of the Board and the Chief Administrative Officer of the County (the "Chief Administrative Officer"), as applicable, to make certain other determinations in connection with the sale of the Bonds.

The Board desires that certain additional matters concerning such bonds, including, without limitation, (a) providing for a lesser aggregate principal amount of such bonds, if the Board deems such lesser amount to be in the best interest of the citizens of Worcester County, (b) providing for a change in the amount(s) of such bonds maturing in each year, (c) providing for the acceptance by the County of one of the bids received for the purchase of such bonds, (d) fixing the interest rate or rates payable on such bonds, (e) providing for any changes to the form of such bonds and the Continuing Disclosure Agreement (hereinafter defined) approved pursuant to this Resolution, (f) ratifying the Preliminary Official Statement of the County to be prepared and distributed in connection with the issuance and sale of such bonds, (g) ratifying any changes made to the Notice of Sale (hereinafter defined) approved pursuant to this Resolution, (h) approving the Official Statement of the County to be prepared in connection with the issuance and sale of such bonds, and (i) authorizing the execution, issuance and distribution of such Official Statement, be provided by and through one or more resolutions administrative in nature and supplemental hereto (each, a "Supplemental Resolution").

References in this Resolution to the terms "finance" or "financing" shall be construed to include references to "reimburse" or "reimbursing," as and to the extent applicable.

NOW, THEREFORE, in accordance with the Act, the Sanitary District Act, Section 11-401, Section PW5-204, the Bond Bills and the Consolidating Act (collectively, the "Enabling Legislation"):

- <u>Section 1.</u> BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That all terms used herein which are defined in the Recitals hereof or the Exhibits hereto shall have the meanings given such terms therein.
- Section 2. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That (a) the County shall borrow upon the full faith and credit of the County and issue and sell upon the full faith and credit of the County, at any time after the adoption of this Resolution, its general obligation bonds in fully-registered form in an aggregate principal amount of Twenty-Eight Million Six Hundred Twenty-Five Thousand Dollars (\$28,625,000), or in such lesser amount as the Board may specify by the adoption of a Supplemental Resolution, such bonds to be known as the "County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2022 Series" (the "Bonds") or by such other name as the Board may specify in a Supplemental Resolution. The Bonds shall be issued in denominations of \$5,000 and integral multiples thereof.
- (b) The Bonds shall be dated the date of their delivery; provided that such date of issue may be changed by a Supplemental Resolution. The Bonds shall be dated as of such date of issue, shall be issued initially in book-entry form by issuing a single bond for each maturity registered in the name of Cede & Co., as nominee for The Depository Trust Company or its successor ("DTC") (provided that if DTC so requests or if DTC is replaced as the depository for the Bonds, replacement Bonds shall be issued in denominations of \$5,000 each or any integral multiple thereof), and shall be consecutively numbered in such manner as shall be determined by the Bond Registrar and Paying Agent (as defined in Section 11 hereof). References in this Resolution to DTC or its nominee shall be construed to refer to any successor securities depository to

DTC or to any securities depository replacing DTC, or such other securities depository's nominee, as applicable. References in this Resolution to Cede & Co. shall be construed to refer to any successor or replacement nominee of DTC or any other applicable securities depository, as applicable.

- (c) The Bonds shall be payable (i) in annual serial maturities and/or (ii) as term bonds payable with mandatory sinking fund payments, as designated by the successful bidder for the Bonds, provided that such serial maturities or mandatory sinking fund installment payments shall be made consecutively in 15 consecutive annual payments, the first such payment to be on August 1, 2023, and the last such maturity to be on August 1, 2037. The schedule of proposed maturities and/or mandatory sinking fund payments for the Bonds, and the schedule of proposed maturities and/or mandatory sinking fund payments for the portion of the Bonds issued to finance costs of the County Capital Projects (the "County Capital Projects Portion") and the portion of the Bonds issued to finance costs of the Ocean Pines Belt Filter Press Project (the "Ocean Pines Belt Filter Press Project Portion") are set forth in Exhibit A hereto; provided that such schedule is anticipated to be modified in the Supplemental Resolution.
- (d) Certain of the Bonds shall be subject to redemption at the option of the County prior to maturity, as provided in Section 3(a) of this Resolution.
- (e) The Bonds shall be sold by the solicitation of competitive bids at public sale after publication of the notice of such sale provided for in Section 9 hereof (the "Notice of Sale"), the substantially final form of which is set forth in Exhibit C of this Resolution, and shall bear interest at the rate or rates named by the successful bidder under the terms of the Notice of Sale, which interest shall be paid as provided in the substantially final form of Bond set forth in Exhibit B of this Resolution, and such interest shall be payable on semiannually on the first day of February and the first day of August in each year, commencing August 1, 2023, until and including the date of maturity or earlier redemption.
- (f) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication of such Bond, unless such Bond is registered and authenticated on an interest payment date, in which case it shall bear interest from such interest payment date, or, unless authenticated prior to the first interest payment date, in which case it shall bear interest from the date of issue of the Bonds, or unless, as shown by the records of the Bond Registrar and Paying Agent, interest on such Bond shall be in default, in which event such Bond shall bear interest from the date to which interest was last paid on such Bond.
- (g) The Bonds shall be issued without coupons, in substantially the form attached hereto as Exhibit B and made part hereof, and shall be completed in accordance with the provisions of this Resolution. Such form with such changes therein as may be specified in a Supplemental Resolution or as the President of the Board shall approve (such approval to be conclusively evidenced by the execution and delivery of the Bonds by the President of the Board), together with all of the covenants and conditions therein contained, is hereby adopted by the County as and for the form and tenor of obligation to be incurred by the County, and such covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained.

- (h) If a principal payment date or interest payment date falls on a Saturday, a Sunday or a day on which the County or the Bond Registrar and Paying Agent is not required to be open, payment may be made on the next succeeding day that is not a Saturday, a Sunday or a day on which the County or the Bond Registrar and Paying Agent is authorized or obligated by law to remain closed, and no interest shall accrue on the scheduled amount due for the intervening period.
- <u>Section 3.</u> AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That certain of the Bonds shall or may be subject to redemption prior to maturity as follows:
- (a) The Bonds maturing on and after August 1, 2033, shall each be subject to redemption prior to their respective maturities, at the option of the County, as a whole or in part at any time on or after August 1, 2032, but only upon payment of a redemption price equal to 100% of the principal amount of the Bonds (or portions thereof) to be redeemed, together with accrued interest on the principal amount being redeemed to the date fixed for redemption at the rate or rates stated in the Bonds to be redeemed in whole or in part, without premium or penalty.
- (b) If the successful bidder for the Bonds designates any two or more sequential annual maturities of the Bonds as mandatory sinking fund installment payments for a term bond (a "Term Bond") in accordance with the Notice of Sale, such Term Bond shall be subject to mandatory sinking fund redemption prior to maturity or payment at the stated maturity date, as the case may be, at a redemption price, or price at maturity, equal to 100% of the principal amount thereof on the dates specified by the successful bidder and in the principal amounts set forth opposite such dates in the final amortization schedule for the Bonds that is determined in accordance with Section 4 or Section 9 hereof, as applicable, and the Notice of Sale, plus accrued interest on such principal amount to the date fixed for mandatory sinking fund redemption or the stated maturity date, as applicable.
- (c) The Bonds shall be redeemed only in integral multiples of \$5,000. If less than all of the outstanding Bonds shall be called for redemption at the option of the County, such redemption shall be in the order of maturity as is specified at that time by the Chief Administrative Officer, and, if fewer than all of the Bonds of any one maturity shall be called for redemption, then the particular Bonds or portions of Bonds of such maturity to be redeemed shall be chosen by lot by the Bond Registrar and Paying Agent (hereinafter defined) in such manner as, in its discretion, it shall determine, except that so long as DTC or its nominee is the sole registered owner of the Bonds, the particular Bonds or portion to be redeemed shall be selected by lot by DTC, in such manner as DTC shall determine. Each \$5,000 portion of a Bond shall be treated as a separate Bond in the selection by lot of Bonds to be redeemed.
- (d) Notice calling for redemption of the Bonds to be redeemed in whole or in part shall be mailed by the Bond Registrar and Paying Agent by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to all registered owners of the Bonds to be redeemed in whole or in part, at their last addresses appearing on the registration books kept by the Bond Registrar and Paying Agent, but failure to mail any such notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the sufficiency of the redemption of the Bonds. Notwithstanding the foregoing, so long as DTC or its nominee is the sole registered owner of the

Bonds, such notice shall be given only to DTC or its nominee and shall be given by means required by DTC in a timely manner designed to assure that such notice is in DTC's or its nominee's possession no later than the close of business on such 30th day, unless waived by DTC. Such notice shall state (i) whether the Bonds are to be redeemed in whole or in part and, if in part, the maturities, numbers, interest rates and CUSIP numbers of the Bonds to be redeemed, (ii) the date fixed for redemption and the redemption price, (iii) that the interest on the Bonds (or portions thereof) so called shall cease to accrue on the date fixed for redemption, (iv) that the Bonds to be redeemed in whole or in part be then presented for redemption and payment at the designated corporate trust office of the Bond Registrar and Paying Agent in Wilmington, Delaware, or at such other office as the Bond Registrar and Paying Agent shall indicate, (v) a contact person and phone number for the Bond Registrar and Paying Agent, and (vi) any conditions to such redemption.

- (e) On the date fixed for redemption, moneys for the payment of the redemption price plus accrued interest being held by the Bond Registrar and Paying Agent, the Bonds (or portions thereof) so called for redemption shall become due and payable at the redemption price provided for redemption of such Bonds in whole or in part on such date, interest on such Bonds (or portions thereof) so called for redemption shall cease to accrue, and the registered owners of such Bonds so called for redemption in whole or in part shall have no rights in respect thereto except to receive payment of the redemption price thereof, plus accrued interest on the principal amount being redeemed to the date fixed for redemption from such moneys held by the Bond Registrar and Paying Agent.
- If it is determined that a portion, but not all of the principal amount represented by any Bond is to be called for redemption, then upon notice of intention to redeem such portion, the registered owner of such Bond shall forthwith surrender such Bond to the Bond Registrar and Paying Agent (i) for payment of the redemption price (including interest to the date fixed for redemption) of the portion of the principal amount thereof called for redemption, and (ii) in exchange for a new Bond or Bonds in authorized denominations totaling the unredeemed balance of the principal amount of such Bond, and having the same form and tenor as such Bond; provided, however, that, so long as Cede & Co. is the registered owner of all of the Bonds, DTC may make an appropriate notation on the applicable Bonds indicating the date and amounts of such reduction in principal. If the Bonds are required to be surrendered to the Bond Registrar and Paying Agent, new Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the registered owner thereof without charge therefor. If the registered owner of any such Bond shall fail to present such Bond to the Bond Registrar and Paying Agent for payment and exchange as aforesaid, such Bond shall nevertheless become due and payable on the date fixed for redemption to the extent of the portion of the principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Bond called for redemption on and after the date fixed for redemption and no new Bonds shall be thereafter issued corresponding to such portion.
- Section 4. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the Bonds shall be executed on behalf of the County by the President of the Board by his manual or facsimile signature, and shall bear an impression or facsimile of the corporate seal of the County attested by the manual or facsimile signature of the Chief Administrative Officer. In the event that any official whose signature shall appear on the Bonds shall cease to be such official prior to the delivery of the Bonds, such signature

shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

- Section 5. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That (a) the proceeds of the purchase price of the Bonds (exclusive of the underwriter's discount payable to the successful bidder for the Bonds) shall be paid to the County and shall be applied by the County as follows:
- (i) Up to \$4,600,000 of the proceeds of the Bonds shall be applied to the payment of costs of the Ocean Pines Belt Filter Press Project and payment of an approximately prorata portion of costs, fees and expenses, including advertising, printing, financial advisory and legal fees incurred in connection with the issuance and sale of the Bonds and other related costs;
- (ii) The remaining proceeds of the Bonds shall be applied by the County to payment of the costs of the County Capital Projects and payment of an approximately pro-rata portion of costs, fees and expenses, including advertising, printing, financial advisory and legal fees incurred in connection with the issuance and sale of the Bonds and other related costs, in amounts not to exceed the maximum par amount provided for in each Bond Bill with respect to a particular County Capital Project.
- (b) Any proceeds of the Bonds remaining unused or reserved for the purposes described in subsection (a) above (including, without limitation, any rounding amounts applicable to the fact that the Bonds are issued in denominations of \$5,000 and integral multiples thereof), and any investment earnings on the Bonds shall, in the discretion of the Board, be applied to such other purpose pertaining to the County Capital Projects and the Ocean Pines Belt Filter Press Project (each, a "Project" and collectively, the "Projects") or the Bonds as may be approved by the Board, subject to any applicable law. In addition, the Board expressly reserves the right to amend the Bond Bills, this Resolution, any Supplemental Resolution, or any of them, after the date of issuance and delivery of the Bonds, to authorize use of any such proceeds for such other public purpose or purposes as the Board may approve by enactment of an amendment to the Bond Bills, this Resolution, any Supplemental Resolution, or any of them, in accordance with, and pursuant to, applicable law.
- Section 6. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the payment of interest on the Bonds when due and the principal of the Bonds at maturity or upon redemption shall be backed by the full faith and credit of the County. However, it is intended that the debt service on the Ocean Pines Belt Filter Press Project Portion of the Bonds shall be paid from the sources described in subsection (b) of Section 12 of this Resolution.
- Section 7. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That (a) the Chief Administrative Officer is hereby authorized to make such modifications to the form of the Bonds as may be appropriate to conform to any standard specifications for registered municipal securities which may be promulgated by any body generally recognized in the municipal securities industry (including, without limitation, the American National Standards Institute) in order to facilitate computer or other mechanical

processing methods for registration of municipal bonds, or to reflect the provisions of this Resolution or any Supplemental Resolution.

- (b) The Chief Administrative Officer shall also initiate a system for registration of the Bonds in book-entry form and is hereby authorized to enter into such agreements and to make such modifications to the substantially final form of the Bonds (as set forth in Exhibit B and the substantially final form of the Notice of Sale (as set forth in Exhibit C hereto) as may be necessary to provide for registration of the Bonds in book-entry form, with DTC, by issuance of not less than one bond of each maturity.
- (c) The Chief Administrative Officer may replace any securities depository for the Bonds pursuant to a book-entry registration system established in accordance with this Section if the Chief Administrative Officer determines that such securities depository is incapable of discharging its duties with respect to the Bonds, or that the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of such book-entry system. Notice of such determination shall be given to such securities depository not less than 30 days prior to the effective date of any such replacement.

Thereafter, the Chief Administrative Officer may cause the County to issue replacement Bonds to a substitute securities depository, to participants of a securities depository to be replaced or to beneficial owners of the Bonds properly identified by such participants.

- (d) When the Chief Administrative Officer initiates a book-entry registration system to be maintained by DTC or replaces DTC with another securities depository (either, a "Depository"), the Chief Administrative Officer shall execute and deliver to the Depository any representation letters as shall be deemed necessary or appropriate by the Chief Administrative Officer or other agreements then required by the Depository in order to qualify the Bonds for registration in book-entry form by the Depository. The Chief Administrative Officer is hereby authorized to agree to any different manner for the payment of interest or principal or any different procedures for the redemption of bonds which is determined in accordance with any representation letters entered into with any Depository; in addition, such payments and procedures shall be made in accordance with the operational arrangements of any Depository without the necessity of obtaining the consent of the Chief Administrative Officer. Transfer or crediting of the appropriate principal and interest to the participants in the Depository will be the responsibility of the Depository, and transfer and crediting of principal and interest payments to the beneficial owners of the Bonds or their nominees will be the responsibility of the participants in the Depository. Transfers of beneficial ownership of the Bonds will be effected on the records of the Depository (and its participants) pursuant to rules and procedures established by the Depository.
- (e) Any securities depository selected in accordance with this Resolution and each of its participants and the beneficial owners of the Bonds, by their acceptance of the Bonds shall agree that the County and the Chief Administrative Officer shall have no liability for the failure of any such securities depository which may be selected as herein provided to perform its obligations to the participants and the beneficial owners of the Bonds, nor shall either the County or the Chief Administrative Officer be liable for the failure of any participant or other nominee of the beneficial owners to perform any obligation the participant may incur to a beneficial owner of the Bonds.

<u>Section 8.</u> AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the Bonds shall be authenticated and shall be subject to registration, exchange and transfer as follows:

- (a) No Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication substantially in the form set forth in Exhibit B hereof shall have been duly executed by the Bond Registrar and Paying Agent, and such executed certificate of the Bond Registrar and Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered pursuant to this Resolution. The Bond Registrar and Paying Agent's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Bond Registrar and Paying Agent, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.
- (b) Upon presentation of any Bond for such purpose at the designated office of the Bond Registrar and Paying Agent, the Bond Registrar and Paying Agent shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as the County or the Bond Registrar and Paying Agent may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain outstanding, the County shall cooperate in making all necessary provisions to permit the exchange of Bonds at the designated office of the Bond Registrar and Paying Agent.

Each Bond shall be transferable only upon the books of the County maintained by the Bond Registrar and Paying Agent, at the written request of the registered owner thereof or his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Bond Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing. Upon the surrender for transfer of any Bond, the County shall issue, and the Bond Registrar and Paying Agent shall authenticate, in the name of the transferee, in authorized denominations, a new Bond or Bonds of the same aggregate principal amount as the surrendered Bond and in the authorized denomination or denominations.

The County and the Bond Registrar and Paying Agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Bond Registrar and Paying Agent shall be affected by any notice to the contrary.

Bonds, upon surrender thereof at the designated office of the Bond Registrar and Paying Agent with a written instrument of transfer satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the County shall execute and the Bond Registrar and Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution or any Supplemental Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar and Paying Agent. For every such exchange or transfer of Bonds, the County or the Bond Registrar and Paying Agent may make a charge for any tax, fee or other governmental charge, shipping charges or insurance required to be paid with respect to such exchange or transfer. Such charge shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Bond Registrar and Paying Agent shall not be obligated to make any such exchange or transfer of Bonds after the fifteenth day of the month next preceding an interest payment date on the Bonds, or in case of any proposed redemption of the Bonds, during the 15 days next preceding the date of the mailing of notice of such redemption. The Bond Registrar and Paying Agent shall not be required to make any transfer or exchange of any Bonds called for redemption.

(c) In the event that any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Bond Registrar and Paying Agent may authenticate a new Bond of like date, maturity, interest rate and denomination as that of the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bonds, such mutilated Bonds shall first be surrendered to the Bond Registrar and Paying Agent, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the County and the Bond Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the County and the Bond Registrar and Paying Agent, together with indemnity satisfactory to them. In the event any such Bond shall be about to mature or have matured or been called for redemption, instead of issuing a duplicate Bond, the Bond Registrar and Paying Agent may pay the same without surrender thereof. The County and the Bond Registrar and Paying Agent may charge the registered owner of such Bond their expenses and reasonable fees, if any, in this connection.

AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY Section 9. COMMISSIONERS OF WORCESTER COUNTY, That the Bonds shall be sold at public sale upon submission of electronic bids only using the Parity® bidding system to the bidder therefor whose bid provides the lowest true interest cost to the County, for cash at not less than par, after advertisement by publication of the Notice of Sale at least twice in one or more daily or weekly newspapers having a general circulation in Worcester County, Maryland, provided that the sale shall be held not sooner than 10 days following the first insertion of the Notice of Sale. The published Notice of Sale shall be in substantially the form attached hereto as Exhibit C, with such changes therein as the President of the Board shall approve prior to publication. The final form of the published Notice of Sale shall also be included as an appendix to the Preliminary Official Statement and the Official Statement provided for herein. The sale of the Bonds shall be held at 10:45 a.m. on Tuesday, November 15, 2022; provided, however, that the Chief Administrative Officer may change the date and/or time of such sale. If any such change in the date and/or time of sale is made prior to approval of the proof of the published Notice of Sale, such change shall be included in the published Notice of Sale. Subject to the further provisions of this Section 9, the Bonds shall be sold upon the terms and conditions set forth in the published Notice of Sale. In light of increasing volatility in the capital markets in recent months, the Board hereby authorizes the President of the Board, with the advice of the Chief Administrative Officer, the Finance

Officer, the financial advisor to the County and/or bond counsel to the County, to determine that modifications should be made to the Notice of Sale prior to the sale of the Bonds, including (without limitation) with regard to the principal amortization schedule for the Bonds and/or the bidding parameters for the Bonds, or to correct any inaccuracies therein. Any such modifications to the Notice of Sale following publication, including any change in the date and/or time of sale following such publication, shall be communicated via www.i-dealprospectus.com (or a related service) or by TM3 News Service and shall be ratified and confirmed by the Board in a Supplemental Resolution adopted by the Board. The Bonds shall be sold upon the terms and conditions of the published Notice of Sale, as it may be modified in accordance with the provisions of this Section 9, and the published Notice of Sale, as it may be so modified, shall be considered the applicable notice of the sale of the Bonds for all purposes, including the provisions of this Resolution.

AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY Section 10. COMMISSIONERS OF WORCESTER COUNTY, That promptly after the sale of the Bonds to the successful bidder therefor, unless the Board rejects all bids for the Bonds by a Supplemental Resolution, the interest rate or rates payable thereon shall be fixed according to the terms and conditions of the sale by a Supplemental Resolution adopted by the Board, and the Bonds shall thereupon be suitably printed and delivered to the Bond Registrar and Paying Agent for completion, authentication and delivery to DTC (or retention by the Bond Registrar and Paying Agent on behalf of DTC under DTC's "FAST" system) for the account of the successful bidder therefor as provided in the Notice of Sale. Any such Supplemental Resolution shall be adopted by the Board and shall be effective upon the date of the award of the Bonds to the successful bidder therefor. Supplemental Resolution shall further provide for the following: (a) the revision or confirmation of (i) the dates of maturity of the Bonds, (ii) the aggregate principal amount of the Bonds being issued and (iii) the principal amount of the Bonds maturing in each year and/or payable by mandatory sinking fund redemption in the years specified by the successful bidder for the Bonds, and acceptance by the County of a bid or bids received for the purchase of the Bonds pursuant to the terms and conditions of the Notice of Sale (as it may be modified as provided in Section 9 above), (b) authorization of the execution, issuance and distribution of the Official Statement, (c) ratification of the Preliminary Official Statement of the County prepared and distributed in connection with the issuance and sale of the Bonds, (d) ratification of any changes made to the published Notice of Sale, (e) provision for changes, if necessary, to the form of the Bonds and the Continuing Disclosure Agreement, (f) approval of the Official Statement of the County prepared in connection with the issuance and sale of the Bonds, and (g) such other matters as the Board shall deem necessary or advisable to consummate the transactions contemplated by this Resolution. The proceeds of the sale of the Bonds shall be paid the Finance Officer of County (the to the "Finance Officer") and disbursed by the Finance Officer as provided in this Resolution.

Section 11. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That Manufacturers and Traders Trust Company is hereby designated and appointed as the Bond Registrar and Paying Agent for the Bonds (the "Bond Registrar and Paying Agent shall maintain books of the County for the registration and transfer of the Bonds. The County may from time to time, either prior to or following the issuance of the Bonds, designate and appoint one or more alternate or substitute Bond Registrar and Paying Agents, paying agents, co-paying agents or authenticating agents for the Bonds, and any such alternate or substitute shall be deemed to be the Bond Registrar and Paying

Agent or an alternate Bond Registrar and Paying Agent for all purposes specified herein and in the resolution appointing such substitute or alternate. Any such designation and appointment shall be made by the Board by resolution; and the exercise of such power or appointment, no matter how often, shall not be an exhaustion thereof. Prior to each semi-annual interest payment date, the Finance Officer or other appropriate County official or employee shall deposit with the Bond Registrar and Paying agent, from the tax proceeds and other moneys described in Section 12 below, the amounts needed to pay the interest on and any principal of the Bonds coming due on such interest payment date. All moneys so deposited with the Bond Registrar and Paying Agent as trust funds for the payment of particular Bonds for periods of more than three years from the due date or such other period as may be required by applicable law, shall be returned by the Bond Registrar and Paying Agent to the County or as otherwise then required by applicable law.

- AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY Section 12. COMMISSIONERS OF WORCESTER COUNTY, That (a) for the purpose of paying interest on the Bonds and also for the purpose of paying the principal of the Bonds as and when they respectively mature or are payable, there is hereby assessed and levied, and there shall hereafter be assessed and levied and collected in each year, so long as any of the Bonds are outstanding and unpaid, an ad valorem tax on all property subject to taxation within Worcester County sufficient in rate and amount, together with other available funds (including without limitation, those described in subsection (b) below) to pay the interest on all of the Bonds then issued and outstanding as the same becomes due and payable and to pay and redeem the principal of the Bonds as the same shall respectively mature or become payable by mandatory sinking fund redemption, and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as and when the same respectively mature or become due. If the Bonds are issued in any year after the making by the County of the regular levy for that year, then the County shall pay any and all interest becoming due before the next levy out of any other funds at its disposal, and the County shall levy at the next succeeding levy an amount sufficient to reimburse such other funds.
- (b) For the purpose of paying interest on the Ocean Pines Belt Filter Press Project Portion of the Bonds and also for the purpose of paying the principal of such portion of the Bonds as and when they respectively mature or are payable, there is hereby assessed and levied, and there shall hereafter be assessed and levied and collected in each year, so long as any of such portion of the Bonds are outstanding and unpaid, (i) assessments on an EDU basis on all properties in the Ocean Pines Sanitary Service Area and (ii) if necessary, an ad valorem tax on all property subject to taxation within the Ocean Pines Sanitary Service Area in rate and amount sufficient to pay the interest on such portion of the Bonds then outstanding as the same becomes due and payable to pay and redeem the principal of such portion of the Bonds as the same shall respectively mature.
- (c) Notwithstanding the foregoing provisions of this Section 12, the County may apply to the payment of the principal of and interest on the Bonds as and when the same respectively are due and/or mature, funds received by the County 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.
- Section 13. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That any moneys held by the County and

designated for payment of costs of the respective Projects and not required for immediate disbursement and withdrawal, shall be invested or reinvested in accordance with Section 17-101 of the Local Government Article of the Annotated Code of Maryland, as amended, pursuant to the Code of Public Local Laws, any other applicable law, and a resolution entitled "Resolution Authorizing Investments by Finance Officer" adopted by the County on August 22, 1995, as supplemented. Such investments shall be made in the discretion of the Finance Officer (provided, however, that the Board may by written direction direct the investments).

- Section 14. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County covenants and agrees with the registered owners from time to time of the Bonds, as follows:
- (a) The County covenants that it will not make any use of any portion of the proceeds of any of the Bonds or any moneys, securities or other obligations on deposit to the credit of the County and designated for application to (i) the costs of the respective Projects, or portions thereof, or (ii) the County or otherwise, which may be deemed by the Internal Revenue Service to be proceeds of any of the Bonds pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, and Income Tax Regulations issued thereunder (collectively, the "Code"), which would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.
- (b) The County further covenants that it will comply with those provisions of Section 148 of the Code which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds. To the extent that provisions of Section 148 of the Code apply to only a portion of the Bonds, proceeds of the Bonds or other moneys, securities or other obligations deemed to be proceeds, it is intended that the covenants of the County contained in this Section be construed so as to require the County to comply with Section 148 of the Code only to the extent of such applicability.
- (c) The County further covenants that it will not (i) take any action, (ii) fail to take any action, or (iii) make any use of the proceeds of any of the Bonds, which would cause the interest on any of the Bonds to be or become includible in gross income of the registered owners of any of the Bonds for purposes of Section 103 of the Code.
- (d) The County specifically covenants that it will comply with the provisions of the Code applicable to the Bonds, including, without limitation, compliance with provisions regarding the timing of the expenditure of the proceeds of the Bonds, the use of such proceeds and the Projects or purposes financed with such proceeds, the restriction of investment yields, the filing of information with the Internal Revenue Service, and the rebate of certain earnings resulting from the investment of the proceeds of the Bonds or payments in lieu thereof. The County further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof and take such other and further actions as may be required to maintain the exemption from federal income taxation of interest on the Bonds for purposes of Section 103 of the Code. All officials, officers, employees and agents of the County are hereby authorized and directed to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds as may be necessary or appropriate.

Pursuant to the authority of Section 19-232 of the Local Government Article of the Annotated Code of Maryland, the Finance Officer shall be the official of the County responsible for the execution and delivery on the date of the issuance of the Bonds of a certificate of the County (the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code, and such official is hereby authorized and directed to approve, execute and deliver the Section 148 Certificate to counsel rendering an opinion on the validity and tax status of the Bonds on the date of the issuance of the Bonds. The County shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations to the credit of any account of the County that may be deemed to be proceeds of the Bonds pursuant to the Code. The County covenants with the registered owners of the Bonds that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the County's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official's or officials' knowledge, true and correct as of that date. The Finance Officer may set forth in, or provide for in the Section 148 Certificate and/or the Form 8038-G to be signed by the Finance Officer and filed in connection with the issuance of the Bonds, any issue elections, designations, determinations or allocations or representations or certifications deemed necessary or desirable following consultation with bond counsel to the County.

Section 15. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That as soon as may be practicable after the sale hereinabove provided for has been held, the Bonds (unless all bids for the Bonds are rejected by the Board) shall be suitably prepared in definitive form, executed and delivered to the successful bidder therefor upon receipt of the purchase price therefor, less the good faith deposit for the Bonds provided for in the Notice of Sale and less the underwriter's discount retained by the successful bidder for the Bonds. It is anticipated that the date of issuance of the Bonds will be November 30, 2022; provided that, the Chief Administrative Officer may determine to move the date of issuance of the Bonds to another date. The President of the Board (or the Vice President of the Board in the absence or unavailability of the President of the Board), the Chief Administrative Officer, the Finance Officer, and all other appropriate officials and employees of the County are expressly authorized, empowered and directed to (i) take any and all action not otherwise expressly provided for herein or in the Bond Bills or Section PW5-204 that is appropriate or necessary to complete and close the sale, award and delivery of the Bonds to the successful bidder therefor, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith that are not otherwise expressly provided for herein, and (iii) carry out the transactions contemplated by the Bond Bills, Section PW5-204, this Resolution, any Supplemental Resolution, and any documents, certificates or instruments executed and delivered in connection with the Bonds, all to the extent any such action is not already delegated to a specific official or officials and to the extent such action is within the scope of their respective authority. Any such action taken by the applicable officials or employees prior to the adoption of this Resolution is hereby ratified, confirmed and approved by adoption of this Resolution.

Section 16. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OR WORCESTER COUNTY, That subsequent to the issuance, sale and delivery of the Bonds, regardless of the date on which the Bonds are issued, the President of the Board, on behalf of the County, or the Vice President of the Board, on behalf of the County and only in the absence and unavailability of the President of the Board, by approval order or otherwise, may

take such actions and execute and approve on behalf of the County any documents or certificates or amendments thereto in connection with, and in order to effectuate, the issuance, sale and delivery of the Bonds, pursuant to the provisions of such documents, subject to any approval by the Board as may be required pursuant to federal tax law.

AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY Section 17. COMMISSIONERS OF WORCESTER COUNTY, That the preparation and distribution of a Preliminary Official Statement of the County relating to the Bonds (the "Preliminary Official Statement"), in such form as may be approved by the President of the Board, is hereby approved, such approval to be evidenced conclusively by the execution and delivery by the President of the Board and the Chief Administrative Officer, on behalf of the County, of a certificate deeming the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12, subject to revision, completion and amendment in the final Official Statement referred to herein. The substantially final forms of the alternative issue price certificates for the Bonds contemplated by the substantially final form of the Notice of Sale attached hereto as Exhibit C are set forth in Exhibit E to this Resolution, and the Finance Officer, in consultation with bond counsel to the County, is hereby authorized to approve any modifications to such forms attached hereto as Exhibit E before their inclusion in the Preliminary Official Statement. In addition, the President of the Board is hereby authorized and empowered to approve any supplements or amendments to the Preliminary Official Statement deemed necessary or desirable after the printing or posting of the same, such approval to be evidenced conclusively by the President of the Board's execution of the same. Any signature of the President of the Board contemplated by this Section 17 may be made in facsimile or indicated by other customary signature convention rather than by manual signature. The Preliminary Official Statement, and any supplement or amended thereto, will be posted electronically and/or printed as the financial advisor to the County shall advise.

Section 18. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That in order to enable the bidders for the Bonds to comply with the requirements of paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12, the County shall execute and deliver, on or before the date of issuance and delivery of the Bonds, a Continuing Disclosure Agreement in substantially the form attached hereto as Exhibit D, with such changes therein as the President of the Board may approve, and the terms and conditions of such Continuing Disclosure Agreement are incorporated by reference herein and made a part hereof. Certain of the events listed in Section 4(a) of the Continuing Disclosure Agreement have been included for compliance with Rule 15c2-12 but are not relevant for the Bonds, specifically those events relating to debt service reserves, credit enhancements and liquidity providers, and property or other collateral.

Section 19. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the Board hereby finds that (a) each of the Projects constitutes a "proper public purpose" within the meaning of Section 19-503 of the Local Government Article of the Annotated Code of Maryland, and (b) the completion of each of the Projects is in the public interest of the citizens of Worcester County and necessary to protect the general health and welfare of the residents of Worcester County.

Section 20. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That notwithstanding any references in this

Resolution to manual or facsimile signatures, to the extent applicable law, orders, regulations or other authority allow for signatures to be made by facsimile, digital, electronic or other means, whether due to the impact of the COVID-19 pandemic or for any other reason, the provisions of such applicable law, orders, regulations or other authority allowing signatures to be made in a manner other than manually or by facsimile shall be deemed to supersede the provisions of this Resolution.

Section 21. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the provisions of this Resolution 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 circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Resolution 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 Resolution or any part hereof are inapplicable had been specifically exempted therefrom. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

Section 22. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the provisions of this Resolution shall constitute a contract between the County and the purchasers of the Bonds so long as the Bonds or any portion thereof hereby authorized remains unpaid.

(SEAL)	Passed and adopted this 1st day of November, 2022.
ATTEST:	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., Commissioner
	Madison J. Bunting, Jr., Commissioner
	James C. Church, Commissioner
	Joshua C. Nordstrom, Commissioner
	Diana Purnell, Commissioner

#228479;58224.004

EXHIBIT A

SCHEDULE OF PRINCIPAL AMOUNTS FOR THE BONDS AND EACH PORTION OF THE BONDS

Maturity Date or Sinking Fund Installment Date*	Bonds*	County Capital Portion*	Ocean Pines Water Belt Filter Press Portion*
August 1, 2023	\$ 1,090,000	\$ 915,000	\$ 175,000
August 1, 2024	1,395,000	1,170,000	225,000
August 1, 2025	1,465,000	1,230,000	235,000
August 1, 2026	1,535,000	1,290,000	245,000
August 1, 2027	1,620,000	1,360,000	260,000
August 1, 2028	1,700,000	1,425,000	275,000
August 1, 2029	1,785,000	1,500,000	285,000
August 1, 2030	1,875,000	1,575,000	300,000
August 1, 2031	1,975,000	1,660,000	315,000
August1, 2032	2,080,000	1,745,000	335,000
August 1, 2033	2,185,000	1,835,000	350,000
August 1, 2034	2,295,000	1,925,000	370,000
August 1, 2035	2,415,000	2,025,000	390,000
August1, 2036	2,540,000	2,130,000	410,000
August 1, 2037	2,670,000	2,240,000	430,000
TOTAL	\$28,625,000	\$24,025,000	\$4,600,000

^{*}Preliminary, subject to adjustment as described in this Resolution.

EXHIBIT B

SUBSTANTIALLY FINAL FORM OF BOND

UNITED STATES OF AMERICA STATE OF MARYLAND COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BOND 2022 SERIES

No. R			\$
Interest Rate	Maturity Date August 1,	<u>Date of Issue</u> , 2022	<u>CUSIP</u>
Registered Owner:			
Principal Amount:			

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body politic and corporate, organized and existing under the Constitution and laws of the State of Maryland (the "County"), for value received, hereby promises to pay to the Registered Owner of this bond as set forth above, or registered assigns, the Principal Amount shown hereon on the Maturity Date shown hereon (or earlier as provided herein) and to pay interest thereon from the Interest Payment Date (hereinafter defined) next preceding the date of registration and authentication of this bond, unless this bond is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this bond is registered and authenticated prior to August 1, 2023, in which event this bond shall bear interest from the Date of Issue shown hereon (the "Date of Issue"), or unless, as shown by the records of the Bond Registrar and Paying Agent (hereinafter defined), interest on the hereinafter referred to Bonds shall be in default, in which event this bond shall bear interest from the date on which interest was last paid on this bond, at the Interest Rate per annum shown hereon, payable semiannually on each February 1 and August 1, commencing August 1, 2023 (each, an "Interest Payment Date"), until maturity or earlier redemption.

Both the principal of and interest on this bond are payable in lawful money of the United States of America, at the time of payment. Payment of the principal of this bond shall be made upon presentation and surrender hereof at the designated corporate trust office of Manufacturers and Traders Trust Company, initially, Wilmington, Delaware, or its successor as Bond Registrar and Paying Agent (the "Bond Registrar and Paying Agent"). Payment of interest on this bond shall be made by the Bond Registrar and Paying Agent on each Interest Payment Date to the person appearing on the registration books of the County maintained by the Bond Registrar and Paying Agent as the registered owner hereof as of the 15th day of the month next preceding each such

Interest Payment Date, by check or draft mailed to such registered owner at his, her or its address as it appears on such registration books. If a principal payment date or interest payment date falls on a Saturday, a Sunday or a day on which the County or the Bond Registrar and Paying Agent is not required to be open, payment may be made on the next succeeding day that is not a Saturday, a Sunday or a day on which the County or the Bond Registrar and Paying Agent is authorized or obligated by law to remain closed, and no interest shall accrue on the scheduled amount due for the intervening period.

IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR A PORTION OF THE PRINCIPAL AMOUNT OR REDEMPTION PRICE HAS BEEN PAID. EACH PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF THIS BOND SHALL BE NOTED HEREON, BUT THE FAILURE OF THE REGISTERED OWNER OF THIS BOND TO NOTE SUCH PAYMENT SHALL NOT AFFECT THE VALID PAYMENT AND DISCHARGE OF SUCH OBLIGATION EFFECTED BY SUCH PAYMENT.

This bond is one of an issue of bonds of the County in the aggregate principal amount of \$______, all dated the Date of Issue, and known as "County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2022 Series" (the "Bonds").

The Bonds are issued pursuant to the authority of Sections 11-401 and 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, and the Code of Public Local Laws of Worcester County, Maryland (the "County Code"), Section PW5-204 and Appendices QQ (Bill 22-11), RR (Bill 22-12) and SS (Bill 22-13) of the County Code (collectively, the "Enabling Legislation") and pursuant to Resolution No. 22-_, adopted by the Board of County Commissioners of Worcester County (the "Board") and effective on _____, 2022, as supplemented by Resolution No. 22-_ adopted by the Board and effective on _____, 2022 (collectively, the "Resolution"). The Bonds have been consolidated for issuance pursuant to Section 19-101 of the Local Government Article of the Annotated Code of Maryland.

The Bonds shall be issued as fully registered bonds without coupons in denominations of \$5,000 or any integral multiples thereof and shall mature in consecutive annual installments as provided in the Resolution.

This bond shall be registered on the books of the County to be kept for that purpose by the Bond Registrar and Paying Agent at its designated office. This bond shall be transferable only upon such books at such office by the registered owner or by his, her or its duly authorized officer or attorney, but this bond will not be transferred unless The Depository Trust Company ("DTC") determines to discontinue providing its services as a securities depository or directs that the Bonds be reregistered in a different name, or unless DTC is removed as the depository for the Bonds. This bond, upon surrender hereof at the designated office of the Bond Registrar and Paying Agent with a written instrument of transfer satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner hereof or his, her or its duly authorized attorney, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of authorized denominations and of the same form and tenor of this bond. For every such exchange or transfer of Bonds, the County or the Bond Registrar and Paying Agent may make a charge for

any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, shipping charges and insurance. Such charge shall be paid by the registered owner requesting such exchange or transfer as a condition precedent to the exercise of such privilege. The Bond Registrar and Paying Agent shall not be obligated to make any such exchange or transfer of Bonds after the fifteenth day of the month next preceding an Interest Payment Date on the Bonds, or in case of any proposed redemption of Bonds, during the 15 days next preceding the date of the provision of notice of such redemption. The Bond Registrar and Paying Agent shall not be required to make any transfer or exchange of any Bonds called for redemption.

The County and the Bond Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for all purposes; and neither the County nor the Bond Registrar and Paying Agent shall be affected by any notice to the contrary.

Certain of the Bonds are subject to redemption prior to maturity as follows:

The Bonds maturing on or after August 1, 2033, shall each be subject to redemption prior to their respective maturities, at the option of the County, as a whole or in part at any time on or after August 1, 2032, but only upon payment of a redemption price equal to 100% of the principal amount of the Bonds (or portions thereof) to be redeemed, together with accrued interest on the principal amount being redeemed to the date fixed for redemption at the rate or rates stated in the Bonds to be redeemed in whole or in part, without premium or penalty.

[To be completed for each Term Bond designated by the successful bidder, if any--The Bonds maturing on August 1, _____ are subject to mandatory sinking fund redemption at a redemption price, or price at maturity, as the case may be, equal to 100% of the principal amount indicated below, together with accrued interest on the principal amount indicated below to the date fixed for redemption or the maturity date, as applicable, on the dates and in the principal amounts set forth below:

Redemption Date

Principal Amount of Mandatory Sinking Fund Installment

If less than all of the outstanding Bonds shall be called for redemption at the option of the County, such redemption shall be in the order of maturity as is specified at that time by the Chief Administrative Officer of the County, and if less than all of the Bonds of any one maturity shall be called for redemption, then the particular Bonds or portions of Bonds of such maturity to be redeemed shall be chosen by lot by the Bond Registrar and Paying Agent in such manner as, in its discretion, it shall determine, except that so long as DTC or its nominee is the sole registered owner of the Bonds, the particular Bonds or portions to be redeemed shall be selected by DTC, in such manner as DTC shall determine. Each \$5,000 portion of a Bond shall be treated as a separate Bond in the selection by lot of Bonds to be redeemed.

^{*} Stated maturity.]

Notice of such redemption, either in whole or in part, shall be given by the County at least 30 days prior to the date fixed for redemption as provided in the Resolution, and such redemption shall be made in all respects in the manner and upon the terms and conditions provided in the Resolution. Notwithstanding the foregoing, so long as DTC or its nominee is the sole registered owner of the Bonds, any redemption notice shall be given only to DTC. On the date fixed for redemption, moneys for the payment of the principal amount of the Bonds plus accrued interest being held by the Bond Registrar and Paying Agent, the Bonds so called for redemption shall become due and payable at the redemption price provided for redemption of such Bonds on such date, interest on such Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds so called for redemption shall have no rights in respect thereto except to receive payment from such moneys held by the Bond Registrar and Paying Agent of the redemption price thereof, plus accrued interest thereon to the date fixed for redemption. If a portion of any bond shall be called for redemption, a new bond or bonds in total principal amount equal to the unredeemed portion thereof will be issued to the registered owner upon the surrender thereof.

The County hereby covenants to assess, levy and collect in each year, so long as any of the Bonds are outstanding and unpaid, an ad valorem tax on all property subject to taxation within Worcester County, Maryland, sufficient in rate and amount, together with other moneys available therefor, to pay the principal of and the interest on this bond; and the full faith and credit of the County are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed, precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Enabling Legislation and the Resolution, and that the issue of bonds, of which this is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland.

This bond shall not be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Bond Registrar and Paying Agent, or its successor as Bond Registrar and Paying Agent, of the Certificate of Authentication inscribed hereon.

No covenant or agreement contained in this bond shall be deemed to be a covenant or agreement of any officer, agent or employee of the County in his or her individual capacity, and neither the members of the Board nor any official executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, County Commissioners of Worcester County, Maryland, has caused this bond to be signed by its President of the Board by his manual or facsimile signature and has caused a facsimile of the corporate seal of the County to be imprinted hereon and attested by the Chief Administrative Officer of the County by his manual or facsimile signature, all as of the Date of Issue set forth above.

(SEAL)

ATTEST: COUNTY COMMISSIONERS OF

WORCESTER COUNTY, MARYLAND

[Manual or Facsimile Signature] Chief Administrative Officer By: [Manual or Facsimile Signature]
President of the Board of County
Commissioners of Worcester County,
Maryland

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of an issue described in the Resolution referred to herein.

Date of Registration and Authentication:	Manufacturers and Traders Trust Company, as Bond Registrar and Paying Agent
	By:Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please insert name and address of, and social security number or other identifying number of, the assignee)

(please insert name and address of, and social security in	number of other identifying number of, the assignee)
the within bond, and hereby irrevocably constitu	tes and appoints
or its successor as Bond Registrar and Paying Ag	gent as its attorney to transfer the within bond on
the books kept for registration thereof, with full j	power of substitution in the premises.
Date:	
Signature guaranteed:	
NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guaranty medallion program.	NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT C

SUBSTANTIALLY FINAL FORM OF NOTICE OF SALE

NOTICE OF SALE

\$28,625,000* COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2022 SERIES

Overview. Electronic bids only via Parity®/ (as referred to herein, "Parity") will be received for the above-captioned issue of general obligation bonds (the "Bonds") of County Commissioners of Worcester County, Maryland (the "County") by the Finance Officer of the County (the "Finance Officer") on Tuesday, November 15, 2022 (unless rescheduled) (in either such case, the "Bid Date"), until 10:45 a.m. prevailing Eastern time ("ET") on the Bid Date for the purchase of the County's Consolidated Public Improvement Bonds, 2022 Series (the "Bonds").

By submitting a bid, a bidder represents and warrants to the County that (i) its bid is submitted by an officer or agent duly authorized to bind such bidder to a legal, valid and enforceable contract for the purchase of the Bonds, and (ii) it has an established industry reputation for underwriting new issuances of municipal bonds.

Dated Date and Interest Payment Dates. The Bonds will be dated as of the date of delivery of the Bonds. Interest on the Bonds will be payable on August 1, 2023 and semiannually thereafter on August 1 and February 1 until maturity or earlier redemption.

Principal Amounts and Principal Payment Dates. The Bonds will be subject to principal amortization either through serial maturities or mandatory sinking fund redemptions or a combination thereof, as described below. The Bonds will be issued in the aggregate principal amount of \$28,625,000* and will mature or be subject to mandatory sinking fund redemption on August 1 in the following years and in the following amounts, subject to adjustment as described under "Adjustments" below:

Year of <u>Maturity*</u>	Principal <u>Amount*</u>	Year of <u>Maturity*</u>	Principal <u>Amount*</u>
2023	\$1,090,000	2031	\$1,975,000
2024	1,395,000	2032	2,080,000
2025	1,465,000	2033	2,185,000
2026	1,535,000	2034	2,295,000
2027	1,620,000	2035	2,415,000
2028	1,700,000	2036	2,540,000
2029	1,785,000	2037	2,670,000
2030	1,875,000		

Serial Bonds and/or Term Bonds. A bidder may designate in its bid two or more consecutive principal amounts specified above as a term bond, which matures on the maturity date of the last included principal amount of the sequence. More than one such sequence of principal amounts may be designated as a term bond. Any term bond so designated shall be subject to mandatory sinking fund redemption in each year on the principal payment date and in the entire amount of each installment payment designated for inclusion in such term bond, as adjusted if applicable.

^{*}Preliminary, subject to change.

Adjustments. After selecting the winning bid for the Bonds, the aggregate principal amount of the Bonds and the principal amortization schedule may be adjusted as determined by the County. Any such adjustments will not reduce the aggregate principal amount of the Bonds by more than 15%. The dollar amount bid for the Bonds by the winning bidder will be adjusted proportionately to reflect any decrease in the aggregate principal amount of the Bonds finally determined to be issued. Any such adjustment will be communicated to the winning bidder by 4:45 p.m. ET on the Bid Date. Interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits. Any such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the underwriter's discount per \$1,000 of par amount of the Bonds from the underwriter's discount that would have been received based on the purchase price in the winning bid, the coupon rates or initial offering prices specified by the successful bidder. The successful bidder for the Bonds as so adjusted may not withdraw its bid or change the interest rates bid or initial offering prices as a result of any changes made to the principal amounts of the Bonds within these limits. ALL BIDS SHALL REMAIN FIRM FOR 6 HOURS AFTER THE BID DEADLINE.

General Obligations. The Bonds will be unconditional general obligation bonds of the County and will be issued upon its full faith and credit and unlimited taxing power, which will be irrevocably pledged to the prompt payment of the principal of and interest on all of the Bonds as the same become due.

Bond Registrar and Paying Agent; Book-Entry Only. The principal of the Bonds will be payable at the designated corporate trust office of Manufacturers and Traders Trust Company (the "Bond Registrar and Paying Agent"). The Bonds will be issued in book-entry only form and held under The Depository Trust Company's "FAST" system.

Use of Proceeds. The Bonds are being issued to finance or reimburse (a) project expenditures relating to (i) Phase 2 improvements to the Worcester County Jail, (ii) a new Public Safety Logistical Storage Facility, (iii) an addition to Stephen Decatur Middle School, and (iv) a belt filter press in the Ocean Pines service area, and (b) costs of issuance and other related costs of the Bonds.

Optional Redemption. The Bonds maturing on or after August 1, 2033 are subject to redemption at the option of the County prior to their respective maturities, as a whole or in part on any date on or after August 1, 2032, in any order of maturity directed by the County, upon payment of a redemption price equal to 100% of the principal amount of the Bonds (or portions thereof) to be redeemed, together with accrued interest on the principal amount being redeemed to the date fixed for redemption at the rate or rates stated in the Bonds to be redeemed in whole or in part, without premium or penalty.

Notice of and Procedure for Redemption. The procedures for redemption of the Bonds, including for giving notice of such redemption, are described in the Preliminary Official Statement (hereinafter defined) and are incorporated herein by reference.

Electronic Bids. Bids must be submitted by electronic bidding via Parity and submitted by 10:45 a.m. ET. No bid will be accepted after the time for receiving bids for the Bonds. To the extent any instructions or directions set forth in Parity conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about Parity, potential bidders may contact Parity (212) 849-5021.

Each prospective electronic bidder shall be solely responsible to submit its bid via Parity and to make the arrangements to access Parity. Neither the County nor Parity shall (i) have any duty or obligation to provide or assure access to Parity, (ii) be responsible for proper operation of Parity, or (iii) have any liability for any delays or interruptions of, or any damages caused by Parity. The County is using Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds and the County is not bound by any advice and determination of Parity to the effect that any particular bid complies with the terms of this Notice of Sale. Each bidder is solely responsible for the costs and expenses of submitting its bid via Parity. If difficulties are encountered, please contact Parity at (212) 849-5021 and notify the County's financial advisor, Davenport & Company LLC, by facsimile at (866) 932-6660.

Electronic bids must be submitted for the purchase of the Bonds (all or none) via Parity. Prior to the specified deadline for the Bonds, a prospective bidder may (1) submit the proposed terms of its bid via Parity, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as

described herein) constitute its bid for the Bonds, or (3) withdraw its proposed bid. Once the bid deadline, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided, subject to this Notice of Sale. For purposes of the electronic bidding process, the time as maintained on Parity shall constitute the official time.

Bidding Constraints. Each bidder must submit a bid for the Bonds on an "all or none" basis. Bidders may specify more than one rate of interest to be borne by the Bonds but all Bonds of the same maturity must bear interest at a single rate; no split or supplemental interest rates and no conditional bids are permitted. The specified interest rates must be in multiples of one-eighth (\frac{1}{8}) or one-twentieth (\frac{1}{20}) of one percent (1%). A zero rate may not be named for any maturity. Bids for the Bonds must not be for less than 100% of par or more than 115% of par, the highest interest rate specified for the Bonds may not exceed the lowest interest rate in the same bid by more than 300 basis points and the maximum permitted coupon is five percent (5%). By submitting a bid for Bonds, a bidder agrees, if it is the successful bidder for the Bonds, to (1) provide to the County full and complete pricing information with respect to the Bonds in a timely manner so that the County may fulfill its obligation relating to the delivery of the Official Statement to the purchaser of the Bonds within seven business days following the award, including, without limitation, the offering price(s), interest rate(s), selling compensation, and other similar information; (2) comply with the requirements of SEC Rule 15c2-12 (the "Rule"), applicable federal and state securities laws and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB") in connection with the offer and sale of the Bonds; and (3) timely cause copies of the final Official Statement to be filed with the MSRB.

Establishment of Issue Price. The County expects and intends that the provisions of U.S. Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purpose of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds. If such competitive sale requirements are met, the successful bid for the Bonds will be treated as a "Qualified Competitive Bid." If such competitive sale requirements are not met, the successful bid for the Bonds will be treated as a "Nonqualified Competitive Bid."

If the apparent successful bid is a Qualified Competitive Bid, as promptly as possible after the bid deadline, the County will notify the apparent successful bidder and such bidder shall advise the County of the reasonably expected initial offering price to the public of each maturity of the Bonds. In addition, the successful bidder shall be required to provide to the County information to establish the reasonably expected initial offering price for each maturity of the Bonds for federal income tax purposes by completing a certificate acceptable to bond counsel to the County, on or before the date of issuance of the Bonds, substantially in the form of Appendix E-1 to the Preliminary Official Statement, with appropriate completions, edits and attachments.

If the apparent successful bid is a Nonqualified Competitive Bid, as promptly as possible after the bid deadline, the County will notify the apparent successful bidder and such bidder shall advise the County of the initial sale price or initial offering price to the public, as applicable, of each maturity of the Bonds. In addition, the successful bidder will be required to provide to the County information and assurances to establish the initial sale price or the initial offering price to the public, as applicable, for each maturity of the Bonds for federal income tax purposes by completing a certificate acceptable to bond counsel to the County, on or before the date of issuance of the Bonds, substantially in the form of Appendix E-2 to the Preliminary Official Statement, with appropriate completions, edits and attachments. It is noted that the procedures for a Nonqualified Competitive Bid may require the winning bidder and, if applicable, other underwriters of the Bonds, to hold the initial offering prices of the Bonds for some or all maturities of the Bonds for up to five (5) business days after the sale date. Bids will <u>not</u> be subject to cancellation if the hold-the-offering price rule applies to any maturity of the Bonds.

All actions to be taken on behalf of the County under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County's financial advisor, Davenport & Company LLC, and any notice or report to be provided to the County may be provided to the County's financial advisor Davenport & Company LLC or bond counsel to the County.

Good Faith Deposit. The successful bidder for the Bonds shall submit a good faith deposit for the Bonds in the amount of \$286,250 (the "Deposit"). The Deposit shall be transferred by federal funds wire transfer no later than 3:00 p.m. ET on the Bid Date (the "Deposit Deadline"). Wire instructions will be provided to the successful bidder of the Bonds by the County's financial advisor upon verification of bids submitted, identification of the successful bidder

for the Bonds and prior to the Deposit Deadline. The successful bidder for the Bonds will provide the federal funds wire reference number for its Deposit to the County's financial advisor as quickly as it is available.

Notification of the award of the Bonds, if made, will be indicated on Parity and shall not be made until after confirmation of receipt of the Deposit and adoption by the Board of County Commissioners of the County of a resolution making the award. If a Deposit is not received by the Deposit Deadline, the County will have the option to not award the Bonds without any liability to the successful bidder and the successful bidder shall be responsible to the County for all consequential damages arising from such failure.

The Deposit of the successful bidder will be retained by the County to be applied in partial payment for the Bonds and no interest will be allowed or paid upon the amount thereof, but in the event a successful bidder shall fail to comply with the terms of its bid, the proceeds thereof will be retained as and for full liquidated damages.

Award of Bonds. The County will not consider and will reject any bid for the purchase of less than all of the Bonds. THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS FOR THE BONDS AND TO WAIVE ANY IRREGULARITY OR NON-CONFORMITY IN ANY BID. The award of the Bonds, if made, will be made to the bidder offering the lowest interest cost to the County. The lowest interest cost shall be determined in accordance with the true interest cost ("TIC") method by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid. If two or more bidders for the Bonds bid the same lowest TIC, the Bonds shall be awarded to the bidder offering the highest premium and, if the highest premium is offered by two or more such bidders or if no premium is bid by any such bidders, the Bonds may be awarded, with their consent, in a ratable portion among such bidders, or the County, in its discretion, may award all of the Bonds to one bidder. The judgment of the County shall be final and binding upon all bidders with respect to the form and adequacy of any bid received and as to its conformity to the terms of this Notice of Sale.

CUSIP Numbers. CUSIP numbers for the Bonds will be applied for by the County's financial advisor, but the County will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any of the Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder for the Bonds to accept delivery of and make payment for the Bonds.

Preliminary Official Statement. The Preliminary Official Statement of the County concerning the Bonds (the "Preliminary Official Statement") is in a form "deemed final" by the County for purposes of SEC Rule 15c2-12(b)(1) (the "Rule") but is subject to revision, amendment and completion in the final Official Statement.

Continuing Disclosure. In order to assist bidders in complying with the SEC Rule 15c2-12(b)(5), the County, pursuant to a continuing disclosure agreement, will undertake to provide certain information annually and notices of the occurrence of certain enumerated events. The proposed form of the Continuing Disclosure Agreement is set forth as Appendix D to the Preliminary Official Statement.

Official Statement. As soon as practicable after the award of the Bonds to the successful bidder on the day of sale, the County will authorize the final Official Statement for the Bonds (the "Official Statement"). By submitting its bid for the Bonds, the successful bidder agrees to provide the County with pricing information and such other information as the County may require in order that the County may provide the successful bidder with a final Official Statement in compliance with the Rule. Whether or not any such information is included in the Official Statement (and any amendment or supplement thereto), such successful bidder shall be responsible to the County and its officials in all respects for the accuracy, fairness and completeness of such information, and for all decisions made with respect to the use or omission of such information in any re-offering of the Bonds, including the presentation or exclusion of any such information in any documents, including the Official Statement. Within seven (7) business days after the award of the Bonds to the successful bidder therefor, the County will deliver to the successful bidders an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement. The successful bidder will also be furnished, without cost (except to the extent an amendment or supplement is required due to a change in information provided by or on behalf of the successful bidder), with an electronic copy and, if requested, with a reasonable number of hard copies of the Official Statement and any amendments or supplements thereto.

Delivery of the Bonds. Delivery of the Bonds will be made to the successful bidder through the facilities of DTC on or about November 30, 2022. On the closing date, bond counsel will deliver an opinion substantially in the form of Appendix B to the Preliminary Official Statement and the County will deliver customary closing documents as described in the Preliminary Official Statement. Payment of the net purchase price for the Bonds shall be made in immediately available funds.

Right to Modify Notice of Sale. The County reserves the right to modify any provisions of this Notice of Sale, including, without limitation, to reschedule the Bid Date or time of sale, or to change the preliminary amortization schedule for the Bonds or the bidding parameters for the Bonds; any such modifications shall be made not later than 9:30 a.m. ET on the Bid Date and communicated through Parity or TM3 News Service. Any bid submitted shall be in accordance with and be deemed to incorporate this Notice of Sale, including any modifications so made.

Additional Information. The Preliminary Official Statement of the County concerning the Bonds, and copies of this Notice of Sale may be obtained from Mr. Phillip G. Thompson, Finance Officer, Worcester County Government Building, Room 1103, Snow Hill, Maryland, 21863, or from the County's Financial Advisor, Davenport & Company LLC, The Oxford Building, 8600 LaSalle Road, Suite 618, Towson, Maryland, 21286 (410-296-9426).

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

By: Joseph M. Mitrecic President of the Board of County Commissioners

EXHIBIT D

SUBSTANTIALLY FINAL FORM OF CONTINUING DISCLOSURE AGREEMENT

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2022 SERIES

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement") is executed and delivered by County Commissioners of Worcester County, Maryland (the "County") in connection with the issuance of its \$______ County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2022 Series (the "Bonds"). The County, intending to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement.

This Disclosure Agreement is being executed and delivered by the County for the benefit of the owners and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). The County's obligations hereunder shall be limited to those required by written undertaking pursuant to the Rule.

Section 2. Definitions.

In addition to the definitions set forth above, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Listed Events" shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board. To the extent the Rule is amended to refer to any additional or different repositories, references in this Disclosure Agreement to the MSRB shall be deemed to be to such additional or different repositories to the extent required by the Rule. As of the date of execution and delivery of this Disclosure Agreement, any of the notices or materials required by this Disclosure Agreement to be filed with the MSRB shall be posted to the Electronic Municipal Market Access website maintained by the MSRB at https://www.emma.msrb.org in accordance with the Rule.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Financial Information, Operating Data and Audited Information.

- (a) The County shall provide to the MSRB annual financial information and operating data as set forth in <u>Schedule A</u> to this Disclosure Agreement, such information and data to be updated as of the end of the preceding fiscal year and made available within 275 days after the end of each fiscal year, commencing with the fiscal year ended June 30, 2022.
- (b) The County shall provide to the MSRB, if any, annual audited financial statements for the County, such information to be made available within 275 days after the end of the County's fiscal year, commencing with the fiscal year ended June 30, 2022, unless the audited financial statements are not available on or before such date, in

which event said financial statements will be provided promptly when and if available. In the event that audited financial statements are not available within 275 days after the end of the County's fiscal year (commencing with the fiscal year ended June 30, 2022), the County will provide unaudited financial statements within said time period.

- (c) The presentation of the financial information referred to in paragraph (a) and in paragraph (b) shall be made in accordance with the same accounting principles as utilized in connection with the presentation of applicable comparable financial information included in the final official statement for the Bonds; provided that, the County may modify the accounting principles utilized in the presentation of financial information by amending this Disclosure Agreement pursuant to the provisions of Section 6 hereof. Changes in Generally Accepted Accounting Principles, where applicable to financial information to be provided by the County, shall not require the County to amend this Disclosure Agreement.
- (d) If the County is unable to provide the annual financial information and operating data within the applicable time periods specified in (a) and (b) above, the County shall send in a timely manner a notice of such failure to the MSRB.
- (e) If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County would otherwise be required to provide financial information and operating data pursuant to this Section 3.
- (f) The financial information and operating data to be provided pursuant to this Section 3 may be set forth in full in one or more documents or may be incorporated by specific reference to documents available to the public on the MSRB's Internet Website or filed with the Securities and Exchange Commission.
- (g) All information provided to the MSRB pursuant to subsections (a), (b), (d), (e) or (f) of this Section 3 shall be in an electronic format or such other format as prescribed by the MSRB.

Section 4. Reporting of Listed Events. (a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of Bond holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect Bond holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties.

For purposes of the event identified in clause (12) of this Section 4(a), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

For purposes of the events identified in clauses (15) and (16) of this Section 4(a), the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

- (b) Notice of any of the Listed Events identified in Section 4(a) shall be given to the MSRB in a timely manner not in excess of ten (10) business days after the occurrence of the event.
- (c) All information provided to the MSRB pursuant to this Section 4 shall be in an electronic format or such other format as prescribed by the MSRB.

Section 5. Termination of Reporting Obligations.

The County's obligations under this Disclosure Agreement shall terminate upon the payment in full of all of the Bonds either at their maturity or by redemption prior to maturity. In addition, the County may terminate its obligations under this Disclosure Agreement if and when the County no longer remains an obligated person with respect to the Bonds within the meaning of the Rule.

Section 6. Amendment.

The County may provide further or additional assurances that will become part of the County's obligations under this Disclosure Agreement. In addition, this Disclosure Agreement may be amended by the County in its discretion provided that (i) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the County as the obligated person with respect to the Bonds, or type of business conducted; (ii) this Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders of the Bonds, as determined by counsel selected by the County that is experienced in federal securities law matters, or by an approving vote of the holders of 25% of the outstanding aggregate principal amount of the Bonds. The reasons for the County agreeing to provide any further or additional assurances or for any amendment and the impact of the change in the type of operating data or financial information being provided will be explained in information provided with the annual financial information and operating data containing the additional or amended financial information or operating data.

Section 7. Additional Information.

Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future disclosure made pursuant to Section 3(a) or (b) hereof or notice of occurrence of a Listed Event.

Section 8. Dissemination Agent.

The County may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent.

Section 9. Law of Maryland.

This Disclosure Agreement, and any claim made with respect to the performance by the County of its obligations hereunder, shall be governed by, subject to, and construed according to the laws of the State of Maryland or the federal law of the United States of America, as applicable.

Section 10. Limitation of Forum.

Any suit or other proceeding seeking redress with regard to any claimed failure by the County to perform its obligations under this Disclosure Agreement must be filed in the Circuit Court for Worcester County, Maryland.

Section 11. Limitation on Remedies.

The County shall be given written notice at the address set forth below of any claimed failure by the County to perform its obligations under this Disclosure Agreement, and the County shall be given 45 days to remedy any such claimed failure. Any suit or other proceeding seeking further redress with regard to any such claimed failure by the County shall be limited to specific performance as the adequate and exclusive remedy available in connection with such action. Written notice to the County shall be given to the Chief Administrative Officer of the County, Room 1103, One West Market Street, Snow Hill, Maryland, 21863, or at such other alternate address as shall be specified by the County pursuant to Section 7 hereof or with disclosures made pursuant to Section 3(a) or (b) hereof or a notice of occurrence of a Listed Event.

Section 12. Relationship to Bonds.

This Disclosure Agreement constitutes an undertaking by the County that is independent of the County's obligations with respect to the Bonds; any breach or default by the County under this Disclosure Agreement shall not constitute or give rise to a breach or default under the Bonds.

Section 13. Beneficiaries.

This Disclosure Agreement shall inure solely to the benefit of the owners and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

Section 14. MSRB Requirements.

All documents provided to the MSRB pursuant to this Disclosure Agreement and the Rule shall be accompanied by identifying information as prescribed by the MSRB.

IN WITNESS WHEREOF, this Continuing Dis	2	
of Worcester County, Maryland as of this:	day of	2022.
	COUNTY COMMISSION WORCESTER COUNT	
(SEAL)	By: President of Board Commissioners	of County
ATTEST:		
Chief Administrative Officer		

Schedule A

- (1) Summary of County Revenues and Expenditures
- (2) Summary of Outstanding Bonded Indebtedness of the County and its Incorporated Municipalities
- (3) Assessed values, tax rates, tax levies and collections
- (4) Description of material litigation, if any, based on the accountant's report contained in the County's audited financial statements

EXHIBIT E

Exhibit E-1

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$____COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2022 SERIES

ISSUE PRICE CERTIFICATE (Qualified Competitive Bid)

The undersigned, on behalf of [WINNING BIDDER] (the "Purchaser"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") to be issued by County Commissioners of Worcester County, Maryland (the "Issuer"). Certain capitalized terms used in this certificate are defined in paragraph 2 below.

- 1. Reasonably Expected Initial Offering Price.
- (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached hereto as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.
 - (b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.
 - (c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.
- (d) The Purchaser has an established industry reputation for underwriting new issuances of municipal bonds.

2. Defined Terms.

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of the Bonds	. The
Sale Date of the Bonds is	

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax and Section 148 Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Funk & Bolton, P.A., bond counsel to the Issuer, in rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice bond counsel may give to the Issuer from time to time relating to the Bonds.

			, as Purchaser
		By:	
		Name:	
		Title:	
		(Authorized Signatory)	
Dotodi	2022		

SCHEDULE A

EXPECTED OFFERING PRICES

[To be Attached]

SCHEDULE B

COPY OF PURCHASER'S BID

[To be Attached]

Exhibit E-2

FORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$____COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2022 SERIES

ISSUE PRICE CERTIFICATE (Nonqualified Competitive Bid)

The undersigned, on behalf of [NAME OF THE WINNING BIDDER] (the "[SHORT FORM NAME OF WINNING BIDDER"), [on behalf of itself and [NAMES OF MEMBERS OF THE UNDERWRITING SYNDICATE] (together, the "Underwriting Syndicate")] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") to be issued by County Commissioners of Worcester County, Maryland (the "Issuer"). Certain capitalized terms used in this certificate are defined in paragraph 3 below.

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold by [SHORT FORM NAME OF WINNING BIDDER][the Underwriting Syndicate] to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

- (a) The [SHORT FORM NAME OF WINNING BIDDER] [Underwriting Syndicate] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.
- (b) As set forth in the Notice of Sale and bid award, [the SHORT FORM NAME OF WINNING BIDDER][the members of the Underwriting Syndicate] [has][have] agreed in writing that (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer that is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer that is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. **Defined Terms**.

"General Rule Maturities" means those Maturities of the Bonds listed on Schedule A hereto as the "General Rule Maturities".

"Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities".

"Holding Period" means, with respect to each Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5) business day after the Sale Date, or (ii) the date of which the [SHORT FORM NAME OF WINNING BIDDER][Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering Price Maturity.

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates are treated as separate Maturities.

	elated party to an Underwriter. The term "related party" for purposes of more persons who have greater than 50 percent common ownership,
"Sale Date" means the first day on value Date of the Bonds is	which there is a binding contract in writing for the sale of the Bonds. The
lead underwriter to form an underwriting syn any person that agrees pursuant to a written definition to participate in the initial sale of t	on that agrees pursuant to a written contract with the Issuer (or with the indicate) to participate in the initial sale of the Bonds to the Public, and (ii) contract directly or indirectly with a person described in clause (i) of this the Bonds to the Public (including a member of a selling group or a party ag in the initial sale of the Bonds to the Public).
certain of the representations set forth in to compliance with the federal income tax rule Issuer, in rendering its opinion that the inter-	the foregoing information will be relied upon by the Issuer with respect to the Tax and Section 148 Certificate of the Issuer and with respect to a saffecting the Bonds, and by Funk & Bolton, P.A., bond counsel to the test on the Bonds is excludable from gross income for federal income tax a Service Form 8038-G, and other federal income tax advice bond counseluting to the Bonds.
	[NAME OF WINNING BIDDER] [, as Representative of the Underwriting Syndicate]
	By: Name: Title: (Authorized Signatory)
Dated:, 2022	

"Public" means any person (including an individual, trust, estate, partnership, association, company, or

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

[To be Inserted or Attached]

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

[To be Inserted or Attached]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[To be Attached]



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

Subject: Rural Legacy - FY 21 Contract of Sale

Coastal Bays Rural Legacy Area

Truitts Landing Farm, LLC, TM 80, P 90

92.98 Acres

Date: 10/24/22

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the County Commissioners. Two appraisals were conducted by two independent appraisers. The easement value is \$2,302/acre, and this price was derived by the calculated mean of these two appraised values. The final price was negotiated with the landowner and MD DNR. The final survey after the boundary line adjustment will be needed to determine the exact acreage and boundary for the final easement value. The funding, provided by FY 21 Coastal Bays Rural Legacy Funds, will be used to purchase a conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine is a conservation easement agreement of sale. This property consists of 92.98 +/- acres located on the northwest side of Boxiron Road, southeast of Snow Hill, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

With respect to this particular property, the land is within the Chincoteague Bay watershed, and is nearly surrounded by adjacent protected farmlands. The owner is surrendering all subdivision and development rights, save the boundary line adjustment removing 1.7 acres, which will added to Parcel 53.

The final payment will be on the adjusted acreage. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Mitrecic, Mr. Young, and Mr. Leslie.

If you have any questions or need additional information please let me know. Both Katherine and I will be available to discuss this matter.

Enclosures

cc: Roscoe Leslie

Katherine Munson Kim Reynolds



AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

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

WELL & SEPTIC

NATURAL RESOURCES

PLUMBING & GAS

COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V

SUBJECT: Coastal Bays Rural Legacy Area—Truitts Landing Farm, LLC—TM 80, Parcel 10

DATE: October 11, 2022

Attached please find a signed contract of sale for approval and signature.

This project is to be funded by FY21 Coastal Bays Rural Legacy Area funds.

Two independent before and after appraisals were obtained. Summaries are attached.

The conservation easement values concluded were:

McCain and Associates: \$233,000

Lefort: \$195,000

The landowner was offered the mean of these two values, or \$2,302/acre.

A boundary survey was completed subsequent to the appraisals (attached), however the landowner is working on a boundary adjustment that will subtract 1.7 acres from the subject parcel, and add that to Parcel 53. The final payment will be based on the acreage of the subject parcel after this adjustment.

I am glad to answer any questions or concerns. Thank you for your attention to this matter.

Attachments

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2022 is made by and between Truitts Landing Farm, LLC, ("Seller"), and the County Commissioners of Worcester County, Maryland ("Buyer").

- 1. The Seller is the owner of that property ("Property") located in the second tax district of Worcester County, Maryland; which is one (1) parcel, 90.44 acres total, more or less, and located on the northeast side of Truitts Landing Road, Snow Hill, MD 21863, having tax ID number of 02-014904 and described in the deed recorded in Worcester County Land Records at Book 7629, Page 155.
- 2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
- 3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is an unrecorded survey of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

- **2.1.** The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Three Hundred and Two Dollars (\$2,302.00) per acre of which \$1.00 has been paid upon signing.
- 2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Seller by cash or County check.
- 2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before June 30, 2023 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Seller shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those

restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a part hereof. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Seller shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.

- 5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Seller, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.
 - **5.2.** Seller covenants that at Closing, the Property shall be in the following condition:
- i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.
- 5.3. From and after the effective date of this Agreement, Seller grants permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.
- **5.4.** The Seller is responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

- i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.
- ii) all expenses for examination of title and the premium for any title insurance obtained by it.
- **6.2.** Seller shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:
 - i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;
 - ii) any attorney's fees incurred by the Seller, and
 - iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Seller, including but not limited to the payment of real estate taxes.

SECTION 7. SELLER'S REPRESENTATIONS.

- 7.1. Seller makes the following representations and warranties as of the date of this Agreement and as of Closing.
 - **7.2.** Seller represents and warrants that:
 - i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Seller, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,
 - ii) neither Seller nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws. whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

- iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,
- iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,
- v) Seller has no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,
- vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.
- 7.3. The Seller's representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

- **8.1.** At Closing, Seller shall execute and deliver the Easement to the Buyer.
- **8.2.** At Closing, Seller shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

SECTION 10. DEFAULT.

- 10.1. In the event that Seller cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:
 - i) permit Seller to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Seller's sole cost and expense, and
 - ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Seller's receipt of notice from Buyer of such defect or defects to the title.

In the event that Seller fails to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Seller be in default of their obligations to convey the easement on the Property under this Agreement.

- 10.2. Subject to Section 10.1, in the event that Seller defaults in any of the terms, provisions, covenants or agreements to be performed by the Seller under this Agreement, Buyer shall be entitled, after such default, to:
 - i) waive any failure to perform in writing;
 - ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Seller must then pay to Buyer an amount equal to all Buyer's survey costs and
 - iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.
- 10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Seller shall be entitled, after such default, to:
 - i) waive any failure of performance in writing,
 - ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
 - iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

- 11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.
- 11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Seller, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

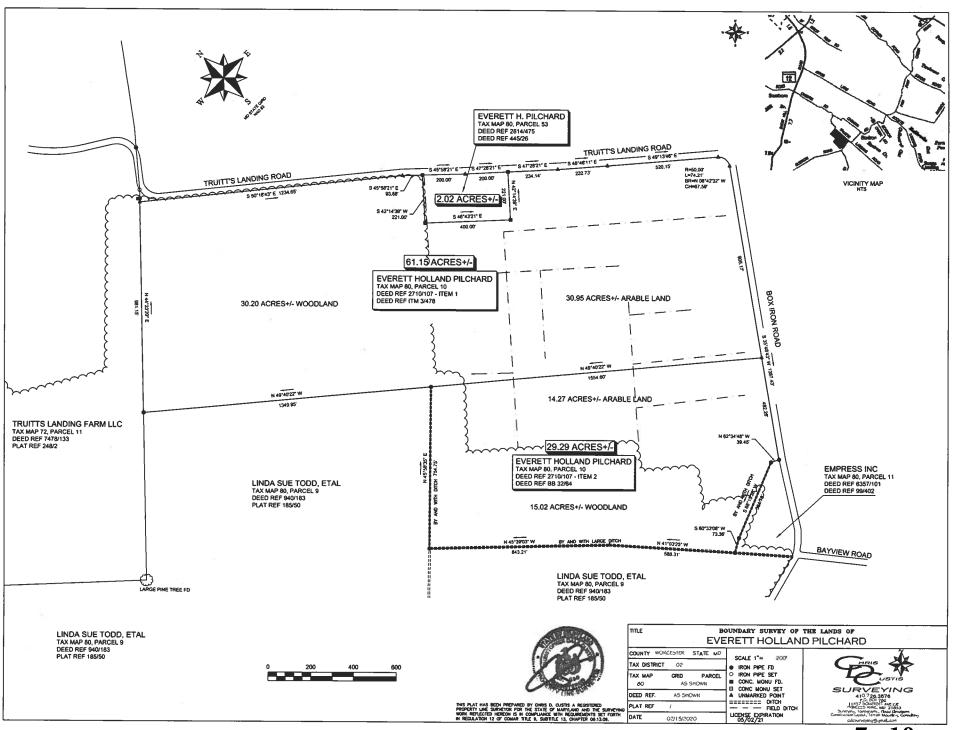
12.1 The purchase price of the easement shall be \$2,302 per acre. Seller, at Seller's expense, must cause the survey (Exhibit A) to be revised by a professional land surveyor or property line surveyor to adjust for any boundary line adjustment of the adjacent lot (Tax Map 80, Parcel 53) and the acreage of easement on the Property. If the revised easement acreage is two acres smaller than 90.44 acres, updated appraisals will be required and a new per acre

purchase price may be determined, in which case this Agreement will be amended with an updated purchase price.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:	SELLER
Sanden 16- Bowled	By: When alm (Seal) Michael G. Abercromie, Jr., Co-Manager of Truitts Landing Farm, LLC
000	By: (Seal) Richard D. Reynolds, Jr. Co-Manager of Truitts Landing Farm, LLC
	BUYER County Commissioners of Worcester County, Maryland
Weston Young Chief Administrative Officer	By: (Seal) Joseph M. Mitrecic President
Approved as to legal form and sufficiency.	
Roscoe R. Leslie	
Worcester County Attorney	

ITEM 7



SUMMARY OF IMPORT	ANT DATA AND COL	NCLUSIONS
REPORT TYPE:	Appraisal Report File No. CC16667	
REPORT DATE:	August 24, 2021	
LOCATION:	6745 Box Iron Rd Snow Hill, MD 21863 Map 80 Parcel 10	
OWNER OF RECORD:	Truitts Landing Farm	LLC
LAND AREA BEFORE/AFTER:	92.98 +/- Acres	92.98 +/- Acres
IMPROVEMENTS:	No improvements	
ZONING:	A-1	
CENSUS TRACT:	9512.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0380H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Agriculture	
HIGHEST AND BEST USE AFTER:	Agriculture	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$465,000	
AFTER VALUE	\$232,000	
VALUE OF EASEMENT/DIFFERENCE:	\$233,000	
EFFECTIVE DATE	July 30, 2021	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

Property of Truitts Landing Farm (Parcel 10) - LAC 221c0107

SUMMARY OF SALIENT FACTS

IDENTIFICATION:

92.98 +/- Acres Agricultural Farm South Side Truitts Landing Road @ West Side Box Iron Road (#6745)

Southeast of Snow Hill, Worcester Co, Maryland 21 863

CENSUS TRACT:

9512

OWNERSHIP & TAX REFERENCE:

Tax ParcelDeed ReferenceDate of RecordMapParcelLiberFolioLand Area80107629 / 155March 17, 202092.9843 ac.ITEM TWO in Deed

Acreage for Valuation (per Assessment): 92.9843 Acres

SITE SIZE:

92.98 +/- Acres (Per Assessment) 44.0 +/- Acres Tillable/Cleared (47%)

49.0 +/- Acres residual Woodlands (53%)

IMPROVEMENTS:

Unimproved Parcel

(Adjacent Improved Lot Excluded from Analysis)

ZONING:

A-1; Agricultural District

UTILITIES:

Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS:

RETAINED RIGHTS:

Up to Nine (9) minor subdivision rights None – No Primary Rights to be retained

FLOOD PLAIN MAP:

FEMA Community Maps #24047C-0380-H; dated July 16, 2015, Property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS:

Mattapex silt loam, Fallsington sandy loam, Othello silt loams, Woodstown sandy loam, Kentuck silt loam, Klej loamy sand,

and Mullica-Berryland complex

HIGHEST AND BEST USE:

(Before Easement):

Agricultural and Recreational with Minor Residential

Development Potential in the Future

(After Easement):

Agricultural and Recreational Use

EFFECTIVE DATE:

December 10, 2021

DATE OF REPORT:

December 21, 2021

I) "AS IS" MARKET VALUE (BEFORE) - \$4,800 per Acre

\$ 446,000

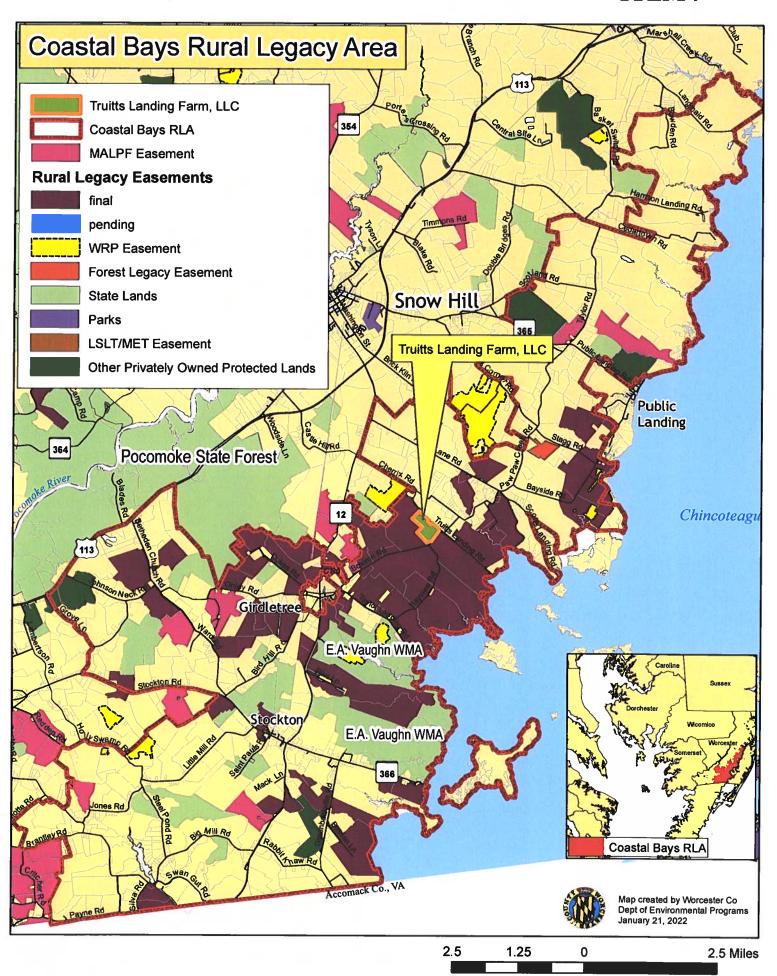
II) ENCUMBERED BY CONSERVATION EASEMENT (AFTER) \$ 251,000 (Estimate of Unit Value) - \$2,700 per Acre

DIFFERENCE (Concluded Value to Easement):

\$ 195,000

(Extracted Unit Value Conclusion) ~ \$2,097 per Acre

Lefort Appraisal & Consulting, Inc.



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WESTON S. YOUNG, P.E.

CHIEF ADMINISTRATIVE OFFICER

CANDACE I. SAVAGE, CGFM

DEPUTY CHIEF ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE COUNTY ATTORNEY

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 PURRELL

OFFICE OF THE COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET• ROOM 1103

SNOW HILL, MARYLAND 21863-1195

October 24, 2022

TO: Worcester County Commissioners

FROM: Karen Hammer, Administrative Assistant V

SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2022_

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (8), which have current or upcoming vacancies (17). 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 Purnell – You have assigned all positions

Commissioner Bunting - You have <u>Two (2)</u> position open:

- David Deutsch Term Ending Dec. 21- Ethics Board
- Susan Childs Resigned April, 2022 Commission For Women

Commissioner Nordstrom - You have One (1) position open:

• C. D. Hall – Resigned – Housing Review Board

Commissioner Church - You have <u>Seven (7)</u> 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
- Cam Bunting Local Development Council Ocean Downs available and in agreement to be reappointed Berlin Resident
- Chase Church Resigned Housing Review Board

Commissioner Elder - You have One (1) position open:

• Vacancy – Local Development Council Ocean Downs – Snow Hill – Resident

Commissioner Bertino - You have assigned all positions

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



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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), David Massey (At-Large-Business O.P.), Gary Weber (Resident-Elder-Snow Hill);
 - (1) LDCODC available and in agreement to be reappointed Cam Bunting-Business, Berlin
- (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) and the resignation of Kris Heiser (Public Safety Department)

Pending Board Appointments - By Commissioner

<u>District 1 - Nordstrom</u> p. 10 - Housing Review Board – Resignation of C. D. Hall

District 2 - Purnell Thank you! All of your positions are assigned.

<u>District 3 - Church</u> p. 8 - Local Development Council for Ocean Downs Casino – Cam Bunting (reappoint)

- p. 10 Housing Review Board Resignation of Chase Church
- p. 11 Water & Sewer Mystic Harbour Martin Kwesko
- p. 11 Water & Sewer Mystic Harbour Richard Jendrek
- p. 11 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 p. 8 - Local Development Council for Ocean Downs Casino – Vacancy Snow Hill-Resident

<u>District 5 - Bertino</u> Thank you! All of your positions are assigned

<u>District 6 - Bunting</u> p. 9 – Ethics Board – David Deutsch

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, <u>however</u>, 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), David Massey (At-Large-Business O.P.), Gary Weber (Resident-Snow Hill, Elder)
 - (1) Terms Ending Available for Reappointment Cam Bunting 9 At Large- Berlin Business)
- **p. 11** (3) Water and Sewer Advisory Council Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) Term Ending-Dec. 21- Martin Kwesko
- **p. 12** (1) Water and Sewer Advisory Council- West Ocean City (1) Term Endings Dec. 21 Keith Swanton
- **p. 13 (4) Commission for Women** Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting) and Resignation Kris Heiser (Public Safety Department)

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:

Member's Name	<u>Representing</u>	Years of Term(s)
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

ADULT PUBLIC GUARDIANSHIP BOARD

(Continued)

Pattie Tingle (15-16)

Dean Perdue (08-17)

The Rev. Guy H. Butler

Dr. Dia Arpon *(10-18)

(99-17)Debbie Ritter (07-17)

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 Thornes

Mary Leister

Joyce Bell

Ranndolph 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)

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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>	Representing	Years of Term(s)
	At-Large Members	
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

Ex-Officio Members

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

Advisory Members

Lt. Earl W. Starner Maryland State Police Since 2004

Charles "Buddy" Jenkins

Business Community - Jolly Roger Amusements

Chief Ross Buzzuro (Lt. Rick Moreck) Ocean City Police Dept. Leslie Brown Hudson Health Services, Inc.

James Mcquire, P.D. Health Care Professional - Pharmacist Since 2018
Shane Ferguson Wor-Wic Community College Rep. Since 2018

Jessica Sexauer, Director Local Behavioral Health Authority Since 2018

Prior Members:

Vince Gisriel Michael McDermott Marion Butler, Jr. Judge Richard Bloxom

Paula Erdie Tom Cetola Gary James (04-08) Vickie Wrenn Deborah Winder Garry Mumford

Judge Theodore Eschenburg Andrea Hamilton Fannie Birckhead Sharon DeMar Reilly 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

Since 2004

Peter Buesgens
Aaron Dale
Garry Mumford
Sharon Smith
Jennifer Standish
Karen Johnson (14-17)
Rev. Bill Sterling (13-17)
Kat Gunby (16-18)
William McDermott
Sheriff Reggie Mason
Colleen Wareing (*06-19)
Rev. Matthew D'Amario(*18-21)
Donna Nordstron *(19-21)
Jennifer LaMade (*12-22)

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:

Member's Name	Nominated By	Represents/Resides	Years of Term(s)
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams c	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
David Massey c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting c	At-Large	Business - Berlin	*09-10-14-18, 18-22
Mary Beth Carozza	Indefinite	Maryland Senator	14-18, 18-22
Wayne A. Hartman	Indefinite	Maryland Delegate	18-22
Charles Otto	Indefinite	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 ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore Di	st. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon Dist.	. 1 - Nordstrom	Resident - Pocomoke	19-22, 22-26

Prior Members: Since 2009

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) 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)

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:

Member's Name	Nominated By	Resides	Years of Term(s)
David Deutsch	D-6, Bunting	Ocean Pines	17-21
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
Iola Tariq	D-2, Purnell	Berlin	*22-26

Prior Members: (Since 1972)

J.D. Quillin, III Walter Kissel (05-09) Charles Nelson Marion Chambers (07-11) Garbriel Purnell Jay Knerr (11-14) Robert I. Givens, Jr. (98-14) Barbara Derrickson Henry P. Walters Diana Purnell (09-14) William Long Kevin Douglas (08-16) L. Richard Phillips (93-98) Lee W. Baker (08-16) Marigold Henry (94-98) Richard Passwater (09-17) Louis Granados (94-99) Jeff Knepper (16-21) Kathy Philips (90-00) Faith Mumford (14-22) Mary Yenney (98-05)

Bill Ochse (99-07) Randall Mariner (00-08) Wallace D. Stein (02-08) William Kuhn (90-09)

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory

To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.

Review Housing Assistance Programs.

Number/Term 7/3 year terms

Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

Staff Support: Development Review & Permitting Department

Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

Member's Name	Nominated By	Resides	Years of Terms(s)
C. D. Hall	D-1,Nordstrom	Pocomoke	10—22 (resigning)
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19, 19-22
Chase Church	D-3, Church	Ocean Pines	*19-20, 20-23(resigning)
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24

Prior Members:

Phyllis Mitchell Wardie Jarvis, Jr. (96-03) William Lynch Albert Bogdon (02-06) Art Rutter Jamie Rice (03-07) William Buchanan Howard Martin (08) Christina Alphonsi Marlene Ott (02-08) Elsie Purnell Mark Frostrom, Jr. (01-10) William Freeman Joseph McDonald (08-10) Jack Dill Sherwood Brooks (03-12) Elbert Davis Otho Mariner (95-13) J. D. Quillin, III (90-96) Becky Flater (13-14) Ted Ward (94-00) Ruth Waters (12-15) John Glorioso (*06-19) Larry Duffy (90-00) Sharon Teagle (00-20) Patricia McMullen (00-02) Davida Washington (*21-21) William Merrill (90-01) Donna Dillion (08-22) Debbie Rogers (92-02)

^{* =} Appointed to fill an unexpired term

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:

Resides Years of Term(s) Member's Name Martin Kwesko Mystic Harbour 13-17, 17-21 Richard Jendrek^C Bay Vista I 05-10-14-18, 18-22 Matthew Kraeuter Ocean Reef 19-22 Joseph Weitzell^C Mystic Harbour 05-11-15-19, 19-23 Bruce Burns 19-23 Deer Point 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)
Brandon Phillips^C (05-06)
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)

Carol Ann Beres (14-18) Bob Huntt (*06-19)

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:

Member's Name	Resides/Ratepayer of	Terms (Years)
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
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)

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>	Nominated By	Resides	Years of Term(s)
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Se	rvices	19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education	on	19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety - St	tate Attorney Office	21-24 Resigned
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Departmen	nt	*22-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
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

Teole Brittingham (97-04)

Prior Members: Since 1995

Martha Bennett (97-00)

Ellen Pilchard^c (95-97) Patricia Ilczuk-Lavanceau (98-99) Helen Henson^c (95-97) Lil Wilkinson (00-01) Barbara Beaubien^c (95-97) Diana Purnell^c (95-01) Sandy Wilkinson^c (95-97) Colleen McGuire (99-01) Helen Fisher^c (95-98) Wendy Boggs McGill (00-02) Bernard Bond^c (95-98) Lynne Boyd (98-01) Barbara Trader^c (95-02) Jo Campbell^c (95-98) Karen Holck^c (95-98) Heather Cook (01-02) Judy Boggs^c (95-98) Vyoletus Ayres (98-03) Mary Elizabeth Fears^c (95-98) Terri Taylor (01-03) Pamela McCabe^c (95-98) Christine Selzer (03) Teresa Hammerbacher^c (95-98) Linda C. Busick (00-03) Bonnie Platter (98-00) Gloria Bassich (98-03) Marie Velong^c (95-99) Carolyn Porter (01-04) Carole P. Voss (98-00) Martha Pusey (97-03)

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)

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)
Dee Shorts (04-07)
Ellen Payne (01-07)
Mary Beth Quillen (05-08)
Marge SeBour (06-08)
Meg Gerety (04-07)
Linda Dearing (02-08)
Angela Hayes (08)
Susan Schwarten (04-08)
Marilyn James (06-08)
Merilee Horvat (06-09)
Jody Falter (06-09)
Kathy Muncy (08-09)

Germaine Smith Garner (03-09)

Nancy Howard (09-10)
Barbara Witherow (07-10)
Doris Moxley (04-10)
Evelyne Tyndall (07-10)
Sharone Grant (03-10)
Lorraine Fasciocco (07-10)
Kay Cardinale (08-10)
Rita Lawson (05-11)
Cindi McQuay (10-11)
Linda Skidmore (05-11)

Kutresa Lankford-Purnell (10-11)

Monna Van Ess (08-11)
Monna 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)

Michelle Bankert *(14-18) Nancy Fortney (12-18) Cristi Graham (17-18) Alice Jean Ennis (14-17)

Lauren Mathias Williams *(16-18)

Teola Brittingham *(16-18) Jeannine Jerscheid *(18-19) Shannon Chapman (*17-19) Julie Phillips (13-19)

Bess Cropper (15-19) Kelly Riwniak *(19-20) Kelly O'Keane (17-22)