

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>

December 20th, 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 regarding requests to hire a Landfill Operator, Maintenance Supervisor, Environmental Intern, Building Housing Inspector Plan Reviewer and certain personnel matters with human resources, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer (Reverend Zachary Brown), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from December 6th, 2022 Meeting | |
| 10:02 - Commendations for Years of Service | |
| | 1 |
| 10:05 - Consent Agenda (Housing Rehab Bid Recommendation and Waiver, Housing Rehab Maryland Historic Trust Concurrence, Recommendation to Award Comprehensive Plan Engagement, Request to Purchase Self Contained Breathing Apparatus, Request to Award Dirt Hauling, Local Assistance and Tribal Consistency Fund Grant Acceptance, Selsey Road Grant Acceptance, Ocean Heights Turnover Documents, River Run Small Project Agreement) | |
| | 2-10 |
| 10:10 - Chief Administrative Officer: Administrative Matters (Request to Purchase Roll Off Truck, Request to Reallocate Capital Funding, Request to Purchase Vehicles, Rural Legacy Contract, Honorary Street Dedication Policy, Private Road Name Request, Introductions of Proposed Text Amendment – Naming of Private Lanes, Introduction of Proposed Text Amendment – Board of Electrical Examiners Recommendations, Pending Board Appointments) | |
| | 11-19 |
| 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

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

Minutes of the County Commissioners of Worcester County, Maryland

December 6, 2022

Joseph M. Mitrecic, outgoing president
Theodore J. Elder, outgoing vice president
Caryn G. Abbott
Anthony W. Bertino, Jr., incoming president
Madison J. Bunting, Jr., incoming vice president
Eric J. Fiori
Diana Purnell

Commissioner Mitrecic called the meeting to order.

Worcester County Clerk of Court Susan R. Braniecki swore in the seven newly-elected commissioners. The commissioners thanked their family members and supporters throughout the campaign process, and they affirmed their commitment to represent their individual districts and all of Worcester County as a whole.

The commissioners recessed to the third floor training room for a dessert reception to greet their constituents.

Following a motion by Commissioner Purnell, seconded by Commissioner Bertino, the commissioners unanimously voted to meet in closed session at 10:30 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, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: hiring Blake Burkhead and Cynthia Bonneville as emergency communications specialist trainees in Emergency Services, Pat Walls as deputy director in Human Resources, discussing vacant correctional officer positions at the County Jail and building housing/plan reviewer positions in Development Review and Permitting, along with certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Abbott, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 11:13 a.m.

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

The commissioners reviewed and approved the open and closed session minutes of their

November 15, 2022 meeting as presented.

The commissioners presented a commendation to Worcester County 4-H Robotics Intermediate Team members Riya Patel, Elianna Fiori, Scott Wainwright, and Nidhish Gupta for taking first place in the Maryland 4-H State Robotics Challenge at the 2022 Maryland State Fair and for their outstanding representation of the County at the State level.

Upon a motion by Commissioner Bertino, the commissioners unanimously elected Commissioner Bunting to serve as vice president until December 5, 2023.

Upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to elect Commissioner Bertino to serve as president until December 5, 2023. Commissioner Bertino extolled the leadership of former President Mitrecic and County staff for addressing the COVID-19 pandemic head-on, and with few exceptions, keeping government doors open, continuing to provide vital County services, and working relentlessly to keep local businesses open in the face of conflicting State and federal mandates. He stated that the County was well-served by Commissioner Mitrecic's leadership, and he thanked Commissioner Mitrecic for his service.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 2-8 as follows: waiving the three-bid minimum requirements of the Department of Housing and Community Development and accepting the bid from East Coast Heating and Air Conditioning of \$19,515 to rehabilitate a house in Berlin; signing the FY23 Rural Legacy Area (RLA) Grant Agreement for funding of \$701,879 for the Coastal Bays RLA and \$600,000 for the Dividing Creek RLA; bid specifications for corrugated metal and plastic pipe for the Roads Division; bid specifications for portable toilet services at various Public Works locations, parks, and boat ramps; accepting the low bid from Ironshore Contracting of \$168,750 for the Courthouse roof coating project; accepting the proposal from Flender Corp of \$63,370 to repair the aerator for Treatment Unit No. 4 and the proposal from K&Z Mechanical of \$32,000 to replace the walkway grating at Flow Equalization Tank No. 1 at the Ocean Pines Wastewater Treatment Plant; and filing the FY2024 State Aid for Police Protection Fund grant application.

Pursuant to the request of Superintendent of Schools Lou Taylor and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved two change orders for the Stephen Decatur Middle School addition project totaling \$543,608.72. This includes funds of \$381,917 to replace the existing public announcement and clock systems and \$161,691.72 to replace the existing closed-circuit television security system, all of which have reached the end of their useful life.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to reclassify one vacant full-time position in the Library budget at (G10/S8) at \$37,814 annually to a full-time mobile services assistant position at (G14) and one vacant part-time position from library service assistant to mobile services assistant to staff the new mobile outreach vehicle. Ms. Ranck advised that the Library should take ownership of the new vehicle in late January 2023.

The commissioners conducted a public hearing on a Comprehensive Water and Sewerage Plan amendment submitted by Rauch Engineering on behalf of Riverview Mobile Home Park owner Jim Latchum. Environmental Programs Director Bob Mitchell reviewed the amendment, which would allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion that would add up to 60 additional units to the existing Riverview Mobile Home Park in Bishopville. He concluded that the Planning Commission found the proposed amendment to be consistent with the County's Comprehensive Plan and granted the application a favorable recommendation.

Commissioner Bertino opened the floor to receive public comments.

There being no public comments, Commissioner Bertino closed the hearing.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the amendment to the Water and Sewerage Plan as requested.

Pursuant to the request of State's Attorney Kris Heiser and upon a motion by Commissioner Mitrecic, the commissioners voted 5-2, with Commissioners Bertino and Bunting voting in opposition, to accept the Elder Financial Justice Grant Agreement, awarding federal funding of \$1.1 million secured by Salisbury University to the State's Attorney's Office (SAO), the sub-recipient, over a two-year period to fund the following: three additional investigators, three case managers, and one part-time administrative assistant, to include fringe benefits; and up to three vehicles, 20 laptops, 20 cellphones, and proprietary software used in data analytics. Ms. Heiser advised that this renewable grant will support the Elder Fraud Prevention Project, which is headed up by the Vulnerable Adult Task Force, and which was designed to help prevent County senior citizens from becoming victims of fraud and other financial scams.

In response to questions by Commissioner Bunting, Ms. Heiser advised that if the grant is not renewed, the positions will be eliminated; however, the SAO will be able to keep the equipment. Human Resources Director Stacey Norton advised that benefits are available to new employees the first of the month following the start of their employment; however, under the Maryland State Retirement System, an individual must be employed with the County for 10 years to become vested.

Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to allocate two equivalent dwelling units from the Mystic Harbour Sanitary Service Area (SSA) to Bethany United Methodist Church and adjacent single-home property, both of which have failing septic systems. Mr. Mitchell reviewed the number of EDUs available in the Mystic Harbour SSA, which include 17 existing EDUs and 15 returned (forfeited) EDUs. He advised that 14 existing, occupied properties served by septic, including the church, are located along a right-of-way in which a sewer main has been installed that can be reasonably accessed. Following questions by Commissioner Bunting, Mr. Mitchell advised that the additional property owners will be required to go through the application process if they would like to be connected to public sewer in the future.

Commissioner Mitrecic questioned whether there could be savings by combining all of the enterprise funds into one enterprise fund. Mr. Mitchell stated that the Water and Sewer Committee has been investigating that option and will present their findings to the commissioners in the near future.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved their calendar year 2023 meeting schedule and FY24 budget schedule, with the following change: moving the first meeting in 2023 from January 3 to January 10. Commissioners' meeting generally take place on the first and third Tuesdays of each month, except where such dates fall on legal holidays or other conflicting event.

Pursuant to the request of Budget Officer Kim Reynolds and upon a motion by Commissioner Bunting, the commissioners unanimously approved the requested assignment of FY22 Fund Balance of \$41,058,171.

The commissioners met with Ms. Reynolds to schedule a public hearing on the requested five-year Capital Improvement Plan (CIP) FY24-FY28. Ms. Reynolds advised that projects totaling \$208,072,818 are proposed over the five-year period. Of the proposed projects, \$34,585,765 million or 16% is proposed to come from Assigned Funds and \$120,655,353 million or 58% from general bond funds. The remaining portion would come from grant funds, State match funds, user fees, assigned funds, private donations, and enterprise bonds. She concluded that public school projects have been included in the CIP. She reminded the commissioners that the CIP is strictly a planning document, and a project's inclusion in the CIP does not constitute funding approval.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to schedule a public hearing in January 2023 to receive public comments on the five-year CIP FY24-FY28 as presented.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Mitrecic, the commissioners unanimously agreed to appoint Commissioner Bertino to serve as the primary and Commissioner Bunting to serve as the alternate representative on the Maryland Association of Counties (MACo) legislative committee.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Commissioner Mitrecic to serve on the Wicomico County Regional Airport Commission.

Upon a motion by Commissioner Bunting, the commissioners unanimously agreed to nominate Commissioner Mitrecic to serve as secretary for the Tri-County Council (TCC) for the Lower Eastern Shore Executive Board, with Commissioner Elder to serve as first vice chair, and with Commissioners Abbott, Elder, Fiori, Mitrecic, and Purnell to serve as the five voting members of the TCC full board.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to reappoint Dean Ennis to the Agricultural Reconciliation Board and C.D. Hall to the Economic Development Board, and to appoint Cary Foster Bird to the Housing Review Board.

Upon a nomination by Commissioner Elder on behalf of Commissioner Bertino, the commissioners unanimously agreed to appoint Bob Gilmore to the Solid Waste Advisory Board.

Upon a motion by Commissioner Bunting, the commissioners voted 4-2-1, with Commissioners Mitrecic and Purnell voting in opposition and Commissioner Elder abstaining, to direct Chief Administrative Officer Weston Young to cancel the land purchase contract on the

land known as the Harrison property, to cancel any consulting contracts concerning said property, to instruct staff and department directors to cease any studies or planning involving the County's involvement in purchasing land, project design, construction, and operating a sports complex in Worcester County. Commissioner Bunting stated that the overall purpose of this motion is to cease all involvement the County has in the construction of a sports complex in Worcester County. He further clarified that it is not intended to hinder in any way an individual or entity in privately owning and operating a sports complex in Worcester County.

Commissioner Mitrecic stated that the motion is premature, given that the County has not yet met with Maryland Stadium Authority (MSA) representatives to review the findings of their recent study. He stated that if the MSA is willing to pay 80% and a private entity agrees to pay the remaining costs of 20%, the commissioners should listen to what they have to say. He stated that such a project would help generate new revenue for the County and avoid the need to raise tax rates. Commissioner Purnell concurred.

The commissioners answered questions from the press, after which they adjourned to meet again on December 20, 2021.



COMMISSIONERS
ANTHONY W. BERTINO, JR.
PRESIDENT
MADISON J. BUNTING, JR.
VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE SAVAGE
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Donald L. Hardy has contributed 19 years of dedicated service to the Water and Wastewater Division of Worcester County Public Works where he began his career on December 15, 2003; and

WHEREAS, Mr. Hardy's expertise and experience as a maintenance worker II have been instrumental in the overall management of the Water and Wastewater Division, where he maintained and repaired water and wastewater systems operated by Worcester County.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Donald L. Hardy** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of December, in the Year of Our Lord Two Thousand and Twenty-Two.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Theodore J. Elder

Eric J. Fiori

Joseph M. Mitrecic

Diana Purnell



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CHIEF ADMINISTRATIVE OFFICER
CANDACE SAVAGE
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Corporal Donn G. Rodgers has contributed 21 years of dedicated service to the Worcester County Jail where he began his career on April 5, 2001; and

WHEREAS, Corporal Rodgers' expertise and experience have been instrumental in providing for the security and welfare of the inmate population, as well as the overall management of the Worcester County Jail.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Corporal Donn G. Rodgers** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of December, in the Year of Our Lord Two Thousand and Twenty-Two.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Theodore J. Elder

Eric J. Fiori

Joseph M. Mitrecic

Diana Purnell



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Davida T. Washington
Date: 12/20/2022
Re: Housing Rehabilitation Program Berlin #1 Project – M. O’Neal
Housing Rehabilitation Program Berlin #2 Project – M. O’Neal

I am requesting permission to request a waiver (3 bid minimum) from DHCD and your acceptance of the 2 bids from: **Colossal Contractors (\$16,500.00) and Poseidon Plumbing and Home Services (\$8,123.91)** 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.

Two bid openings were held on Monday, October 17 and November 28 for the proposed renovations. The following bids were received:

| | |
|--|--------------------|
| Berlin #1 – Colossal Contractors | \$16,500.00 |
| Berlin #2 – Posiedon Plumbing and Home Services | \$ 8,123.91 |
| Berlin #2 – Colossal Contractors | \$18,150.00 |

Copies of the scope of work and proposed costs are attached for your review.



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

ZONING DIV
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
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TECHNICAL SERVICES DIVISION

DRAFT

December 20, 2022

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

Dear Ms. Stone,

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

Mary O'Neal- Berlin #1 and #2

300 Flower St., Berlin, MD 21811

Exception Request: 3 bid minimum and direct solicitation

Two projects have been sent out for open public bid twice (10/17/2022 and 11/28/2022) and we only received 1 bid and 2 bid respectively. Under the purchasing guidelines of our funding source (CDBG grant MD-23-CD-25), a minimum of three contractor bids is required. Since we did not receive 3 bids, we would like to request a waiver. The Commissioners accepted the following bid(s):

| | |
|--|--------------------|
| Berlin #1 – Colossal Contractors | \$16,500.00 |
| Berlin #2 – Posiedon Plumbing and Home Services | \$ 8,123.91 |

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. O'Neal'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.Coar.

PROJECT: MARY O'NEALDATE: 08/22/2022ADDRESS: 300 FLOWER STREETBERLIN, MD 21811PHONE: (410)641-3191

SCOPE OF WORK

A: Contractor is to obtain all necessary permits.

PRICE: N/A

B: Remove all electric baseboard units. Contractor is to install complete new heat pump system. Heat pump shall be a 16 SEER Energy Star rated unit with a programmable thermostat. The system shall be properly sized in accordance with ACCA's Manual "J" or other recognized methodology. Data for heat load/loss calculations shall be based on post-rehabilitation conditions. The Energy Starr rated heat pump system shall be capable of heating the interior to 78 degrees F, when the exterior temperature is 0 degrees F in all habitable and essential rooms. The system is to include all vents, vent covers, returns, duct work and exterior pad for the exterior compressor unit. All necessary electrical and plumbing connections are to be included. All ductwork shall be well sported, sealed with mastic, and insulated in un-conditioned areas per current Code.

PRICE: \$16,500.00TOTAL PRICE: \$16,500.00

SIGNATURE: _____

PRINTED NAME: Juan R. NavarroTITLE: PresidentCOMPANY NAME: Colossal Contractors, Inc.ADDRESS: 4601 Sandy Spring RoadBurtonsville, MD 20866PHONE NUMBERS: OFFICE: (301) 476-9060 CELL: _____MHIC#: 122805 EXPIRATION DATE: 08/09/2024DATE OF PROPOSAL: 11/29/2022

Berlin #2 - adjusted Revised

ITEM 2

PROJECT: MARY O'NEAL

DATE: 08/22/2022

ADDRESS: 300 FLOWER STREET

BERLIN, MD 21811

PHONE: (410)641-3191

SCOPE OF WORK

A: Contractor is to obtain all necessary permits.

PRICE: \$0

B: Remove and replace rear roof plumbing vent boot. Install new per manufacturer's installation instructions. Repair interior ceiling in area directly under this vent boot and paint to match as close as possible. Make any necessary shingle repairs and seal for water tightness. Install new aluminum kick plate under rear door sill.

PRICE: \$3,269.91

C: Remove hall bathroom toilet for installation of new finish flooring. Toilet is to be reset with new wax ring seal after installation of new finish flooring. Provide and install new vinyl plank finish flooring with necessary shoe moulding trim at wall perimeters. Install new GFCI outlets in kitchen and bathrooms to meet current Code. Install missing electrical panel knockout cover plates. Install new smoke detectors to meet current Code. Units are to have ten (10) year lithium batteries. If interconnection presents a hardship to the owner and contractor, battery only units will be acceptable.

PRICE: \$4,854.00

TOTAL PRICE: \$8,123.91

SIGNATURE: 

PRINTED NAME: Matt Steehr

TITLE: member, LLC

COMPANY NAME: Poseidon Plumbing and Home Services, LLC

ADDRESS: 12637 sunset Ave #1 ocean city, MD 21842

PHONE NUMBERS: OFFICE: 410-251-1096 CELL: 443-856-2860

MHIC#: 135020

EXPIRATION DATE: 10-12-2023

DATE OF PROPOSAL: 11/29/22

Berlin#2

ITEM 2

PROJECT: MARY O'NEAL

DATE: 08/22/2022

ADDRESS: 300 FLOWER STREET

BERLIN, MD 21811

PHONE: (410)641-3191

SCOPE OF WORK

A: Contractor is to obtain all necessary permits.

PRICE: \$3,500.00

B: Remove and replace rear roof plumbing vent boot. Install new per manufacturer's installation instructions. Repair interior ceiling in area directly under this vent boot and paint to match as close as possible. Make any necessary shingle repairs and seal for water tightness. Install new aluminum kick plate under rear door sill.

PRICE: \$3,750.00

C: Remove hall bathroom toilet for installation of new finish flooring. Toilet is to be reset with new wax ring seal after installation of new finish flooring. Provide and install new vinyl plank finish flooring with necessary shoe moulding trim at wall perimeters. Install new GFCI outlets in kitchen and bathrooms to meet current Code. Install missing electrical panel knockout cover plates. Install new smoke detectors to meet current Code. Units are to have ten (10) year lithium batteries. If interconnection presents a hardship to the owner and contractor, battery only units will be acceptable.

PRICE: \$10,900.00

TOTAL PRICE: \$18,150.00

SIGNATURE: _____

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Road Burtonsville, MD 20866

PHONE NUMBERS: OFFICE: (301) 476- 9060 CELL:

MHIC#: 122805 EXPIRATION DATE: 08/09/2024

DATE OF PROPOSAL: 11/28/2022



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Davida T. Washington
Date: 12/20/2022
Re: Housing Rehabilitation Program – MHT Concurrence for Floyd and Dorothy Richo

I am requesting your approval by signature of the attached letter for concurring with instructions of photographic recordation of 1525 Snow Hill Road, Stockton, MD 21864, that has been requested by the Maryland Historic Trust.

Floyd and Dorothy Richo applied for assistance with repairs to their home. They do not qualify for the CDBG, so we referred them to the Special Loans offered through DHCD and we act as administrator for the loan. This property is within the Stockton Historic District and its demolition would not conform to the Standards for the Treatment of Historic Properties that has been established by the Maryland Secretary of Interior. Therefore, before demolishing, MHT is requiring pictures of the property.

I am available any time to answer any further questions that you have regarding this project at (410)632-1200, ext. 1171.

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary



Maryland
DEPARTMENT OF PLANNING
MARYLAND HISTORICAL TRUST

December 5, 2022

Davida T. Washington
Housing Rehabilitation Program Coordinator
Worcester County Development Review and Permitting
One West Market Street, Room 1201
Snow Hill, MD 21863
sent via email (dwashington@co.worcester.md.us)

RE: 1525 Snow Hill Road, Stockton
Demolition and New House Construction
Historic Preservation Review

Dear Ms. Washington:

Thank you for contacting the Maryland Historical Trust (MHT) regarding the above referenced undertaking and providing the additional information we requested on November 7, 2022. The project involves demolition of the existing house and construction of a new residence on the same lot using Special Loan Funds in the form of a STAR Loan to the current homeowners, a loan issued by the Maryland Department of Housing and Community Development (DHCD). We have assessed the effects of the undertaking on historic properties in accordance with the Maryland Historical Trust Act of 1985, as amended, State Finance and Procurement Article §§ 5A-325 and 5A-326 of the Annotated Code of Maryland.

As noted in your submittals, the undertaking involves demolition of the house at 1525 Snow Hill Road and construction of a new prefabricated one-story ‘Ranch’ house on the cleared lot. The subject building is a 2 story, 3-bay, side-passage house with Italianate details that was built circa 1860. The house is within and contributing to the Stockton Historic District (MIHP #WO-383), which is eligible for listing on the National Register of Historic Places as a cohesive country village that developed in the 1870s around a 18th century catholic church, with buildings that principally date from the 1870s through 1918.

Based on the recent submittal, Worcester County has shown that rehabilitation of the existing house will cost \$36,000 (18.5%) more than demolition and new construction of the chosen new house. The existing house’s poor condition, lack of a true foundation, and pre-1980 electrical, plumbing, and HVAC systems, all contribute to this cost difference. As such, Worcester County considers rehabilitation and reuse of the current house impracticable due to its additional cost which may exceed the limits of the STAR loan available to the homeowner. Given that other one-story modern buildings are located on nearby lots in the Stockton Historic District, the construction of a new one-story house on the cleared lot will not alter the setting of or cause an adverse effect to the Historic District. However, demolition of this historic building does not conform to the Secretary of the Interior’s *Standards for the Treatment of Historic Properties* and would be considered adverse.

Adverse effects to historic properties require consultation and development of feasible and practicable means to avoid, mitigate, or satisfactorily reduce the adverse effect [State Finance and Procurement Article§ 5A-326 (c)]. After reviewing your submission, MHT agrees that there are no viable avoidance measures for this undertaking. MHT appreciates the efforts taken by Worcester County to consider rehabilitation and reuse of this historic

Davida Washington, Worcester County Housing Rehab Program
1525 Snow Hill Road, Stockton
December 5, 2022
Page 2 of 2

house. MHT has therefore determined that fulfillment of the following recordation stipulation will satisfactorily reduce the adverse effect:

Photographic Recordation of 1525 Snow Hill Road: Prior to building demolition, Worcester County shall provide MHT with complete exterior digital photographs of the property at 1525 Snow Hill Road in Stockton. The photographs shall include views of all sides (elevations) of the house and other structures on the property, and detail views of its character-defining doors, windows, and cornice. MHT will provide further guidance to Worcester County regarding the recordation specifics after we have been notified that the Special Loan Funds have been awarded.

Please sign the concurrence line provided at the end of this letter if you concur with the MHT's determination and return a copy for our files. If Worcester County does not agree with these stipulations, further consultation will be necessary to conclude the historic preservation consultation.

If you have questions or require further information, please contact Preservation Officer Becky Roman at becky.roman@maryland.gov. Thank you for providing us this opportunity to comment and we look forward to working with you to complete the photographic documentation.

Sincerely,



Elizabeth Hughes
Director / State Historic Preservation Officer
Maryland Historical Trust

CONCURRENCE:

Worcester County agrees to implement the above stated recordation stipulation to satisfactorily reduce the adverse effect of this undertaking and fulfill their responsibilities under the State Finance and Procurement Article§ 5A-326 (c) of the Annotated Code of Maryland.

Name, Title, Office
Worcester County

EH/EJC/ELR 202204841

CC: Gary Pusey (Worcester Co. / gpusey@co.worcester.md.us)
Jennifer Keener (Worcester Co. / jkeener@co.worcester.md.us)
Dale Quisgard (DHCD / dale.quisgard@maryland.gov)
Dona Sorce (DHCD / dona.sorce@maryland.gov)



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: December 20, 2022
RE: Recommendation to Award – Comprehensive Plan Update: Public Engagement Program

The Department of Development, Review and Permitting along with the County's Procurement Officer is recommending the County award the Comprehensive Plan Update: Public Engagement Program to Wallace, Montgomery & Associates, LLP. Proposals were due and opened on Tuesday, November 29, 2022. Three proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from Wallace, Montgomery & Associates, LLP, represents the best value to Worcester County. The total contract award amount is \$49,968.

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.

| |
|--|
| Comprehensive Plan Update - Public Engagement Program |
| November 29, 2022, 2:30pm |
| Request for Proposals Tabulation Sheet |
| <u>Respondent's Name(s):</u> |
| Public Engagement Associates |
| Wallace Montgomery |
| SG Insights, LLC |

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131





WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
410-632-1194
FAX: 410-632-3131

Weston Young
Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on December 20, 2022, between the County Commissioners of Worcester County, Maryland ("County"); and Wallace, Montgomery & Associates, LLP ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the COMPREHENSIVE PLAN UPDATE: PUBLIC ENGAGEMENT PROGRAM.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$49,968 (forty-nine thousand, nine hundred sixty-eight dollar and no cents) or as shown in the Form of Proposal.
5. The term 'Contract Documents' means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor's Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addendums 1, 2 and 3
 - p. Successful Vendor's Completed Proposal Documents

- q. Notice of Award
- r. Notice to Proceed
- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Proposal Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.

President

Date:

WITNESS:

CONTRACTOR:

Wallace, Montgomery & Associates, LLP

By:

Title:

Date:



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: December 20, 2022
RE: Request to Purchase – Self-Contained Breathing Apparatus (SCBA)

The Fire Marshal's Office is requesting to purchase self-contained breathing apparatus (SCBA) replacements from Municipal Emergency Services (MES) under a cooperative contract through Sourcewell. Funding has been approved in the FY23 budget under account 1105.197.6110.150 in the amount of \$81,152.00. The total quote amount from MES is \$80,625.28.

The Fire Marshal's Office has been working with MES for pricing and a quote on the SCBA replacement. MES has a Sourcewell Contract (RFP #032620) for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment. The quote provided states "Sourcewell GPO 24% off of list price". MES is also providing special pricing from 3M/Scott Fire and Safety for 8 cylinders at no charge, a savings of over \$13,000.00.

Attached to this memo is the quote provided by MES. MES is the sole provider of the requested Air-Pak X3 Pro SCBA (2018 Edition). This style of SCBA is used throughout the county. In order to be in line with all other Worcester County Departments, we would need to stay with this style of SCBA.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



315 Howard Avenue
Bays D & E
Rockville, MD 20850

Quote ITEM 5

Quote # QT1646145
Date 12/12/2022
Expires 01/31/2023
Sales Rep Ward, Scott
PO # TBD
Shipping Method FedEx Ground
Customer WORCESTER CO. FIRE MARSHAL (MD)
Customer # C33970

Bill To

Matt Owens
WORCESTER CO. FIRE MARSHAL
1 West Market Street Room 1302
Snow Hill MD 21863

Ship To

Matt Owens
WORCESTER CO. FIRE MARSHAL
1 West Market Street Room 1302
Snow Hill MD 21863

| Item | Alt. Item # | Units | Description | QTY | Unit Price | Amount |
|----------------|-------------|-------|---|-----|------------|-------------|
| X8915025305304 | | | Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 5.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black) MSRP = 10,638.17 (SOURCEWELL GPO 24% OFF OF LIST PRICE) | 8 | \$8,085.00 | \$64,680.00 |
| 200973-01 | | | CYL&VALV,QD,CARB,60/5500 ASSY MSRP = 2,172.10 (SOURCEWELL GPO 24% OFF OF LIST PRICE) | 8 | \$1,650.80 | \$13,206.40 |
| 200973-01 | | | CYL&VALV,QD,CARB,60/5500 ASSY OFFERED AT NO CHARGE | 8 | \$0.00 | \$0.00 |
| 201215-22 | | | AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium MSRP = 450.47 (SOURCEWELL GPO 24% OFF OF LIST PRICE) | 8 | \$342.36 | \$2,738.88 |

#032620-MES, Firefighting PPE Personal Protective Equipment

Subtotal \$80,625.28
Shipping Cost \$0.00
Tax Total \$0.00
Total \$80,625.28

RFP #032620 revision 7 Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is canceled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year. Period upon request of Sourcewell and with written agreement by Vendor

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





Worcester County Government

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MEMORANDUM

TO: Worcester County Commissioners
 FROM: Nicholas W. Rice, Procurement Officer
 DATE: December 20, 2022
 RE: Request to Award - Langmaid Dirt Hauling

Please see the attached bid tabulation for the dirt hauling services from the county pit on Langmaid Road to the Central Site Landfill. Public Works is requesting the Commissioner's review and approval to award this project to the lowest responsive and responsible vendor, Reese Transportation, in the amount of \$92.00 per load. Bids were due and opened on December 2, 2022 at 1:00pm. Three bids were received.

Funding in the amount of \$350,000 for these services was approved in the current FY23 operating budget in account 680.7002.6550.020, Public Works Solid Waste Building Site Expenses Buildings and Grounds Maintenance.

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

| Langmaid Road Dirt Hauling Re-Bid | |
|--|------------------------------------|
| December 2, 2022 at 1:00pm | |
| Bid Tabulation | |
| <u>Vendor Name</u> | <u>Fixed Price per Load</u> |
| Dorchester Dumping Co., LLC | \$137.50 |
| Earth Movers, LLC | \$102.00 |
| Reese Transportation* | \$92.00 |
| *apparent low bidder | |

County Administration Office
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 Snow Hill, MD 21863
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410-632-1194
FAX: 410-632-3131

Weston Young
Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on December 20, 2022, between the County Commissioners of Worcester County, Maryland ("County"); and Reese Transportation ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the DIRT HAULING SERVICES.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Bid Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$92.00 per load or as shown in the Form of Bid.
5. The term 'Contract Documents' means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Bid Specifications
 - h. Form of Bid
 - i. References
 - j. Exceptions
 - k. Individual Principal
 - l. Vendor's Affidavit of Qualification to Bid
 - m. Non-Collusive Affidavit
 - n. Addendum 1, dated 11/29/22
 - o. Successful Vendor's Completed Bid Documents
 - p. Notice of Award
 - q. Notice to Proceed

6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

**CONTRACTOR:
REESE TRANSPORTATION**

By:
Title:
Date:



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

ITEM 7

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: December 12, 2022
SUBJECT: Local Assistance and Tribal Consistency Fund (LATCF)

Attached is the guidance for the Local Assistance and Tribal Consistency Fund (LATCF) grant for your review and approval. This grant was established as part of the American Rescue Plan Act of 2021. The allocation to Worcester County is \$100,000 to be divided equally over FY22 and FY23. The purpose of LATCF is to serve as a general revenue enhancement program and funds can be used to support current general government expenses.

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury
July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

I. PROGRAMMATIC TERMS OF THE ASSISTANCE

This section describes the programmatic terms of the program, including key information on eligible applicants, allocations, eligible and ineligible uses of funds, eligible and ineligible costs, and the availability of funds. Recipients are subject to the terms of the award agreement that they must enter into in order to receive funding.

A. ELIGIBLE APPLICANTS

The American Rescue Plan identifies eligible revenue sharing counties and eligible Tribal governments as the governments eligible to request payment of their allocation of the program and defines eligibility as follows:

- An *eligible revenue sharing county* is a county, parish, or borough that is independent of any other unit of local government; and that, as determined by the Secretary of the Treasury, is the principal provider of government services for the area within its jurisdiction; and for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program. In addition, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands are eligible revenue sharing counties.
- An *eligible Tribal government* is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the American Rescue Plan pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 1531).

B. ALLOCATIONS

Section 605(b) provides for a total of \$2 billion for Treasury to make payments to eligible revenue sharing counties and eligible Tribal governments over fiscal years 2022 and 2023. The provision directs the Secretary to reserve \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates, as well as other economic indicators, over the 20-year period ending with September 30, 2021. Separately, the provision directs the Secretary to reserve \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible Tribe.

Eligible Tribal governments may log in to the Treasury Submission Portal to review their specific allocations under the program. Eligible revenue sharing counties may review their allocations on the Treasury website once the \$1.5 billion Local Assistance Fund for eligible revenue sharing counties has been launched.

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia.¹ Further, generally, receipt of LATCF funding does not trigger the National

¹ Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

Environmental Policy Act (NEPA),² although recipients must ensure compliance with all applicable federal environmental laws.

b) Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

c) Compliance with financial management, procurement, and conflicts of interest standards

Recipients must expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. Treasury will monitor violations of this requirement through reporting and other sources. Recipients should also review the Buy America domestic content procurement preference requirements, below.

D. ELIGIBLE AND INELIGIBLE COSTS

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

E. TRANSFERS

Recipients may transfer to and pool LATCF funds with other entities for projects, provided that recipients are able to track use of the funds in line with the reporting and compliance requirements of the LATCF. As an example, neighboring counties may pool funds in order to invest in a regional infrastructure project. Further, recipients may fund a project with both LATCF funds and other sources of funding, provided that the project is an eligible use under each source program and recipients are compliant with all other related statutory and regulatory requirements and policies.

Transfers under this program do not give rise to subrecipient relationships given the purpose of the award. As a result, recipients do not need to comply with subrecipient monitoring or oversight requirements outlined in the Uniform Guidance at 2 C.F.R. § 200.331 through § 200.332. Further, no subrecipient reporting under 2 C.F.R. Part 170 will be required for this program, although

the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects.

² Projects supported with payments from LATCF may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.³

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the non-federal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

³ See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), <https://www.gao.gov/assets/gao-06-382sp.pdf>

II. OPERATIONAL TERMS OF THE ASSISTANCE

This section provides a summary of operational terms of the program, including payments, reporting, and compliance. Treasury expects to release reporting and compliance guidance for the LATCF program at a later date.

A. PAYMENTS

Recipients may request payment of their allocation through the Treasury Submission Portal by following the instructions on Treasury's website. Eligible applicants will be required to complete payment information and sign an award agreement. Tribal governments will be required to complete a certification regarding economic conditions.

B. REPORTING

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with program requirements, as well as to reduce the risk of waste, fraud, and abuse. Any eligible revenue sharing county that is determined to have failed to submit a report may be required to repay to Treasury an amount up to 5 percent of its total allocation, as authorized by Sections 605(d) and (e).

C. OVERSIGHT

Recipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Recipients are subject to the Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

D. COMPLIANCE

a) General

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

Any amounts that Treasury has determined to recoup would be subject to generally applicable federal debt collection laws and procedures, including the provisions set forth in Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Parts 900 through 904.

Treasury expects to work with recipients to support the use of LATCF funds and the timely filing of annual reports to Treasury. Treasury may, for example, request additional information and work

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

compensation pursuant to 2 C.F.R. Part 170. Treasury’s regulations at 31 C.F.R. Part 19 (implementing OMB’s Guidelines to Agencies on Governmentwide Debarment and Suspension at 2 C.F.R. Part 180) are applicable to the program. Recipients are required to comply with the System for Award Management (SAM) requirements in 2 C.F.R. Part 25.⁴

There are no matching, level of effort, or earmarking compliance responsibilities associated with the LATCF program.

b) Buy America Domestic Content Procurement Preference

The Build America, Buy America Act establishes domestic content procurement preference requirements for federal financial assistance programs for infrastructure.⁵ These requirements apply to the LATCF. As such, expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Recipients should review the details of these domestic content procurement requirements as provided in the terms and conditions of the LATCF award, which follow the guidance provided by the Office of Management and Budget (OMB).⁶ The definition of infrastructure as provided by the Build America, Buy America Act and OMB guidance is broad and includes the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. An infrastructure project includes the construction, alteration, maintenance, or repair of infrastructure.

Treasury plans to propose a waiver from the Build America, Buy America Act requirements for awards made under the LATCF program. Treasury will post the proposed waiver and its terms, including its duration, on the Treasury website, and will also provide an update after the public comment period has closed. Should a waiver be issued, infrastructure projects undertaken under awards issued after the waiver is effective will not be subject to Build America, Buy America Act requirements.

An eligible Tribal government may request funding and receive an award before a waiver is issued and becomes effective. However, typically, only awards issued after the waiver is issued and becomes effective are excluded from the requirements of the Buy America, Build America Act. If

⁴ 2 C.F.R. Part 25, Subpart C, is inapplicable to this program as transfers under this program do not give rise to subrecipient relationships.

⁵ See section 70914(a) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (IIJA). The Buy America, Build America Act was included as sections 70901-27 of the IIJA.

⁶ OMB’s guidance is provided in OMB Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure” (April 18, 2022), *available at* <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver’s effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act.⁷ Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

⁷ More specifically, as provided in OMB’s guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). *See* OMB Memorandum M-22-11 at 3-4.

III. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays.

LATCF@treasury.gov

U.S. Department of the Treasury
Attn: **Local Assistance and Tribal Consistency Fund**
1500 Pennsylvania Ave NW
Washington, DC 20220

treasury.gov/LATCF



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJ Mitchell", written over the name and title of the sender.

Subject: Selsey Road Resiliency Project
Grant Package

Date: 12/13/22

As design and permitting were completed and the land ownership issues have been settled, Environmental Programs received County Commissioner approval on 8/2/22 to advertise and solicit bids for the Selsey Road Resiliency Project. The solicitation covered the construction of the designed storm measures on the approved design (attached). As you are aware, Worcester County was awarded funding from Maryland's Department of Natural Resources (DNR), Chesapeake and Coastal Division, for a Community Resilience Grant to assist with coastal impacts of climate-related hazards. The planned restoration is for the Selsey Road area, a part of the larger Cape Isle of Wight community in West Ocean City. This demonstration project is an excellent opportunity to contribute to building coastal storm resiliency within the Cape Isle of Wight community and other local communities.

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

Since the bids came in over the amount granted under this program, staff have worked with MD- DNR staff in seeking additional funding for the project. This comes in the form of an additional grant which the agency was generously gracious enough to sponsor. We also were able to secure donated dredge materials locally to cut into the project costs, demonstrating our resourcefulness in exploring innovative ways to reduce the project budget. We are seeking approval signature on the grants to be executed before both grants are approved by the Board of Public Works on 12/21/22 (attached). The County would need to secure these funds before the contract for the work was awarded. No County funds or match is required for this grant program. We would respectfully recommend that the County Commissioners accept the initial and supplemental grants for this important project. The grant funding covers the following tasks that encompass the work under this project:

ITEM 8

1. Construct a 1,100 linear foot, nature-based shoreline stabilization and wetland restoration project to address sea level rise and flooding within the Cape Isle of Wight community.
2. Demonstrate effective beneficial use of locally sourced dredged material by reusing approximately 4,000 cubic yards of dredged material within the living shoreline.
3. Engage local stakeholders to keep the community updated on project progress and outcomes.
4. Plan for maintenance and adaptive management activities to ensure project goals are met over the long-term.

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

Attachments

cc: David Bradford
Katherine Munson
Kim Reynolds



**BOARD OF PUBLIC WORKS
SECRETARY'S
ACTION AGENDA
December 21, 2022**

Contact: Nicole Carlozo 410-260-8726 nicole.carlozo@maryland.gov
Emily H. Wilson 410-260-8436 emilyh.wilson@maryland.gov

8. DEPARTMENT OF NATURAL RESOURCES
Resiliency through Restoration Initiative

Recommendation: That the Board of Public Works approve the Department of Natural Resources granting \$1,508,500 in general obligation bond proceeds to construct one restoration project.

Project ID: Selsey Road / CRP 05-19

Prior Approval: \$50,000 Secretary's Item 10 [August 22, 2018]

Authority: Section 8-301, State Finance and Procurement Article, Annotated Code of Maryland

Grantee: Worcester County Commissioners

Location: Isle of Wight Bay, Cape Isle of Wight, West Ocean City, Worcester County

Amount: \$1,508,500

Fund Source: MCCBL of 2019 (Chapter 14, Acts of 2019): *Coastal Resiliency Program*
\$1,000,000.00
Source Code: 19319
MCCBL of 2020 (Chapter 537, Acts of 2020): *Coastal Resiliency Program*
\$508,500.00
Source Code: 20315

Remarks: This project is to construct a permitted 1,100 linear foot living shoreline with headland, sill, and marsh features to help protect residential infrastructure and reduce road flooding while demonstrating beneficial use of dredged material. DNR is seeking approval to award construction funds for this one living shoreline project. After construction, DNR will return to the Board for approval to award adaptive management funds, if warranted.

The Resiliency through Restoration Initiative (formerly Coastal Resiliency Program) was developed to address escalating risks to Maryland's coastal and inland communities and public resources from extreme weather and climate-related events. This Program implements on-the-ground natural and nature-based projects in priority areas where nature can help communities become more resilient to impacts from water. Targeting models, such as the Coastal Resiliency Assessment, identify areas where restoration can provide the greatest protection benefits for infrastructure, communities, businesses, and habitats.

**BOARD OF PUBLIC WORKS
SECRETARY'S
ACTION AGENDA
December 21, 2022**



8. DEPARTMENT OF NATURAL RESOURCES (cont'd)

Remarks (cont'd):

Datasets, such as impervious cover, highlight urban and inland areas where green infrastructure is needed to address more intense rain events. Projects will protect both public and private investments, while demonstrating a suite of nature-based projects that will enhance the ability of communities to respond to or recover from extreme hazards like storms and more frequent and intense rain events, or chronic hazards like nuisance flooding and sea level rise.

DNR will provide technical assistance and grant funds to entities to design and construct living shoreline, marsh enhancement, green infrastructure, and nature-based projects. These projects will reduce the impacts of flooding on vulnerable communities across the state.

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

State of Maryland
Department of Natural Resources

Coastal resiliency program Capital Projects Grant Agreement

PO#: _____

This Agreement ("**Agreement**") is entered into this ____ day of _____, 20____, by and between the State of Maryland, Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 ("**State**"), acting through the Board of Public Works (**BPW**), and County Commissioners of Worcester County, Worcester County Government Center, 1 West Market Street, Suite 1105, Snow Hill, MD 21863 ("**Grantee**"), whose federal taxpayer identification number is 52-6001064.

Recitals

- A. Grantee has requested grant assistance from the State to address escalating risks from extreme weather and climate-related events, and the State has determined that grant assistance shall be provided for natural and nature-based projects to better protect Maryland communities and public resources.
- B. The General Assembly has authorized this Grant titled Selsey Road Shoreline Construction provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. **Purpose.** Grantee may use grant funds for the following purpose only ("**Project**"):
Construct a 1,100 linear foot permitted shoreline stabilization and marsh restoration project along Isle of Wight Bay and the Cape Isle of Wight community (approximately 38° 21' 32.3454" N. -75° 7' 3.27" W). This shoreline project will include Nature-based practices which are designed to minimize recurrent community flooding and long-term sea level rise risks. The project will directly minimize road flooding and community flood damage while incorporating local dredged material from nearby upland placement sites.

Project activities supported by this grant are described in the Scope of Work (Attachment A). The Scope of Work is hereby incorporated by reference into and made an integral part of this Agreement.

Grantee agrees to the provisions contained in the "Capital Improvement Qualifications and Terminology" (Attachment B) and incorporated herein by reference.

(See Maryland Consolidated Capital Bond Loan, Coastal Resiliency Program, which is incorporated herein by reference.)

2. **Grant.** After the BPW approves this Agreement, the State shall

periodically provide grant funds (“Grant”) to, or on behalf of, Grantee not to exceed the amount of One Million and zero cents (\$ 1,000,000.00).

3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) no part of the Project is under contract by January 1, 2030 or (b) the Project is abandoned.
4. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.
5. Limitations on Use. The BPW or State may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
6. Term. The Grant shall become effective on January 1, 2023 and shall expire on June 30, 2024 as specified by the Scope of Work (Attachment A). This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. The State reserves the right to revert any unexpended or unencumbered funds not used during the project term.
7. Key Personnel. The parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement, and that they are designated as Key Personnel. They shall be made available to the fullest extent required to carry out the work under this Agreement:

Katherine Munson
Planner V, Natural Resources Division
Worcester County Department of Environmental Programs
 Email: kmunson@co.worcester.md.us
 Phone: 410-632-1220 ext 1302

The parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative’s contact information.

Maggie Cavey
Department Representative

Email: maggie.cavey1@maryland.gov Phone: 410-260-8904
Contact Information

XXXXXX, President, County Commissioners of Worcester County
Grantee Representative

Email: [EMAIL] Phone: [Phone Number]
Contact Information

8. **Payment Procedure.** Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose. The Grantee shall submit invoices and a copy of paid canceled check(s), or certification that payment has been made, to the State on a generally quarterly basis for reimbursement of Project activities, in accordance with procedures outlined in the Scope of Work (Attachment A).
9. **Reports and Deliverables:**
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantee shall submit generally quarterly status/progress to the State at the same time as billing submissions required under Paragraph 8. Grantee shall submit additional information as the State may periodically require, including project status reports and certified audit reports. Reports shall be submitted in electronic format in accordance with procedures outlined in the Scope of Work (Attachment A). Payment of the costs identified in the billing submissions is contingent on the State's satisfaction with the Grantee's progress in the work. At the end of the Agreement term, the Grantee shall submit the final deliverable(s) with a final report in electronic format in accordance with procedures outlined in the Scope of Work (Attachment A).

10. ***Project Management.*** The Project will be managed by or under the supervision of the Grantee, with close coordination between the Grantee and the Technical Project Manager specified in the Scope of Work (Attachment A). Design plans and specifications, if applicable, must be completed by a Maryland Registered Professional Engineer unless approved in advance by the Technical Project Manager. All deliverables must be submitted electronically for review and approval by the Technical Project Manager and the Program Manager specified in the Scope of Work (Attachment A).

11. ***Communications.*** Communications must be addressed as follows:

To the State:

Maryland Department of Natural Resources
Chesapeake & Coastal Service

Maggie Cavey

580 Taylor Avenue, E-2
Annapolis, MD 21401

To the Grantee:

County Commissioners of Worcester County

1 West Market Street, Suite 1105, Snow Hill, MD 21863

12. ***Default.*** A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.

13. ***Remedies Upon Default.***

- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
- (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.

14. **Disposition of Property.** Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
15. **Inspection and Retention of Records.** Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
16. **Insurance.**
 - (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.
 - (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.
 - (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
17. **Indemnification.** Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:
 - (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees,

subtenants, licensees, or invitees in connection with the Project.

- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

18. Registration. Grantee is a (charitable) (religious) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if Yes

Check if Not Applicable ☒ and explain:

Grantee is a County
Government.

19. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.

20. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:

- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
- (b) Prohibit its employees from working under the influence of alcohol or drugs.
- (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
- (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.

- (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
21. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
22. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
 - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
23. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.

24. **Financial Disclosure.** Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
25. **Political Contributions.** Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
26. **No Contingent Fees.** Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
27. **No Lobbying Fees.** In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.
28. **Non-hiring of State Employees.** No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
29. **Amendment.** The Agreement may be amended only in a writing signed by the parties.
30. **Assignment.** Grantee may not assign this Agreement without the prior written approval of the BPW or State. If the BPW or State approves an assignment, this Agreement shall bind Grantee's successors and assigns.
31. **Entire Agreement.** This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.

32. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

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

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: _____

Name: _____

Title: _____

WITNESS:

STATE OF MARYLAND DEPARTMENT
OF NATURAL RESOURCES:

By: _____

Christine Conn, Acting Director
Chesapeake and Coastal Service

THIS COASTAL RESILIENCY PROGRAM CAPITAL PROJECTS GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.

Approved as to form and legal sufficiency this this ____ day of ____ 20__.

By: _____

Talley Kovacs
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

BPW Approval: ____/____/20__

Attachment A
SCOPE OF WORK

Project Title: Selsey Road Shoreline Construction

| | | |
|---------|------------|----------------|
| Budget: | State: | \$1,000,000.00 |
| | Leveraged: | \$ 0.00 |
| | Total: | \$1,000,000.00 |

Funding Period: January 1, 2023 - June 30, 2024

Funding Recipient: Worcester County Commissioners

Project Abstract & Metrics

Worcester County will construct a 1,100 linear foot permitted shoreline stabilization and marsh restoration project along Isle of Wight Bay and the Cape Isle of Wight community (approximately 38° 21' 32.3454" N, -75° 7' 3.27" W). This shoreline project will include Nature-based practices which are designed to minimize recurrent community flooding and long-term sea level rise risks. The project will directly minimize road flooding and community flood damage while incorporating local dredged material from nearby marinas and the town of Ocean City.

Background

Cape Isle of Wight is an unincorporated residential community in West Ocean City that sits between 2 and 6 feet above sea level. Developed prior to Maryland Critical Area protections and with limited stormwater management, this community is vulnerable to both coastal flooding and sea level rise. Historically, about 7.5 acres of privately owned marsh, beach and upland directly north of the community provided flood protection. However, the existing marsh and beach has eroded over the past 20 years while coastal storm severity has increased, leading to more frequent and severe flood events.

To address stormwater management, shoreline stabilization, and habitat enhancement, Worcester County completed nature-based projects at the north and south ends of Norwich Road in 2012. With these projects functioning as intended, the County is interested in expanding nature-based approaches on the peninsula, specifically to address flooding along Selsey Road. Selsey Road, which is owned and maintained by Worcester County, serves 35 residential lots and was identified in Worcester County's 2014 Hazard Mitigation Plan as a road that experiences tidal floods during Nor'easter or hurricane events. By investing in additional natural and nature-based features to the north of Cape Isle of Wight, Worcester County can help protect residential and transportation infrastructure from flooding.

Natural and nature-based solutions are needed to enhance shoreline and community resilience in the face of sea level rise, coastal storms, and other climate impacts. The goal of this project is to stabilize and enhance the marsh and beach north of Cape Isle of Wight to reduce the incidence of flooding and flood damage to residential and road infrastructure while improving habitat and water quality. Local dredged material from nearby marinas and the town of Ocean City will be incorporated into the design where possible. The project will serve as a demonstration for the beneficial use of dredged material and the use of nature-based systems for protection of infrastructure.

Objectives & Responsibilities

The objectives of this project include:

1. Construct a 1,100 linear foot, nature-based shoreline stabilization and wetland restoration project to address sea level rise and flooding within the Cape Isle of Wight community.
2. Demonstrate effective beneficial use of locally sourced dredged material by reusing approximately 4,000 cubic yards of dredged material within the living shoreline.
3. Engage local stakeholders to keep the community updated on project progress and outcomes.
4. Plan for maintenance and adaptive management activities to ensure project goals are met over the long-term.

This project supports Phase II of the Selsey Road Shoreline and Marsh Project, as outlined below. Phases I has been completed and III is expected once Phase II deliverables are complete, pending approval by the Board of Public Works.

Phase I: Design, Permit Acquisition, and Baseline Monitoring
(FY19-22) - **COMPLETE**

Phase II: Construction (FY23-24)

Phase III: Monitoring and Maintenance for Adaptive Management (FY23)

Worcester County will contract with an experienced contractor to construct a nature-based shoreline stabilization and wetland restoration project along Isle of Wight Bay north of the Cape Isle of Wight community. Climate resilient features will be included within the construction to create a more regenerative project that is better able to recover or readjust following natural disturbance from extreme weather and climate-related events. The contractor and Worcester County staff will work in close coordination with the Department of Natural Resources (DNR) to ensure construction follows permitted drawings, specifications and requirements while remaining within budget. DNR personnel will work with County staff to keep community members updated on project progress. The county will confer with the DNR and Maryland Coastal Bays Program to outline monitoring and maintenance needs to inform future adaptive management activities.

The following nutrient and sediment reduction credits are expected to be generated from the project and will be claimed by Worcester County: XXX lbs N, XXX lbs P, and XXX tons sediment/TSS.

| Project Type | Location | 2012 Leg Dist | 8-Digit Watershed | Status | Estimated Reductions | Deliverables |
|---|-------------------|---------------|-------------------|--------------|----------------------|--------------|
| Shoreline Stabilization / Marsh Restoration | Isle of Wight Bay | 38C | 2130103 | Construction | | |

Deliverables

Deliverable 1: Selsey Road Shoreline Construction

Approximately 1,100 linear feet of restored shoreline and incorporation of approximately 4,000 cubic yards of local sourced dredged material into the restored shoreline. Construction must follow permitted drawings, specifications, and requirements completed in Phase I.

Deliverable 2: Maintenance Plan

A simple outline that addresses long-term maintenance of vegetation and other project components as required by permits. This plan should identify triggers for the use of adaptive management funds.

Monitoring, Maintenance & Adaptive Management

A survey will be conducted by Coastline Design and Construction, Inc to 1) confirm that the project was constructed according to design specifications, and 2) provide a baseline understanding of site conditions to inform adaptive management needs. Monitoring and Maintenance activities will inform future adaptive management. At minimum, a standard MDE tidal marsh maintenance plan will be used to keep track of project vegetation and stability and inform adaptive management. DNR will work with University of Maryland Center for Environmental Science (UMCES) and other partners to conduct post-construction monitoring. Post-construction maintenance will be conducted by the property owner as needed and tracked in accordance with permit requirements. County, DNR, and Maryland Coastal Bays Program staff will evaluate the citizen science and/or monitoring potential of the project.

Education, Communication & Outreach Activities

The general public will have access to the project site for education, communication, and outreach purposes if accompanied by Worcester County or DNR personnel with sufficient notification as to date, time, number, and affiliation. DNR personnel will work with Worcester County to engage local stakeholders about this nature-based approach to resiliency and additional protective measures throughout all phases of the project.

Stakeholders may include community residents, students and the Maryland Coastal Bays Program, among others.

Phase II Timeline

| | 2023 | | | | | | | | | | | | 2024 | | | |
|-----------------------------|------|---|---|---|---|---|---|---|---|----|----|----|------|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 |
| Project Kick-off | x | | | | | | | | | | | | | | | |
| Contractor Finalized | x | | | | | | | | | | | | | | | |
| Construction | x | x | x | x | x | | | | | x | x | x | x | x | x | x |
| Planting | | | | x | x | | | | | | | | | | x | x |
| Maintenance Plan | | | x | x | x | | | | | | | | | x | x | x |
| Community Outreach | x | | | x | x | | | | x | | | | | | x | x |

**The italicized timeline is based on if a TOY waiver is issued based on project safety concerns.*

Signage, Publications, Videos and Acknowledgment of Grant Funding

In promotion of projects funded through the Coastal Resiliency Program, grant recipients will acknowledge DNR on all signage, publications, videos, and other promotional materials. A State logo shall be present on materials created to promote projects funded through the Coastal Resiliency Program. The appropriate logo can be obtained through the DNR Program Manager, Maggie Cavey (maggie.cavey1@maryland.gov; 410.260.8904).

Sample language for signage and other promotional materials: "This project was funded completely or in part by the Chesapeake & Coastal Service. For more information, visit <http://dnr.maryland.gov/ccs>."

Reporting/Documentation Requirements:

Chesapeake & Coastal Service (CCS) has a web-based interface, Grants Gateway. The Grantee will submit reports and deliverables using Grants Gateway at

https://webportalapp.com/sp/login/grants_gateway. The CCS contact for this project is Maggie Cavey (maggie.cavey1@maryland.gov; 410.260.8904). Please contact this person with any questions or issues as they arise.

The Grantee must submit quarterly reports that document progress made towards the achievement of the above stated goals and deliverables during each reporting term. A succinct description of activities shall be reported for project status and budgets. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, any budget changes, or changes in staffing. Include sample products as appropriate.

Reports will be due to the above contact and/or an appointed designee following the below schedule:

| <u>Time Frame</u> | <u>Due Date</u> |
|-------------------------------------|-----------------------|
| January 1, 2023 – March 31, 2023 | April 15, 2023 |
| April 1, 2023 – June 30, 2023 | July 15, 2023 |
| July 1, 2023 – September 30, 2023 | October 15, 2023 |
| October 1, 2023 – December 31, 2023 | January 15, 2024 |
| January 1, 2024 – March 31, 2024 | April 15, 2024 |
| April 1, 2024 – June 30, 2024 | June 30, 2024 (FINAL) |

Invoices with appropriate back-up documentation shall be submitted for the same time frames noted above.

A **final report** will be required at the end of the project period to provide a detailed summary of the outcomes/results, lessons learned, impact of the funding and next steps. This report should cover activities conducted over the entire project period and should be suitable for printing and sharing through media outlets (i.e. success story). **Photo documentation is required for all construction projects.**

The funding recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project beyond the end date stipulated in the grant. The final invoice with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than **thirty days** after the end date of the grant.

BUDGET **(January 1, 2023 – June 30, 2024)**

After the Grantee has been paid an amount equal to ninety percent (90%) of the funds

initially allocated and approved for this grant, the Department of Natural Resources may withhold from payment an amount of not more than ten percent (10%) of the total grant amount, until satisfactory completion and submission by Grantee of all tasks described under this agreement.

| Category | State | Leveraged | Total |
|-------------|-----------------------------|-----------|----------------|
| Personnel | \$0.00 | \$0.00 | \$0.00 |
| Fringe | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 |
| Travel | \$0.00 | \$0.00 | \$0.00 |
| Supplies | \$0.00 | \$0.00 | \$0.00 |
| Contractual | \$1,000,000.00 ¹ | \$0.00 | \$1,000,000.00 |
| Other | \$0.00 | \$0.00 | \$0.00 |
| Total | \$1,000,000.00 | \$0.00 | \$1,000,000.00 |

**Costs associated with partial clean sand fill, marsh grass planting, debris removal, bank grading/restoration, construction inspection covered under separate grant agreement.*

¹**Contractual:** The County will hire an engineering firm @\$1,478,000.00 to construct the living shoreline as outlined in this scope of work. The County will also hire a firm to conduct construction inspections @\$30,500.

Worcester County procurement guidelines and procedures will be followed.

Guidelines for Proper Invoicing

Grantees shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. **Time period on each invoice shall coincide with time period on backup documentation.** The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The grant tracking number will be noted on all invoices. Examples of acceptable back-up documentation include but are not limited to the following:

| <u>Category</u> | <u>Backup Documentation Needed</u> |
|--|--|
| Salaries | Copies of signed timesheets with project hours noted with proof of payment. |
| Communication (telephone bills, postage) | Copies of phone bills. Documentation for postage should include copies of receipts. |
| Travel | Copies of validated bills, invoices and receipts that are related to your travel must be provided along with proof of payment. |
| Supplies/Equipment | Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a Fiscal Officer. For corporate card purchases, each cardholder shall provide the standard DNR "Activity Log," bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: <i>transaction date, merchant name, description of item purchased (including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.</i> |
| Contractual Services | Copies of bills or invoices <u>with</u> receipts or FS18 signed by a Fiscal Officer. Also, copies of cleared |

checks or copies of check numbers and/or credit card transactions.

Modifications to the Scope of Work

The budget, scope of work, or schedule can be modified using the following guidelines and conditions:

1. Project managers should submit modification requests to the DNR Agreement Representative at least 60 days prior to the requested approval date of the modification.
2. Project managers may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.
3. Prior approval from the DNR Agreement Representative is required to:
 - a. Modify the project budget by more than ten percent (10%); OR
 - b. Add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
 - c. Provide a no-cost extension; OR
 - d. Change the project's goals, objectives, milestones or deliverables.

Attachment A
SCOPE OF WORK

Project Title: Selsey Road Shoreline Construction

| | | |
|---------|-------------------|----------------|
| Budget: | State: | \$ 508,500.00 |
| | <u>Leveraged:</u> | <u>\$ 0.00</u> |
| | Total: | \$ 508,500.00 |

Funding Period: January 1, 2023 - June 30, 2024

Funding Recipient: Worcester County Commissioners

Project Abstract & Metrics

Worcester County will construct a 1,100 linear foot permitted shoreline stabilization and marsh restoration project along Isle of Wight Bay and the Cape Isle of Wight community (approximately 38° 21' 32.3454" N, -75° 7' 3.27" W). This shoreline project will include Nature-based practices which are designed to minimize recurrent community flooding and long-term sea level rise risks. The project will directly minimize road flooding and community flood damage while incorporating local dredged material from nearby marinas and the town of Ocean City.

Background

Cape Isle of Wight is an unincorporated residential community in West Ocean City that sits between 2 and 6 feet above sea level. Developed prior to Maryland Critical Area protections and with limited stormwater management, this community is vulnerable to both coastal flooding and sea level rise. Historically, about 7.5 acres of privately owned marsh, beach and upland directly north of the community provided flood protection. However, the existing marsh and beach has eroded over the past 20 years while coastal storm severity has increased, leading to more frequent and severe flood events.

To address stormwater management, shoreline stabilization, and habitat enhancement, Worcester County completed nature-based projects at the north and south ends of Norwich Road in 2012. With these projects functioning as intended, the County is interested in expanding nature-based approaches on the peninsula, specifically to address flooding along Selsey Road. Selsey Road, which is owned and maintained by Worcester County, serves 35 residential lots and was identified in Worcester County's 2014 Hazard Mitigation Plan as a road that experiences tidal floods during Nor'easter or hurricane events. By investing in additional natural and nature-based features to the north of Cape Isle of Wight, Worcester County can help protect residential and transportation infrastructure from flooding.

Natural and nature-based solutions are needed to enhance shoreline and community resilience in the face of sea level rise, coastal storms, and other climate impacts. The goal of this project is to stabilize and enhance the marsh and beach north of Cape Isle of Wight to reduce the incidence of flooding and flood damage to residential and road infrastructure while improving habitat and water quality. Local dredged material from nearby marinas and the town of Ocean City will be incorporated into the design where possible. The project will serve as a demonstration for the beneficial use of dredged material and the use of nature-based systems for protection of infrastructure.

Objectives & Responsibilities

The objectives of this project include:

1. Construct a 1,100 linear foot, nature-based shoreline stabilization and wetland restoration project to address sea level rise and flooding within the Cape Isle of Wight community.
2. Demonstrate effective beneficial use of locally sourced dredged material by reusing approximately 4,000 cubic yards of dredged material within the living shoreline.
3. Engage local stakeholders to keep the community updated on project progress and outcomes.
4. Plan for maintenance and adaptive management activities to ensure project goals are met over the long-term.

This project supports Phase II of the Selsey Road Shoreline and Marsh Project, as outlined below. Phases I has been completed and III is expected once Phase II deliverables are complete, pending approval by the Board of Public Works.

Phase I: Design, Permit Acquisition, and Baseline Monitoring
(FY19-22) - **COMPLETE**

Phase II: Construction (FY23-24)

Phase III: Monitoring and Maintenance for Adaptive Management (FY23)

Worcester County will contract with an experienced contractor to construct a nature-based shoreline stabilization and wetland restoration project along Isle of Wight Bay north of the Cape Isle of Wight community. Climate resilient features will be included within the construction to create a more regenerative project that is better able to recover or readjust following natural disturbance from extreme weather and climate-related events. The contractor and Worcester County staff will work in close coordination with the Department of Natural Resources (DNR) to ensure construction follows permitted drawings, specifications and requirements while remaining within budget. DNR personnel will work with County staff to keep community members updated on project progress. The county will confer with the DNR and Maryland Coastal Bays Program to outline monitoring and maintenance needs to inform future adaptive management activities.

The following nutrient and sediment reduction credits are expected to be generated from the project and will be claimed by Worcester County: XXX lbs N, XXX lbs P, and XXX tons sediment/TSS.

| Project Type | Location | 2012 Leg Dist | 8-Digit Watershed | Status | Estimated Reductions | Deliverables |
|---|-------------------|---------------|-------------------|--------------|----------------------|--------------|
| Shoreline Stabilization / Marsh Restoration | Isle of Wight Bay | 38C | 2130103 | Construction | | |

Deliverables

Deliverable 1: Selsey Road Shoreline Construction

Approximately 1,100 linear feet of restored shoreline and incorporation of approximately 4,000 cubic yards of local sourced dredged material into the restored shoreline. Construction must follow permitted drawings, specifications, and requirements completed in Phase I.

Deliverable 2: Maintenance Plan

A simple outline that addresses long-term maintenance of vegetation and other project components as required by permits. This plan should identify triggers for the use of adaptive management funds.

Monitoring, Maintenance & Adaptive Management

A survey will be conducted by Coastline Design and Construction, Inc to 1) confirm that the project was constructed according to design specifications, and 2) provide a baseline understanding of site conditions to inform adaptive management needs. Monitoring and Maintenance activities will inform future adaptive management. At minimum, a standard MDE tidal marsh maintenance plan will be used to keep track of project vegetation and stability and inform adaptive management. DNR will work with University of Maryland Center for Environmental Science (UMCES) and other partners to conduct post-construction monitoring. Post-construction maintenance will be conducted by the property owner as needed and tracked in accordance with permit requirements. County, DNR, and Maryland Coastal Bays Program staff will evaluate the citizen science and/or monitoring potential of the project.

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The general public will have access to the project site for education, communication, and outreach purposes if accompanied by Worcester County or DNR personnel with sufficient notification as to date, time, number, and affiliation. DNR personnel will work with Worcester County to engage local stakeholders about this nature-based approach to resiliency and additional protective measures throughout all phases of the project.

Stakeholders may include community residents, students and the Maryland Coastal Bays Program, among others.

Phase II Timeline

| | 2023 | | | | | | | | | | | | 2024 | | | |
|-----------------------------|------|---|---|---|---|---|---|---|---|----|----|----|------|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 |
| Project Kick-off | x | | | | | | | | | | | | | | | |
| Contractor Finalized | x | | | | | | | | | | | | | | | |
| Construction | x | x | x | x | x | | | | | x | x | x | x | x | x | x |
| Planting | | | | x | x | | | | | | | | | | x | x |
| Maintenance Plan | | | x | x | x | | | | | | | | | x | x | x |
| Community Outreach | x | | | x | x | | | | x | | | | | | x | x |

**The italicized timeline is based on if a TOY waiver is issued based on project safety concerns.*

Signage, Publications, Videos and Acknowledgment of Grant Funding

In promotion of projects funded through the Coastal Resiliency Program, grant recipients will acknowledge DNR on all signage, publications, videos, and other promotional materials. A State logo shall be present on materials created to promote projects funded through the Coastal Resiliency Program. The appropriate logo can be obtained through the DNR Program Manager, Maggie Cavey (maggie.cavey1@maryland.gov; 410.260.8904).

Sample language for signage and other promotional materials: "This project was funded completely or in part by the Chesapeake & Coastal Service. For more information, visit <http://dnr.maryland.gov/ccs>."

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A **final report** will be required at the end of the project period to provide a detailed summary of the outcomes/results, lessons learned, impact of the funding and next steps. This report should cover activities conducted over the entire project period and should be suitable for printing and sharing through media outlets (i.e. success story). **Photo documentation is required for all construction projects.**

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BUDGET
(January 1, 2023 – June 30, 2024)

After the Grantee has been paid an amount equal to ninety percent (90%) of the funds initially allocated and approved for this grant, the Department of Natural Resources may withhold from payment an amount of not more than ten percent (10%) of the total grant amount, until satisfactory completion and submission by Grantee of all tasks described under this agreement.

| Category | State | Leveraged | Total |
|-------------|---------------------------|-----------|--------------|
| Personnel | \$0.00 | \$0.00 | \$0.00 |
| Fringe | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 |
| Travel | \$0.00 | \$0.00 | \$0.00 |
| Supplies | \$0.00 | \$0.00 | \$0.00 |
| Contractual | \$508,500.00 ¹ | \$0.00 | \$508,500.00 |
| Other | \$0.00 | \$0.00 | \$0.00 |
| Total | \$508,500.00 | \$0.00 | \$508,500.00 |

^{*}Costs associated with stone breakwater and sills, partial clean sand fill covered under separate grant agreement.

¹**Contractual:** The County will hire an engineering firm @\$1,478,000.00 to construct the living shoreline as outlined in this scope of work. The County will also hire a firm to conduct construction inspections @\$30,500.

Worcester County procurement guidelines and procedures will be followed.

Guidelines for Proper Invoicing

Grantees shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. **Time period on each invoice shall coincide with time period on backup documentation.** The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The grant tracking number will be noted on all invoices. Examples of acceptable back-up documentation include but are not limited to the following:

| <u>Category</u> | <u>Backup Documentation Needed</u> |
|--|---|
| Salaries | Copies of signed timesheets with project hours noted with proof of payment. |
| Communication (telephone bills, postage) | Copies of phone bills. Documentation for postage should include copies of receipts. |
| Travel | Copies of validated bills, invoices and receipts that are related to your travel must be provided along with proof of payment. |
| Supplies/Equipment | <p>Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a Fiscal Officer.</p> <p>For corporate card purchases, each cardholder shall provide the standard DNR "Activity Log," bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: <i>transaction date, merchant name, description of item purchased (including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.</i></p> |

Contractual Services

Copies of bills or invoices with receipts or FS18 signed by a Fiscal Officer. Also, copies of cleared checks or copies of check numbers and/or credit card transactions.

Modifications to the Scope of Work

The budget, scope of work, or schedule can be modified using the following guidelines and conditions:

1. Project managers should submit modification requests to the DNR Agreement Representative at least 60 days prior to the requested approval date of the modification.
2. Project managers may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.
3. Prior approval from the DNR Agreement Representative is required to:
 - a. Modify the project budget by more than ten percent (10%); OR
 - b. Add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
 - c. Provide a no-cost extension; OR
 - d. Change the project's goals, objectives, milestones or deliverables.

State of Maryland
Department of Natural Resources

Coastal resiliency program Capital Projects Grant Agreement

PO#: _____

This Agreement ("**Agreement**") is entered into this ____ day of _____, 20____, by and between the State of Maryland, Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 ("**State**"), acting through the Board of Public Works (**BPW**), and County Commissioners of Worcester County, Worcester County Government Center, 1 West Market Street, Suite 1105, Snow Hill, MD 21863 ("**Grantee**"), whose federal taxpayer identification number is 52-6001064.

Recitals

- A. Grantee has requested grant assistance from the State to address escalating risks from extreme weather and climate-related events, and the State has determined that grant assistance shall be provided for natural and nature-based projects to better protect Maryland communities and public resources.
- B. The General Assembly has authorized this Grant titled Selsey Road Shoreline Construction provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. **Purpose.** Grantee may use grant funds for the following purpose only ("**Project**"):
Construct a 1,100 linear foot permitted shoreline stabilization and marsh restoration project along Isle of Wight Bay and the Cape Isle of Wight community (approximately 38° 21' 32.3454" N, -75° 7' 3.27" W). This shoreline project will include Nature-based practices which are designed to minimize recurrent community flooding and long-term sea level rise risks. The project will directly minimize road flooding and community flood damage while incorporating local dredged material from nearby upland placement sites.

Project activities supported by this grant are described in the Scope of Work (Attachment A). The Scope of Work is hereby incorporated by reference into and made an integral part of this Agreement.

Grantee agrees to the provisions contained in the "Capital Improvement Qualifications and Terminology" (Attachment B) and incorporated herein by reference.

(See Maryland Consolidated Capital Bond Loan, Coastal Resiliency Program, which is incorporated herein by reference.)

2. **Grant.** After the BPW approves this Agreement, the State shall periodically provide grant funds ("**Grant**") to, or on behalf of, Grantee not

to exceed the amount of Five Hundred and Eight Thousand Five hundred and zero cents (\$ 508,500.00).

3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) no part of the Project is under contract by January 1, 2030 or (b) the Project is abandoned.
4. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.
5. Limitations on Use. The BPW or State may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
6. Term. The Grant shall become effective on January 1, 2023 and shall expire on June 30, 2024 as specified by the Scope of Work (Attachment A). This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. The State reserves the right to revert any unexpended or unencumbered funds not used during the project term.
7. Key Personnel. The parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement, and that they are designated as Key Personnel. They shall be made available to the fullest extent required to carry out the work under this Agreement:

Katherine Munson
Planner V, Natural Resources Division
Worcester County Department of Environmental Programs
 Email: kmunson@co.worcester.md.us
 Phone: 410-632-1220 ext 1302

The parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

Maggie Cavey
Department Representative

Email: maggie.cavey1@maryland.gov Phone: 410-260-8904
Contact Information

XXXXXX, President, County Commissioners of Worcester County
Grantee Representative

Email: [EMAIL] Phone: [Phone Number]
Contact Information

8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose. The Grantee shall submit invoices and a copy of paid canceled check(s), or certification that payment has been made, to the State on a generally quarterly basis for reimbursement of Project activities, in accordance with procedures outlined in the Scope of Work (Attachment A).
9. Reports and Deliverables:
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantee shall submit generally quarterly status/progress to the State at the same time as billing submissions required under Paragraph 8. Grantee shall submit additional information as the State may periodically require, including project status reports and certified audit reports. Reports shall be submitted in electronic format in accordance with procedures outlined in the Scope of Work (Attachment A). Payment of the costs identified in the billing submissions is contingent on the State's satisfaction with the Grantee's progress in the work. At the end of the Agreement term, the Grantee shall submit the final deliverable(s) with a final report in electronic format in accordance with procedures outlined in the Scope of Work (Attachment A).

10. ***Project Management.*** The Project will be managed by or under the supervision of the Grantee, with close coordination between the Grantee and the Technical Project Manager specified in the Scope of Work (Attachment A). Design plans and specifications, if applicable, must be completed by a Maryland Registered Professional Engineer unless approved in advance by the Technical Project Manager. All deliverables must be submitted electronically for review and approval by the Technical Project Manager and the Program Manager specified in the Scope of Work (Attachment A).

11. ***Communications.*** Communications must be addressed as follows:

To the State:

Maryland Department of Natural Resources
Chesapeake & Coastal Service

Maggie Cavey

580 Taylor Avenue, E-2
Annapolis, MD 21401

To the Grantee:

County Commissioners of Worcester County

1 West Market Street, Suite 1105, Snow Hill, MD 21863

12. ***Default.*** A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.

13. ***Remedies Upon Default.***

- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
- (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.

14. **Disposition of Property.** Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
15. **Inspection and Retention of Records.** Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
16. **Insurance.**
 - (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.
 - (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.
 - (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
17. **Indemnification.** Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:
 - (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees,

subtenants, licensees, or invitees in connection with the Project.

- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

18. Registration. Grantee is a (charitable ☐) (religious ☐) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if Yes ☐

Check if Not Applicable ☒ and explain:

Grantee is a County Government.

19. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.

20. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:

- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
- (b) Prohibit its employees from working under the influence of alcohol or drugs.
- (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
- (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.

- (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
21. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
22. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.
 - (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
23. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.

24. **Financial Disclosure.** Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
25. **Political Contributions.** Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
26. **No Contingent Fees.** Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
27. **No Lobbying Fees.** In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.
28. **Non-hiring of State Employees.** No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
29. **Amendment.** The Agreement may be amended only in a writing signed by the parties.
30. **Assignment.** Grantee may not assign this Agreement without the prior written approval of the BPW or State. If the BPW or State approves an assignment, this Agreement shall bind Grantee's successors and assigns.
31. **Entire Agreement.** This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
32. **Maryland Law.** Maryland laws govern the interpretation and enforcement

of this Agreement.

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

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: _____

Name: _____

Title: _____

WITNESS:

STATE OF MARYLAND DEPARTMENT
OF NATURAL RESOURCES:

By: _____

Christine Conn, Acting Director
Chesapeake and Coastal Service

THIS COASTAL RESILIENCY PROGRAM CAPITAL PROJECTS GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.

Approved as to form and legal sufficiency this this ____ day of ____ 20__.

By: _____

Talley Kovacs
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

BPW Approval: ____/____/20__

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young, P.E., Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Chris Clasing, P.E. Deputy Director of Public Works *cm cy*
DATE: December 12, 2022
SUBJECT: West Ocean City & Mystic Harbour Service Areas
Ocean Heights, Section E, Lots 20-30 Turnover Documents

.....

Public Works is recommending approval of the Ocean Heights, Section E, Lots 20-30 project and accepting the utilities into the County's West Ocean City Sewer Service Area and Mystic Harbour Water Service Area systems for operation.

Enclosed are the turnover documents including: Deed; Bill of Sale and Assignment form executed by the owner for turnover of the facilities; Release of Lien from the prime contractor; Release of Lien from the design engineer. These documents have been reviewed by the County Attorney and found to be acceptable. Also included is a maintenance bond in the amount of \$57,047.50 to warrant the water and wastewater utilities for the next 2-years. Record Drawings are on file in the Water and Wastewater Office.

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

cc: Roscoe Leslie, County Attorney
Dallas Baker Jr., P.E., Director
Tony Fascelli, Water/Wastewater Superintendent

Enclosures

DEED, BILL OF SALE
AND
ASSIGNMENT

This Deed, Bill of Sale and Assignment made this 5th day of December, 20~~20~~²²
by and between Kathleen Marie Clark f/k/a Kathleen M. Schardt, "Developer" and
County Commissioners of Worcester County, Maryland, "Commissioners".

WHEREAS, Developer, pursuant to all required permits, has constructed a certain Sanitary Facility, "Facility" pursuant to Section 5-307 of Public Works Article, the Code of Public Local Laws of Worcester County, Maryland on property generally described as Lot 20 through Lot 30, Section E, Ocean Heights also known as Parcel 301, 302, 307, Tax Map 27 and;

WHEREAS, Facility is now complete, free and clear of all mechanics and materialman's liens and encumbrances and ready to be transferred to Commissioners in accordance with prior Agreements and Section 5-307 as aforesaid, and;

WHEREAS, Facility is fully operational in accordance with all required permits and;

WHEREAS, all real or personal property lien holders have joined in herein or executed separate documents for the purpose of releasing any and all right, title and interest they may have in and to any of the property herein described.

NOW THEREFORE THIS DEED, BILL OF SALE, AND ASSIGNMENT WITNESSETH:

That for good and valuable consideration, receipt and sufficiency which is hereby acknowledged, the parties do hereby agree as follows:

1. All of the following described components, rights, permits, licenses, personal property, real property, easements and being all of the right title and interest of Developer associated with, in, and to Facility are hereby granted, conveyed and transferred unto Commissioners.
8" Gravity sewer and 8" C900 PVC water main to 2" cap and blow off in Golf Course Road. As shown on the Ocean City Heights as-builts exhibit A.
2. Commissioners agree that the final inspection has been conducted of Facility and it is approved and accepted.
3. Commissioners hereby accept operational control and ownership of the Facility as herein set forth.
4. Developer warrants and agrees that construction of the Facility is in accordance with all permits and approvals.
5. Developer warrants for a period of two (2) years that the Facility is constructed in a workmanlike manner, in accordance with industry standards, is free and clear of all faulty materials, is properly designed for its intended use, is free of imperfections, and will operate

in accordance with its design and further that it is free and clear of all liens and encumbrances and that written releases of all workers and suppliers have been delivered.

6. Lienholder hereby releases its lien upon any property hereby transferred.
7. Developer shall execute such other and further assurances hereof as Commissioners may require.

IN WITNESS WHEREOF, the hands and seals of the parties hereto, as of the date and year first above written.

DEVELOPER

John Shutter

By: Kathleen M. Clark (SEAL)

ON BEHALF OF
COUNTY COMMISSIONERS OF
WORCESTER COUNTY

By: _____ (SEAL)
Weston Young, P.E., Chief Administrative Officer

LIENHOLDER

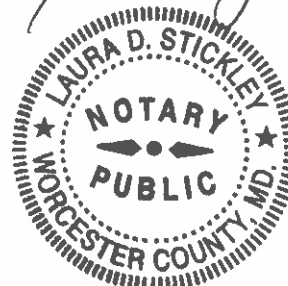
By: N/A (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of December, 2022, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kathleen Marie Clark, known to me (or satisfactorily proven) to be the Individual, named in the foregoing instrument, and executed the same in the capacity stated and for the purposes herein contained.

Laura D. Stickley
Notary Public

Commission Expires: January 15, 2023



STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the Chief Administrative Officer of Worcester County, and executed the same as such Chief Administrative Officer for the purposes herein contained.

Notary Public

Commission Expires: _____

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2022, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be _____, Lienholder, and executed the same in the capacity stated and for the purposes herein contained.

Notary Public

Commission Expires: _____

AFFIDAVIT OF ONE AND THE SAME

I, Kathleen M. Clark, under penalty of perjury, let it be known that Kathleen Marie Clark and Kathleen M. Schardt, are in fact the same person.

Kathleen M. Clark

Signature

11/21/22

Date

State of Maryland

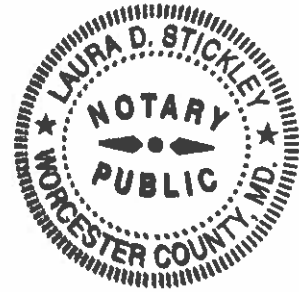
County of Worcester

On the 21st day of November 2022, the above-named person, either personally known to me or identified through satisfactory evidence, appeared to me and indicated that she signed the foregoing document voluntarily for the purposes herein.

Laura D. Stickley
Notary Public

My Commission Expires:

January 15, 2023



BOND
(With Letter of Credit)

KNOW ALL MEN BY THESE PRESENTS that Kathleen Marie Clark f/k/a Kathleen M. Schardt, 12319-201 Ocean Gateway, Ocean City, MD 21842 as Principal(s) and Bank of Ocean City, 10005 Golf Course Road, Ocean City, MD 21842 as issuer of the Letter of Credit, are held firmly bound unto the County Commissioners of Worcester County, Maryland for the sum of \$Fifty-Seven Thousand Forty-Seven and 50/100 Dollars (\$57,047.50) for payment of which we bind ourselves, our heirs, personal representatives and successors by these presents for the payment thereof.

The condition of this obligation is such that if the above bound Principal(s) and Surety, shall in all things well and truly perform and observe all of the covenants, agreements and conditions including any extensions thereof on their part to be performed and observed as set forth in the attached Deed, Bill of Sale and Assignment between Kathleen Marie Clark f/k/a Kathleen M. Schardt and the County Commissioners of Worcester County dated December 5, 2022 herewith for the installation of new water and wastewater lines located in the development known as Harbor Court – Ocean City Heights, 9747 Golf Course Road, Ocean City, MD 21842, to the satisfaction of the County Commissioners of Worcester County, Maryland to remain in force and effect for a period of two years as set forth in the Deed, Bill of Sale and Assignment attached herewith. Failure to timely complete work specified in the said agreement shall result in the forfeiture of the bond and security upon resolution of the County Commissioners.

AS WITNESS the hands and seals and/or corporate names of the parties hereto, all of this 5th day of December, 2022.

WITNESS:

John Shutte

Kathleen Marie Clark
Principal

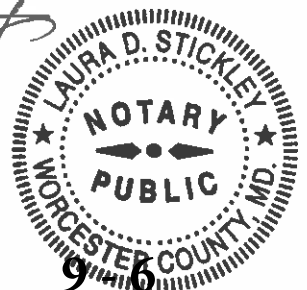
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Principal)

I HEREBY CERTIFY that on this 5th day of December, 2022, before me, a NOTARY PUBLIC in and for the State and County aforesaid, Principal known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purpose therein contained.

AS WITNESS my hand and official seal.

Laura D. Stickley
NOTARY PUBLIC

My Commission Expires: January 15, 2023



IRREVOCABLE LETTER OF CREDIT

Borrower: KATHLEEN M CLARK
12319 OCEAN GTWY STE 304
OCEAN CITY, MD 21842

Lender: Bank of Ocean City
627 William Street
Berlin, MD 21811
(410) 213-0190

Beneficiary: COUNTY COMMISSIONERS OF WORCESTER COUNTY
ONE W. MARKET STREET ROOM 1103
SNOW HILL, MD 21863

NO.: KMC-12-2022

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 12-06-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Fifty-seven Thousand Forty-seven & 50/100 Dollars (\$57,047.50) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Bank of Ocean City IRREVOCABLE LETTER OF CREDIT NO. KMC-12-2022 DATED 12-06-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Maryland without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Maryland.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 22580140

Page 2

Dated: December 6, 2022

LENDER:

BANK OF OCEAN CITY

By:  (Seal)
Ron B. Tingle, President

ENDORSEMENT OF DRAFTS DRAWN:

| Date | Negotiated By | Amount In Words | Amount In Figures |
|------|---------------|--------------------|----------------------|
|------|---------------|--------------------|----------------------|

RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by KATHLEEN M. SCHARDT, and described as follows: Resident, property and improvements located at 12739 - 12806 MEMORY LANE OCEAN CITY, MD 21842, ALSO KNOWN AS LOT 20-30 SECTION 5 OCEAN CITY HTS.

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, nor my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 7TH day of OCTOBER, 2022.

WITNESS:

[Signature]



10-7-2022 (SEAL)

(SEAL)

(SEAL)

RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Kathleen M. Schardt, and described as follows: Resident, property and improvements located at Lot 20 through 30 Section E, Ocean City Heights, AKA Tax Map 27, Parcel(s) 301, 302, and 307

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 7 day of October, ~~2005~~ ²⁰²².

WITNESS:



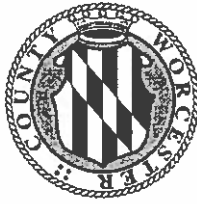
Goody Hill Groundwork, Inc.

BY:  (SEAL)
Scott A. Savage, President

(SEAL)

(SEAL)

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Chs Cy*
DATE: December 13, 2022
SUBJECT: Water & Wastewater Division – Small Project Agreement
River Run Single Family Phases III & IV

Enclosed for Commissioner review and approval is a Small Project Agreement for the River Run Single Family Phases III and IV project. This project will extend public water and sewer service via the River Run Service Area to a total of 31 new homes in the community.

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

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

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

Attachments

CC: Dallas Baker, Jr., P.E., Director
Tony Fascelli, Water & Wastewater Superintendent

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

THIS AGREEMENT made this ____ day of _____ 20____, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the River Run Sanitary Service Area, hereinafter called "Service Area" and River Run Development Associates, LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT River Run hereinafter called "Facilities."

B. LOCATION PROPERTY

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

Deed Reference _____ Tax Map 15 Parcel 126/271 Lots FD-2 and FD-6

C. SERVICE TO BE PROVIDED

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

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
- ~~2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.~~ Previously Approved
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by 1/1/2023 complete construction by 4/1/2024 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.

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

E. SPECIAL REQUIREMENTS _____

F. CONSTRUCTION AGREEMENTS

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

G. CHARGES, COSTS, FEES AND EXPENSES

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

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

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

I. MISCELLANEOUS PROVISIONS

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

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

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

Weston S. Young

(SEAL)

Anthony W. Bertino, Jr., President

Chief Administrative Officer

Witness:

DEVELOPER

Chuck Stanton

River Run Development Associates, LLC

Christine Stanton
(Print Name)

LEWIS S. MELTZER member

Print Name and Capacity

(SEAL)

Signature



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: December 20, 2022
RE: Request to Purchase – Roll Off Truck

Public Works is requesting to purchase a roll off truck from Mid-Atlantic Waste Systems under a cooperative contract through Sourcewell. Funding has been approved in the FY23 budget under account 680.7002.9010.010 Capital Equipment New Vehicles in the amount of \$300,000. Please see the attached quote in the amount of \$299,990.55.

The County's newest roll off truck is a 2014 with 152,000 miles on it. This new truck will be replacing two older trucks, a 1998 with around 600,000 miles, and a 2001 with around 700,000 miles. This will be the first automatic transmission truck within the Solid Waste division. Staff has reached out to the local truck dealers and have been unable to get pricing because of the two-year lead time.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916

Visit us on the web! www.mawaste.com



ITEM 11 PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

David Candy

Worcester County Central Landfill Facility
7091 Central Site Ln
Newark, MD 21841-2239
USA

SHIP TO

David Candy

Worcester County Central Landfill Facility
7091 Central Site Ln
Newark, MD 21841-2239
USA

Quote #: RSSQ38477-B

Account:

Terms:

Date: 12/12/22

(410) 632-3177

(410) 632-3177

Sales Rep Colin Kraus

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

| QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|--|--|--------------|--------------|
| <i>PRICING IS IN ACCORDANCE WITH WASTEQUIP SOURCEWELL CONTRACT #040621-WQI</i> | | | |
| <i>Worcester County Public Works Member ID# 82887</i> | | | |
| 1.00 | AH-BH-60 60,000 lb Bail Hook Hoist 4"x8"x1/2" sub-frame with 6-1/4" bore x 3" rod x 66-1/2" stroke Lift Cylinder, 47 Gallon Oil Tank, and 35 GPM hydraulic pump Front Container Locks Filters Dual Elements Ops & Maintenance Manual Back Up Alarm 2 Year Hydraulic Warranty Container Retainer Spring Hydraulic System Mud Flaps Auto Folding ICC Bumper Three (3) Spool Control Valve Ships out in Black Primer Hoist Maintenance Props Direct Mount Pump Stationary Rear Hold Down T1 Wear Strips on Tilt Frame 9" x 1/2" C-Channel Tilt Frame Plug n' Play Sealed Wiring Harness 3" X 1.5" X 1/4" Sub Frame (2) 6" Single Stage Lift Cylinders - Rev. Mount Lift Cylinder Drop Shaft (If Needed) Inside Air Controls Mounted in Power Tower (1) 7" Single Stage Bail Hook Cylinder Back Up & Hoist Up Alarm w/ Signal Light in Dash (1) 5" Rear Stabilizer Cylinder w/ 10 3/4" Ground Roller DOT approved LED Lighting - Stop, Turn, Reverse & Side Marker Lights | \$130,829.00 | \$130,829.00 |
| 1.00 | 900INT - Pioneer RP4500SARG tarper with hydraulic gantry, Integrated Galbreath spool valves | | |
| 1.00 | INTINST - Factory installation of tarper with TPOF 1/2" steel tarper platform, steel valve cover, and Integrated installation | | |
| 1.00 | LOAD SENSE Snow Plow Pump set-up -- Parker Chelsea 897 constant mesh PTO, Parker VP1 load sense pump, and Load Sense 8 Spool (5 Air / 3 Manual) hydraulic valve | | |
| 1.00 | PTOINST - Factory installation of Snow Plow Pump and PTO | | |

ITEM 11

| QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|-----------------------------------|---|--------------|--------------|
| 1.00 | AH1 - Steel Tandem Axle Flat Top 3/16" (7 gauge) Tread Plate Fenders | | |
| 1.00 | 2INFND - Factory installation of tandem axle fenders | | |
| 1.00 | G022 - 18"x18"x36" Steel Tool Box with Gasketed Door opens from front | | |
| 1.00 | TINST - Factory installation of Tool Box | | |
| 1.00 | HO8050 - Factory-installation of bail hook. Mounting includes three inside controls, fenders, dual-viscosity hydraulic oil, huck bolts, and two-stage epoxy paint | | |
| 1.00 | Galbreath Bail Hook Steel Surcharge | | |
| 1.00 | Less Sourcewell Discount | (\$6,541.45) | (\$6,541.45) |
| 1.00 | Less Extra Dealer Discount | (\$8,891.00) | (\$8,891.00) |
| 1.00 | 2024 Western Star 47X Chassis; Cummins X12 475HP @ 1700lb/Ft Torque Allison 4500 Transmission Auto Transmission 20,000lb Front Axle Capacity 46,000lb Rear Axle Capacity 80 Gallon Fuel Tank White in Color | \$164,891.00 | \$164,891.00 |
| DEALER INSTALLED EQUIPMENT | | | |
| 1.00 | MAWS LED Work Lights Mounted on Tarp Gantry - Dual | \$12,903.00 | \$12,903.00 |
| 1.00 | Hendrickson 13,500lbs Non-Steer Lift Axle Pricing Includes Install, Paint and Lift Axle Tank Relocation. Does not include tires and rims. Tires and rims must supplied to mount shop before mount. | | |
| 1.00 | 11R22.5 Steel Wheels & Tires Qty 2 | | |
| 1.00 | Lift Axle Certification - Easton | | |
| 1.00 | Estimated Model Year & Surcharge Increase at Time of Delivery | \$6,800.00 | \$6,800.00 |

Price does not include any local, state, or federal excise tax.

All built per manufacturer's standard specifications.

Price is based on the delivery of a clean and clear, ready to mount chassis, meeting Galbreath's minimum chassis requirements, delivered to a Mid-Atlantic Waste Systems truck mount facility. Any alterations of battery box, air tanks, etc., will be an additional charge to the customer. Customer will pick up unit upon completion.

*NOTE** Due to the volatility of the fuel and steel markets, prices are subject to change without notice.*

Painted black.

Prices for budgetary figures only.

*Approximate Delivery: Chassis Due in Febuary 2023, 3-4 Weeks ARO
Chassis **ESTIMATE***

Terms: Net 15 days with Approved Credit

ITEM 11

| QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|-----|-------------|------------|-----------|
|-----|-------------|------------|-----------|

Quote expires 30 days from proposal date. Due to fluctuating materials and fuel charges, final price can change without notice. We appreciate the opportunity to work with you on this!

| | |
|--------------------|--------------|
| Subtotal | \$299,990.55 |
| Federal Excise Tax | \$0.00 |
| Sales Tax | \$0.00 |
| TOTAL* | \$299,990.55 |

*Total does not include optional items

***F.E.T will be charged on all applicable items
unless current F.E.T Exemption form is on file.***

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.



TERMS AND CONDITIONS

1. General

~~No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative.~~ Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. ~~Any cancellation or modification of order will result in a 20% restocking charge to Buyer.~~

2. Price and Payment

****Payments Accepted:** Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. ~~The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder.~~ The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

~~6. Development Changes~~

~~Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.~~

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. ~~Any cancellation or modification of order will result in a 20% restocking charge to Buyer.~~

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X ☐ EXEMPT ☐ NOT EXEMPT

Customer Approval to Process Order

Sales Tax Status - PLEASE INITIAL Date
MUST SELECT TO PROCESS ORDER

Thank you for the opportunity to earn your business!

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
 Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: December 12, 2002
SUBJECT: Request for FY23 Reallocation of Monies
 Department of Public Works – Roads Division

Public Works is requesting Commissioner approval to reallocate \$146,010.00 that was approved in FY23 Roads Division budget for the purchase of a six-wheel dump truck to purchase a cab tractor with mower attachment. The 2022 John Deere 6110M Cab Tractor (\$90,375.00) with a 2022 Rhino DB150 rotary cutter (\$19,962.48) totals \$110,337.48. \$146,010.00 was approved in the FY23 operating account 100.1202.9010.010.

Originally, the Roads Division requested to purchase a six-wheel dump truck. After going to bid with only one (1) vendor responding and over budget at \$199,069.00, Nicholas Rice, Procurement Officer, researched on Sourcewell for a similar dump truck with no response.

The attached quote for the cab tractor (\$90,375.00) reflects the Maryland State Contract 001B0600298 which is accompanied by a \$30,125.00 pricing discount which is designed to give government agencies the opportunity to purchase equipment at a substantial savings in an efficient time frame. Per the financial management rules, attached are two quotes for the DB-150 rotary cutter as we were unsuccessful in obtaining a third quote. It is requested to purchase the DB-150 rotary cutter from Selbyville Tractor at the lower price of \$19,962.48 which includes a discount of \$10,141.66.

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

Cc: Chris Clasing
 Kevin Lynch



JOHN DEERE

ITEM 12

Atlantic Tractor
We Live It.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net

Quote Summary

Prepared For:

WORCESTER CNTY ROAD DEPT SHOP
5764 WORCESTER HWY
SNOW HILL, MD 21863
Business: 410-632-2244
klynch@co.worcester.md.us

Delivering Dealer:

Atlantic Tractor LLC
Gary Yorton
31415 John Deere Drive
Salisbury, MD 21804
Phone: 410-860-0676
gyorton@atjd.net

Quote ID: 27768108
Created On: 10 November 2022
Last Modified On: 10 November 2022
Expiration Date: 14 December 2022

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------|----------------|-----|---------------------|
| JOHN DEERE 6110M Cab Tractor | \$ 120,500.00 | \$ 90,375.00 X | 1 = | \$ 90,375.00 |
| Contract: MD State of Maryland 001B0600298 (PG YL CG 22) | | | | |
| Price Effective Date: November 9, 2022 | | | | |
| Equipment Total | | | | \$ 90,375.00 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|-----------------|---------------------|
| Equipment Total | \$ 90,375.00 |
| Trade In | |
| SubTotal | \$ 90,375.00 |
| Est. Service | \$ 0.00 |
| Agreement Tax | |
| Total | \$ 90,375.00 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 90,375.00 |

Salesperson : X _____

Accepted By : X _____

Confidential

12 - 2

**JOHN DEERE****ITEM 12**

Selling Equipment

Atlantic Tractor
We Live It.

Quote Id: 27768108

Customer Name: WORCESTER CNTY ROAD DEPT SHOP

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net**JOHN DEERE 6110M Cab Tractor****Hours:****Suggested List *****Stock Number:****\$ 120,500.00****Contract:** MD State of Maryland 001B0600298 (PG YL CG
22)**Selling Price *****\$ 90,375.00****Price Effective Date:** November 9, 2022

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------|-----------|-----------------|----------------|-------------------------|
| 4227L | 6110M Cab Tractor | 1 | \$ 134,855.00 | 25.00 | \$ 33,713.75 | \$ 101,141.25 | \$ 101,141.25 |
| Standard Options - Per Unit | | | | | | | |
| 183A | JDLink™ Capable | 1 | \$ -600.00 | 25.00 | \$ -150.00 | \$ -450.00 | \$ -450.00 |
| 185A | Less Subscription | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0202 | United States | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0409 | English | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0501 | No package | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1437 | PowrQuad™ PLUS 16F/16R - 30 km/h | 1 | \$ -2,629.00 | 25.00 | \$ -657.25 | \$ -1,971.75 | \$ -1,971.75 |
| 1755 | No ISOBUS Ready / GreenStar™ Ready | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1950 | Less Application | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2084 | 6M Cab - Economy Cab with RH Console | 1 | \$ 2,734.00 | 25.00 | \$ 683.50 | \$ 2,050.50 | \$ 2,050.50 |
| 2142 | Standard Seat | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2511 | Mirrors - Manual Telescopic | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2665 | Standard Radio | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3232 | Hydraulic Pump - 80 l/min | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3319 | 2 Mechanical SCVs (2 SCVs 200 Series) | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3810 | Rear PTO - 540 rpm | 1 | \$ -1,090.00 | 25.00 | \$ -272.50 | \$ -817.50 | \$ -817.50 |
| 4120 | Draft Links with Telescopic Ball End - Category 2 | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4210 | Center Link with Ball End - Category 2 | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4421 | Stabilizer Bars - Adjustable Both Sides | 1 | \$ 831.00 | 25.00 | \$ 207.75 | \$ 623.25 | \$ 623.25 |

**JOHN DEERE****ITEM 12**

Selling Equipment

Atlantic Tractor
We Live It.

Quote Id: 27768108

Customer Name: WORCESTER CNTY ROAD DEPT SHOP

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net

| | | | | | | | |
|--|--|---|--------------|-------|--------------|--------------|--------------|
| 5010 | Flange-Type Rear Axle | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5093 | 2-Position Steel Wheels | 1 | \$ -702.00 | 25.00 | \$ -175.50 | \$ -526.50 | \$ -526.50 |
| 5212 | Rear Wheels 460/85R34 | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5999 | Rear and Front Tire Brand - No preference | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6022 | 2WD front axle | 1 | \$ | 25.00 | \$ -2,998.00 | \$ -8,994.00 | \$ -8,994.00 |
| | | | -11,992.00 | | | | |
| 6091 | 2-Position Steel Wheels | 1 | \$ -702.00 | 25.00 | \$ -175.50 | \$ -526.50 | \$ -526.50 |
| 6123 | Front Wheels 11.00-16 | 1 | \$ -3,066.00 | 25.00 | \$ -766.50 | \$ -2,299.50 | \$ -2,299.50 |
| 7706 | Shipment Preparation - by Ship Overseas, with Conservation | 1 | \$ 77.00 | 25.00 | \$ 19.25 | \$ 57.75 | \$ 57.75 |
| 8030 | Special Painting - Industrial Yellow | 1 | \$ 2,114.00 | 25.00 | \$ 528.50 | \$ 1,585.50 | \$ 1,585.50 |
| 8725 | Beacon Light | 1 | \$ 293.00 | 25.00 | \$ 73.25 | \$ 219.75 | \$ 219.75 |
| 8951 | Front Base Weight - 110 kg | 1 | \$ 377.00 | 25.00 | \$ 94.25 | \$ 282.75 | \$ 282.75 |
| | Standard Options Total | | \$ | | \$ -3,588.75 | \$ | \$ |
| | | | -14,355.00 | | | -10,766.25 | -10,766.25 |
| Technology Options/Non-Contract/Open Market | | | | | | | |
| 1801 | No AutoTrac™ Package | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1880 | Less Receiver | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1900 | Less Display | 1 | \$ 0.00 | 25.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Technology Options Total | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Value Added Services Total | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ | | \$ 30,125.00 | \$ 90,375.00 | \$ 90,375.00 |
| | | | 120,500.00 | | | | |

**SELBYVILLE TRACTOR & EQUIPMENT, INC.**

34411 DUPONT BLVD. • P.O. BOX 128
SELBYVILLE, DE. 19975
PHONE: (302) 436-5121 • (800) 292-6542

Kevin Lynch
Worcester County Public Works
6113 Timmons Road
Snow Hill, MD 21863
410-632-2244

Here is the quote for the Rhino DB-150:

| | | |
|---|---------------------|-----------------|
| | \$ 27,104.14 | Cost |
| - | <u>\$ 10,141.66</u> | <u>Discount</u> |
| | \$ 16,962.48 | |
| + | <u>\$ 3,000.00</u> | <u>Freight</u> |
| | \$ 19,962.48 | Total |


 Lititz,
Pennsylvania
800.414.4705

 Leola,
Pennsylvania
717.656.2321

 Richland,
Pennsylvania
888.414.7518

 Waynesboro,
Pennsylvania
717.762.3193

 Cecilton,
Maryland
888.269.0372

 Seaford,
Delaware
866.670.4705

 Harrisonburg,
Virginia
800.735.3584


PROPOSAL

 PROPOSAL SUBMITTED TO: **Worcester County DPW- Roads**

 STREET: **6113 Timmons Rd.**

 CITY, STATE, ZIP: **Snow Hill MD. 21863**

 DATE: **11/11/2022**

 PHONE: **443-614-3617**

 EMAIL: **ttimmons@co.worcester.md.us**

MAKE | MODEL | SERIAL NUMBER SPECIFICATIONS:

DB150 Ditch bank rotary cutter

We hereby submit specifications and estimates for:

DB156501 - DB 150 Ditch bank mower w/ chain guards - List Price- 23,919.00
Agriteer discounted price. 20,700.00

Delivery would incur additional fee.

contact person - Travis Timmons

WE PROPOSE HEREBY TO PROVIDE MERCHANDISE - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: DOLLARS \$ **20,700.00**

 PAYMENT TO BE MADE AS FOLLOWS: **cash or finance**

 AUTHORIZED SIGNATURE: **Troy Stauffer**

 NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY AGRITEER IF NOT ACCEPTED WITHIN **30** DAYS.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to provide merchandise as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

SIGNATURE: _____

agriteer.ag



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: December 20, 2022
 RE: Request to Purchase – FY23 County Vehicles

Public Works is asking for approval to order and purchase the approved FY23 vehicles below for various departments from Hertrich Fleet. The ordering window is currently open and could close at any time. Each vehicle's pricing came in over the approved budget amount. In order to remain within budget, one of the two requested vehicles for Emergency Services has been removed.

Hertrich Fleet was the only vendor who submitted a bid. There have been many ongoing problems with ordering fleet vehicles including availability, manufacturing delays and manufacturing pricing which has deterred vendors from providing bids. At this time, we do not see this changing in the near future.

Attached for your review are copies of the bids received with revised pricing and Specification Sheets. Listed below is a summary of the bids submitted along with their pricing per unit.

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

#1 Vehicle Type: (1) – Compact SUV (Development Review and Permitting)

Hertrich Fleet Milford, DE 2023 Ford Escape \$30,169.00

#2 Vehicle Type: (1) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck (Emergency Services)

Hertrich Fleet Milford, DE 2023 Ford F250 Super Cab 4x4 \$48,215.00

#3 Vehicle Type: (1) – ¾ Ton 4x4 Full Size Pickup Truck with Snow Plow (DPW / Maintenance)

Hertrich Fleet Milford, DE 2023 Ford F250 4x4 \$57,748.00

#4 Vehicle Type: (1) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow (DPW / Roads)

Hertrich Fleet Milford, DE 2023 Ford F250 Super Cab 4x4 \$63,688.00

ITEM 13

| Requested | Lowest Bidder Meeting Specifications | Budget Approval | Bid Amount |
|---|---|----------------------------|-------------------|
| 1. (1) – Compact SUV (DRP) | Hertrich Fleet Milford, DE | \$24,000.00 | \$30,164.00 |
| 2. (1) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck (Emergency Services) | Hertrich Fleet Milford, DE | \$41,000.00 | \$48,215.00 |
| 3. (1) – ¾ Ton Full Size Pickup Truck W/Plow (DPW / Maintenance) | Hertrich Fleet Milford, DE | \$42,000.00 | \$57,748.00 |
| 4. (1) – ¾ Ton Full Size Double/Extended Cab Pickup Truck W/Plow (DPW / Roads) | Hertrich Fleet Milford, DE | \$56,300.00 | \$63,688.00 |

Total Budgeted: \$204,300.00

Total Purchase Amount: \$199,815.00

**WORCESTER COUNTY COMMISSIONERS
VEHICLE BID FORM**

We submit bids on the following vehicles (specifications attached for each quoted vehicle):

1. One (1) – Compact SUV (Development Review & Permitting)

Year 2023 Make FORD Model ESCAPE

Bid (per unit) \$ 28,358

Total Bid \$ 28,358

Delivery Time APPROXIMATELY 35 to 40 weeks from order Date

2. Two (2) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck's (Emergency Services)

Year 2023 Make FORD Model F250 SUPER CAB

Bid (per unit) \$ 46,716

Total Bid \$ 93,432

Delivery Time APPROXIMATELY 35 to 40 WEEKS FROM ORDER DATE

3. One (1) – ¾ Ton 4x4 Full Size Pickup Truck with snow plow (DPW/Maintenance)

Year 2023 Make FORD Model F250 REG CAB

Bid (per unit) \$ 56,810

Total Bid \$ 56,810

Delivery Time APPROXIMATELY 35 to 40 WEEKS FROM ORDER DATE

4. One (1) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow (DPW/Roads)

Year 2023 Make FORD Model F250 SUPER CAB

Bid (per unit) \$ 62,410

Total Bid \$ 62,410

Delivery Time APPROXIMATELY 35 to 40 WEEKS FROM ORDER DATE

5. Three (3) - ½ Ton 4x2 Full Size Pickup Truck's (DPW/WWW)Year 2023 Make FORD Model F150 REG CABBid (per unit) \$ 40,462Total Bid \$ 121,386Delivery Time APPROXIMATELY 35 to 40 WEEKS FROM ORDER DATEFleet Final Order Date Aug. 12, 2022**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO
BE CONSIDERED.**

Please note any specification differences when submitting your bid.

Date:

7/28/22

Signature:

Typed Name:

Fred Hertrich

Firm:

HERTRICH FLEET SERVICES, INC

Address:

1427 BAY RDMILFORD, DE 19963

Telephone:

302-422-3300

Fax:

302-839-0555

E-Mail Address:

VSCHREIBER@HERTRICH.S.COM

ALTERNATE CONTACT - JOHN WORRALL

JWORRALL@HERTRICHFLEET.COM

302-422-3300

800-698-9825

OR

YALE SCHREIBER

VSCHREIBER@HERTRICH.S.COM

302-422-3300

800-698-9825

ITEM 13
REVISED COPY.
FOR PRICE
CHANGES

WORCESTER COUNTY COMMISSIONERS
VEHICLE BID FORM

We submit bids on the following vehicles (specifications attached for each quoted vehicle)

1. One (1) - Compact SUV (Development Review & Permitting)

Year 2023 Make FORD Model ESCAPE

Bid (per unit) \$ 28,358 SE IN STOCK ✓

Total Bid \$ 28,358 \$30,169

Delivery Time Approximately 35 to 40 weeks from order Date

2. Two (2) - ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck's (Emergency Services)

Year 2023 Make FORD Model F250 SUPER CAB

Bid (per unit) \$ 46,716 48,215

Total Bid \$ 93,432

Delivery Time Approximately 35 to 40 weeks from order Date

3. One (1) - ¾ Ton 4x4 Full Size Pickup Truck with snow plow (DPW/Maintenance)

Year 2023 Make FORD Model F250 REG CAB

Bid (per unit) \$ 56,810 W/plow 57,748

Total Bid \$ 56,810 W/o plow 46,218

Delivery Time Approximately 35 to 40 weeks from order Date

4. One (1) - ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow (DPW/Roads)

Year 2023 Make FORD Model F250 SUPER CAB

Bid (per unit) \$ 62,410 W/plow 63,688

Total Bid \$ 62,410 W/o plow 47,868

Delivery Time Approximately 35 to 40 weeks from order Date

5. Three (3) - ½ Ton 4x2 Full Size Pickup Truck's (DPW/WWW)Year 2023 Make FORD Model F150 REG CABBid (per unit) \$ 38,166Total Bid \$ 114,498Delivery Time APPROXIMATELY 35 TO 40 WEEKS FROM ORDER DATE**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO
BE CONSIDERED.**

Please note any specification differences when submitting your bid.

Date: 7/28/22

Signature: _____

Typed Name: Fred HertrichFirm: HERTRICH FLEET SERVICES, INCAddress: 1427 BAY RDMILFORD, DE 19963Telephone: 302-422-3300Fax: 302-839-0555E-Mail Address: VSCHREIBER@HERTRICH.S.COM

ALTERNATE CONTACT - JOAN WORRALL

JWORRALL@HERTRICHFLEET.COM

302-422-3300

800-698-9825

OR

YALE SCHREIBER

VSCHREIBER@HERTRICH.S.COM

302-422-3300

800-698-9825

CNGP530

VEHICLE ORDER CONFIRMATION

ITEM 13

07/28/22 13:23:19

Dealer: F27650

Page: 1 of 1

==>

2022 ESCAPE

Order No: D123 Priority: L4 Ord FIN: QD712 Order Type: 5B Price Level: 250

Ord Code: 100A Cust/Flt Name: WORCHESTER CT PO Number:

RETAIL

RETAIL

U9F S AWD \$28685

B4A NET INV FLT OPT NC

.106.7" WB

DEST AND DELIV 1495

YZ OXFORD WHITE

TOTAL BASE AND OPTIONS 30290

V CLOTH BUCKETS

TOTAL 30290

H EBONY

THIS IS NOT AN INVOICE

100A EQUIP GRP

996 .1.5L ECO ENGINE NC

448 .8-SPD AUTOTRANS NC

225/65R17 TIRES

FLEET SPCL ADJ NC

51U MINI SP TR/WHL 110

17" STEEL WHEEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

2023 PRICE INC. +1,000
31,290

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD02818

EXCEPTIONS - NO CD PLAYER

The following equipment is standard on every Escape S

MECHANICAL

- Electric Parking Brake (Includes Auto Hold)
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission – 8-speed Automatic

EXTERIOR

- Active Grille Shutters
- Black – Molded-in-Color
 - Door Handles
 - Lower Bodyside Cladding
 - Rocker Panel
- Black Upper Window Molding with Black Beltline Molding
- Configurable Daytime Running Lamps (DRL)
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Front and Rear Bumpers – MIC
- Grille – Black
- LED Taillamps
- Manual Liftgate with Body-Color Handle
- Rear Spoiler – Body Color
- Roof-Mounted Antenna
- Skid Plates – Molded-in-Color Silver, Front and Rear
- Tire Inflator and Sealant Kit
- Note: Spare Wheel/Tire is not included
- Tires
 - 225/65R17 102H All Season A/S BSW 2
- Wheels
 - 17" Steel with Sparkle Silver-Painted Covers
- Wipers
 - Windshield – Variable-Intermittent/Continuous
 - Rear Window – Fixed-Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console with Armrest
- Climate Control
 - Cabin Particulate Air Filter
 - Manual Single Zone
- Cruise Control – Steering Wheel Mounted Controls
- Cupholders – (6)
- Driver's Side Footrest
- Floor Mats – Carpeted Front and Rear
- Grab Handles – Front Passenger, Second Row – two (2), includes Coat Hooks.
- Instrument Panel
 - 4.2" Screen
 - EcoMode
 - Ice Blue® Lighting
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Lighting
 - Front Map Lights
 - Illuminated Entry System with Courtesy Lamp Delay
 - Rear Cargo Area Light
 - Second Row Dome Light
- Powerpoints (12V)
- Rotary Gear Shift Dial

INTERIOR/COMFORT (continued)

- Seats
 - Cloth Bucket
 - Five Passenger
 - 6-Way Manual Driver (Fore/Aft, Up/Down, Recline)
 - 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
 - Second Row 60/40 Split-Fold-Flat and Sliding
- Steering Column – Manual Til/Telescoping
- Steering Wheel – Urethane
- Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2); in front and in center of the Console, Overhead Console with Sunglasses Storage
- Visor Vanity Mirrors (Driver and Front Passenger)
- Windows, Power – Front One-Touch Down Feature (Driver only)

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Front Row Passenger Dual-Stage
 - Driver Knee
 - Front-Seat Mounted Side-Impact
 - Safety Canopy® System – Front and Second Row Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks
 - Autolock/Autounlock
 - Child-Safety Rear
 - Power Lock/Unlock
- Electronic Traction Control
- Headlamps
 - Courtesy Delay
 - Halogen Projector
 - Wiper-Activated
- Head Restraints
 - Two-Way Manually Adjustable Driver and Front-Passenger
 - Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position.)
- Hooks – Cargo Tie
- LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
- Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
- MyKey®
- Personal Safety System™¹
- Rear-Window Defroster and Washer
- Safety Belts
 - Front and Second Row – Belt-Minder® (Safety Belt Reminder)
 - Front Row Height Adjustable
 - Second Row Outboard and Center Seat Shoulder
 - Three-Point Safety Belts on all (5) Seating Positions
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Torque Vectoring Control

¹ Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System.

FORD CO-PILOT360™ TECHNOLOGY

- Ford Co-Pilot360™ includes;
 - Auto High Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert
 - Lane-Keeping System (includes Lane-Keeping Assist, Lane-Keeping Alert and Driver Alert)
 - Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
 - Rear View Camera
- Headlamps – Autolamp (Automatic On/Off)
- Post-Collision Braking

FUNCTIONAL

- Audio
 - AM/FM Stereo
 - Six (6) Speakers
 - Speed-Compensated Volume
 - Steering Wheel Mounted Controls
- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
 - 4G LTE Wi-Fi hotspot connects up to 10 devices¹ (**Not Available. See Option 91W**)
 - Remotely start, lock and unlock vehicle²
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, fuel energy, range, diagnostics, and maintenance alerts. FordPass Connect™ 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).
- Front and Rear Stabilizer Bar
- Intelligent Oil-Life Monitor®
- Provisions for Roof Rack Mounting – Blanking Plugs
- Remote Keyless-Entry System – Flip Key with Integrated Key FOB
- Selectable Drive Mode
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment System
 - 4.2" LCD Screen in Center Stack
 - AppLink®
 - 911 Assist®
 - Smart Charging USB port
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering

¹ Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford.

² FordPass Connect™ (optional on select vehicles), the FordPass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excluded Wi-Fi hotspot.

CNGP530

#2

VEHICLE ORDER CONFIRMATION

ITEM 13

07/28/22 13:56:57

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Dealer: F27650

Page: 1 of 2

2022 F-SERIES SD

Order No: D123 Priority: G3 Ord FIN: QD712 Order Type: 5B Price Level: 270

Ord PEP: 600A Cust/Flt Name: WORCESTER CT

PO Number:

X2B F250 4X4 S/C \$44570
148" WHEELBASE

TRAILER TOW PKG

RETAIL

Z1 OXFORD WHITE

FLEET SPCL ADJ NC

A VNYL 40/20/40

FRT LICENSE BKT NC

S MEDIUM EARTH GR

18B PLAT RUNNING BD 445

600A PREF EQUIP PKG

10000# GVWR PKG

.XL TRIM

425 50 STATE EMISS NC

572 .AIR CONDITIONER NC

512 SPARE TIRE/WHL2 NC

.AMFM/MP3/CLK

52B BRAKE CONTROLLER 300

996 .6.2L EFI V8 ENG NC

TOTAL BASE AND OPTIONS 49470

44S 6-SPD AUTOMATIC NC

TOTAL 49470

TD8 .LT245 BSW AS 17

THIS IS NOT AN INVOICE

X3E 3.73 ELOCKING 430

90L PWR EQUIP GROUP 1100

* MORE ORDER INFO NEXT PAGE *

JOB #1 BUILD

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QD02818

CNGP530

VEHICLE ORDER CONFIRMATION

07/28/22 13:57:41

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Dealer: F27650

Page: 2 of 2

2022 F-SERIES SD

Order No: D123 Priority: G3 Ord FIN: QD712 Order Type: 5B Price Level: 270

Ord PEP: 600A Cust/Flt Name: WORCESTER CT

PO Number:

525 CRUISE CONTROL \$235
TELE TT MIR-PWR
JACK

RETAIL

85S TOUGH BED 595

Exceptions - NO CD PLAYER

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1795

TOTAL BASE AND OPTIONS 49470

TOTAL 49470

THIS IS NOT AN INVOICE 2000 2023 PRICE INCREASE

51,470

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD02818

#3

ITEM 13

CNGP530

VEHICLE ORDER CONFIRMATION

07/28/22 14:34:57

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Dealer: F27650

2022 F-SERIES SD

Page: 1 of 2

Order No: D123 Priority: G3 Ord FIN: QD712 Order Type: 5B Price Level: 270

Ord PEP: 600A Cust/Flt Name: WORCESTER CT

PO Number:

RETAIL

RETAIL

F2B F250 4X4 SD R/C \$42235

TRAILER TOW PKG

142" WHEELBASE

FLEET SPCL ADJ NC

Z1 OXFORD WHITE

18A UPFIT INTER MOD 295

A VNYL 40/20/40

18B PLAT RUNNING BD 320

S MEDIUM EARTH GR

10000# GVWR PKG

600A PREF EQUIP PKG

425 50 STATE EMISS NC

.XL TRIM

473 SNOW PLOW PREP 250

572 .AIR CONDITIONER NC

512 SPARE TIRE/WHL2 NC

.AMFM/MP3/CLK

996 .6.2L EFI V8 ENG NC

TOTAL BASE AND OPTIONS 47555

44S 6-SPD AUTOMATIC NC

TOTAL 47555

TD8 .LT245 BSW AS 17

*THIS IS NOT AN INVOICE ~~42000~~ 2023 Price Increa

X3E 3.73 ELOCKING 430

49,555

90L PWR EQUIP GROUP 1100

* MORE ORDER INFO NEXT PAGE *

JOB #1 BUILD

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QD02818

CNGP530

VEHICLE ORDER CONFIRMATION

07/28/22 14:35:20

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Dealer: F27650

2022 F-SERIES SD

Page: 2 of 2

Order No: D123 Priority: G3 Ord FIN: QD712 Order Type: 5B Price Level: 270

Ord PEP: 600A Cust/Flt Name: WORCESTER CT

PO Number:

RETAIL

RETAIL

52B BRAKE CONTROLR \$300

525 CRUISE CONTROL 235

TELE TT MIR-PWR

JACK

67D 200/240 AMP ALT NC

85S TOUGH BED 595

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1795

Exceptions - NO CD PLAYER

TOTAL BASE AND OPTIONS 47555

TOTAL 47555

THIS IS NOT AN INVOICE

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD02818

CNGP530

VEHICLE ORDER CONFIRMATION

ITEM 13

07/28/22 14:25:33

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Dealer: F27650

2022 F-SERIES SD

Page: 1 of 2

Order No: D123 Priority: G3 Ord FIN: QD712 Order Type: 5B Price Level: 270

Ord PEP: 600A Cust/Flt Name: WORCESTER CT PO Number:

RETAIL

RETAIL

| | | | | | |
|------|------------------|---------|-----|---|-------|
| X2B | F250 4X4 S/C | \$44570 | | TRAILER TOW PKG | |
| | 148" WHEELBASE | | | FLEET SPCL ADJ | NC |
| Z1 | OXFORD WHITE | | 18A | UPFIT INTER MOD | 295 |
| A | VNYL 40/20/40 | | 18B | PLAT RUNNING BD | 445 |
| S | MEDIUM EARTH GR | | | 10000# GVWR PKG | |
| 600A | PREF EQUIP PKG | | 425 | 50 STATE EMISS | NC |
| | .XL TRIM | | 473 | SNOW PLOW PREP | 250 |
| 572 | .AIR CONDITIONER | NC | 512 | SPARE TIRE/WHL2 | NC |
| | .AMFM/MP3/CLK | | | | |
| 996 | .6.2L EFI V8 ENG | NC | | TOTAL BASE AND OPTIONS | 50015 |
| 44S | 6-SPD AUTOMATIC | NC | | TOTAL | 50015 |
| TD8 | .LT245 BSW AS 17 | | | *THIS IS NOT AN INVOICE 2060 2023 PRICE INCREASE | |
| X3E | 3.73 ELOCKING | 430 | | 52,015 | |
| 90L | PWR EQUIP GROUP | 1100 | | * MORE ORDER INFO NEXT PAGE * | |
| | JOB #1 BUILD | | | F8=Next | |

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QD02818

CNGP530

VEHICLE ORDER CONFIRMATION

07/28/22 14:25:40

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Dealer: F27650

2022 F-SERIES SD

Page: 2 of 2

Order No: D123 Priority: G3 Ord FIN: QD712 Order Type: 5B Price Level: 270

Ord PEP: 600A Cust/Flt Name: WORCESTER CT PO Number:

RETAIL

RETAIL

| | | | |
|-----|-----------------|-------|--|
| 52B | BRAKE CONTRLLR | \$300 | |
| 525 | CRUISE CONTROL | 235 | |
| | TELE TT MIR-PWR | | |
| | JACK | | |
| 67D | 200/240 AMP ALT | NC | |
| 85S | TOUGH BED | 595 | |
| | SP DLR ACCT ADJ | | |
| | SP FLT ACCT CR | | |
| | FUEL CHARGE | | |
| B4A | NET INV FLT OPT | NC | |
| | DEST AND DELIV | 1795 | |

Exceptions - NO CD PLAYER

TOTAL BASE AND OPTIONS 50015

TOTAL 50015

THIS IS NOT AN INVOICE

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD02818

2022 SUPER DUTY® PICKUP (F-250 / F-350 / F-450) STANDARD EQUIPMENT

ITEM 13

The following features are standard on every 2022 MY SUPER DUTY® F-SERIES vehicle:

MECHANICAL

- Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
 - F-250/F-350: 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
 - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
 - TorqShift®-G Six-Speed Automatic with SelectShift® (F-250 w/6.2L gas)
 - TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco, Deep Sand/Snow & Slippery (NA w/ F-250 w/6.2L gas)

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Glass
 - Solar-Tinted, complete (Std. XL)
 - Privacy (Std. XLT, Lariat, King Ranch®, Platinum and Limited; NA front-seat windows)
- Jack
 - Two ton mechanical (F-250/F-350 SRW)
 - Four ton hydraulic (F-350 DRW/F-450)
- Lamps – pickup box and cargo area
- Manual Locking Hubs (4x4)
- Moldings – tailgate and box-rail
- Spare tire, wheel, lock & frame mounted carrier
- Tailgate – removable w/key lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks – pickup box, four (4)
- Tow hooks – front, two (2)
- Trailer Tow Package (F-250/F-350) – 7 wire harness w/relays and 7/4 pin connector
- Trailer Tow Package (F-450) – 7/4 pin connector, 4.30LS rear-axle and GCWR (Reg Cab – 45,300 lbs, Crew Cab 4x4 42,000lbs, Crew Cab 4x2 43,400 lbs)

INTERIOR/COMFORT

- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
- Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric

INTERIOR/COMFORT (continued)

- Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting® (three (3) button message control on steering wheel for XL; five (5) button control for XLT, Lariat, King Ranch®, Platinum and Limited)
- Scuff plates – front, color-coordinated; Illuminated w/logo on Limited
- Steering – power
- Steering damper
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® owner controls feature
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)

FUNCTIONAL

- Alternator
 - 157 Amp (Std. XL)
 - 200 Amp (Std. XLT, Lariat, King Ranch® and Platinum)
 - 332 Amp (Limited)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (wide front track) (F-450)
 - Rear – Non-Limited-Slip (F-250/F-350)
 - Rear – 4.30 Limited-Slip (F-450)
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Gas engine – 750-CCA, 78-AH, single (NA XL)
 - Diesel engine – 750-CCA, 78-AH, dual (6.7L Power Stroke® Diesel engine)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

The following features are standard on select 2022MY SUPER DUTY® vehicles:

| MECHANICAL | XL | XLT | Lariat | King Ranch® | Platinum | Limited |
|---|----|-----|--------|-------------|----------|---------|
| Four-Wheel Disc Anti-Lock Brake System (ABS) – Roll Stability Control™ (RSC®)/Traction Control/Trailer Sway Control | • | • | • | • | • | • |
| 2.5" Built Ford Tough® Trailer Hitch Receiver | | | | | | |
| F-250 (less HD Trailer Tow (535)) | • | • | • | • | • | • |
| F-350 SRW – 6.2L and 7.3L Gas engine | • | • | • | • | • | • |
| F-350 SRW – Diesel (All 4x2 and 4x4 Regular Cab and Super Cab. Excludes 164" WB Crew Cab only) | • | • | • | • | • | • |
| F-350 DRW – 6.2L Gas Engine | • | • | • | • | • | • |

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

2022 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT

PROPRIETARY
ITEM 13

| SAFETY/SECURITY (continued) | XL | XLT | Lariat | King Ranch® | Platinum | Limited |
|---|----|-----|--------|-------------|----------|---------|
| Autolock, Auto unlock, High-Beam with Rainlamp Wiper Activated Headlamps, Intelligent Access with Push-button Start (PEPS) | | | | • | • | • |
| Driver and Passenger frontal and side airbag/curtain Intelligent Access with Push-button Start (PEPS) | • | • | • | • | • | • |
| Remote Keyless Entry | | • | • | • | • | • |
| Trailer Sway Control and Hill Start Assist | • | • | • | • | • | • |

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only
 ★ = New for this model year

• = Available

#5

ITEM 13

CNGP530

VEHICLE ORDER CONFIRMATION

07/28/22 14:47:56

==>

Dealer: F27650

Page: 1 of 1

2023 F-150

Order No: D123 Priority: L2 Ord FIN: QD712 Order Type: 5B Price Level: 315

Ord PEP: 101A Cust/Flt Name: WORCESTER CT PO Number:

RETAIL

RETAIL

F1C F150 4X2 R/C \$34385 425 50 STATE EMISS NC
141" WHEELBASE 52X START-STOP REMV (50)

YZ OXFORD WHITE FLEX FUEL

A VINYL 40/20/40 NC SP DLR ACCT ADJ

S MED DARK SLATE SP FLT ACCT CR

101A EQUIP GRP FUEL CHARGE

.XL SERIES B4A NET INV FLT OPT NC

.17"SILVER STEEL DEST AND DELIV 1795

99B 3.3L V6 PFDI TOTAL BASE AND OPTIONS 36380

44G ELEC 10-SPDAUTO XL DISCOUNT (750)

.245/70R-17 A/S TOTAL 35630

X19 3.55 REG AXLE NC *THIS IS NOT AN INVOICE*

6100# GVWR

FLEET SPCL ADJ NC

18B BLK PLAT BDS 250

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD02818

Fleet Final Order
Date 8/12/22
Exceptions- NO CD PLAYER

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES

STANDARD EQUIPMENT

ITEM 13

MECHANICAL

- 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission (NA w/★3.5L PowerBoost Full Hybrid V6 Engine)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black two-bar style with black surround and black accents
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Heat and Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) 4x2
 - 265/70R 17 BSW all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 4" Productivity Screen in Instrument Cluster

INTERIOR/COMFORT (continued)

- Center-stack
 - 8" Screen
 - Audio Controls
 - USB charging ports – two (2)
 - USB data charging ports – two (2)
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Cruise Control
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V
- Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)
- Power Windows (Front/Rear) – One-touch Up/Down Driver and Passenger Front Windows (Rear Power Windows not available on Regular Cab)
- Pro Power Onboard – 2.4KW (3.5L PowerBoost Full Hybrid V6 Engine only)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
- Seat, Rear
 - Cloth
 - USB charging ports – two (2)
 - 60/40 flip-up split seat (SuperCab)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- Halogen Headlamps – Black Bezels
- MyKey®
- Perimeter Alarm
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- Securilock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Auto High Beams

FORD CO-PILOT360™ TECHNOLOGY (continued)

- Lane-Keeping System
- Post-Collision Braking
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera with Dynamic Hitch Assist
- Reverse Sensing System

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- FordPass™ Connect (4G)
 - 4G LTE Wi-Fi hotspot connects up to 10 devices¹
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, diagnostics, and maintenance alerts. FordPass™ Connect 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).

- Hill Start Assist
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass™ Connect (optional on select vehicles), the Ford Pass™ App., and Complimentary Connected Services are required for remote features (see FordPass™ Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the printed name and title.

Subject: Rural Legacy – FY 21/FY 22 Contract of Sale
Coastal Bays Rural Legacy Area
McCall, TM 86, P 19
23.09 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 \$2,620/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 funding, provided by FY 21/FY 22 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 23.09 +/- acres located at 5337 Stockton 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 and statelands. The owner is surrendering all subdivision and development rights, and the easement will disallow most non-agricultural uses in perpetuity.

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 Bertino, 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



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner *KM*

SUBJECT: Coastal Bays Rural Legacy Area—McCall—Map 86, Parcel 19

DATE: December 12, 2022

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

This project is to be funded by FY21/FY22 Coastal Bays Rural Legacy Area funds.

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

The conservation easement values concluded were:

Cline: \$58,000

McCain: \$63,000

The landowner was offered the mean of these two values, \$60,500 or \$2,620/acre.

A boundary survey of the property is required. The final payment will be based on the acreage of the subject parcel after this adjustment.

This property is adjacent to state land and land under Rural Legacy easement on Stockton Road.

The easement will strictly limit impervious surface and disallow subdivision and most non-agricultural uses, in perpetuity.

A map showing the Coastal Bays Rural Legacy area and the location of the property is attached. The purpose of the program is to preserve a contiguous area of farmland and forested land in perpetuity. The Coastal Bays Rural Legacy Area contains over 20 miles of coastal bays shoreline, sensitive habitats, open vistas, and farms and forests that connect the Chincoteague Bay and E.A. Vaughn Wildlife Management Area to the Pocomoke State Forest. Over 17,000 acres are protected to date, including over 10,000 acres in Rural Legacy easements.

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

Attachments

EXECUTIVE SUMMARY

Date of Valuation: October 11, 2022
Date of Inspection: October 11, 2022
Tax Reference: TM 86, Grid 20, Parcel 19
Property Location: 5337 Stockton Rd., Snow Hill, Worcester County, Maryland
Deed Reference: 7336/17
Zoning: A-1, Agricultural
Subject Acreage: 23.09 Ac.
Easement Area: None
**Highest and Best Use
As Vacant:** Agricultural with Ltd. Residential Development

FAIR MARKET VALUE LAND ONLY (BEFORE)

SALES COMPARISON APPROACH \$162,000.00

FAIR MARKET VALUE LAND ONLY (AFTER)

SALES COMPARISON APPROACH \$ 104,000.00

VALUE OF RURAL LEGACY EASEMENT \$ 58,000.00

| <u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u> | | |
|---|---|-----------------|
| REPORT TYPE: | Appraisal Report File No. CC18247 | |
| REPORT DATE: | August 29, 2022 | |
| LOCATION: | 5337 Stockton Rd Stockton, MD 21864 Map 86 Parcel 19 | |
| OWNER OF RECORD: | Douglas & Hollie McCall | |
| LAND AREA BEFORE/AFTER: | 23.09 +/- Acres | 23.09 +/- Acres |
| IMPROVEMENTS: | 816 sf dwelling circa 1930 (not included in the analysis) | |
| ZONING: | A-1 | |
| CENSUS TRACT: | 9514.00 | |
| FLOOD MAP STATUS: | Zone X - The subject is not in a flood zone. Panel 24047C370H, July 16, 2015 | |
| FLOOD ZONE COMMENTS | The subject is not in a flood zone. | |
| HIGHEST AND BEST USE BEFORE: | Agriculture with limited residential development | |
| HIGHEST AND BEST USE AFTER: | Residence with Agriculture | |
| PROPERTY RIGHTS APPRAISED: | Fee Simple | |
| BEFORE VALUE | \$139,000 | |
| AFTER VALUE | \$76,000 | |
| VALUE OF EASEMENT/DIFFERENCE: | \$63,000 | |
| EFFECTIVE DATE | August 23, 2022 | |
| APPRAISERS: | F. Lee Gosnell William McCain, MAI, MBA | |

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2022 is made by and between DOUGLAS A. MCCALL and HOLLIE MCCALL, ("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, 23.09 acres total, more or less, and located at 5337 Stockton Road, Stockton, MD 21864, having tax ID number of 08-005559 and described in the deed recorded in Worcester County Land Records at Book 7336, Page 17.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

- 2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Three Hundred and Two Dollars (\$2,620.00) 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 November 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 parties acknowledge that they believe and estimate in good faith that the area of easement is 23.09 acres. The purchase price of the easement shall be \$2,620 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 23.09 acres, updated appraisals will be required and a new per acre purchase price may be determined, in which case a new Agreement will be required based upon the updated purchase price, and this Agreement will be void. In the event the Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Sellers, extend settlement a period of 120 days to permit Sellers to contest any survey results.

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

Witness/Attest:

SELLER

Katherine D. McCall

By: *[Signature]* (Seal)
Douglas A. McCall

Katherine D. McCall

By: *[Signature]* (Seal)
Hollie McCall

BUYER

BUYER

County Commissioners of Worcester County, Maryland

Weston Young
Chief Administrative Officer

By: _____ (Seal)
Anthony W. Bertino, Jr
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney



Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20____, by and DOUGLAS A. MCCALL AND HOLLIE MCCALL, having an address at 1541 Snow Hill Road, Stockton, MD 21864 ("Grantor") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantor owns in fee simple ____ acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by ADH Management, LLC by Deed dated December 10, 2018 and recorded among the Land Records of Worcester County, Maryland in Liber 7336, Folio 17 (the "Property"). The location of the Property is 5337 Stockton Road, Snow Hill, Maryland 21801. The Property is identified on tax map 86, parcel 19.

WHEREAS, the Property includes approximately _____ acres of agricultural land _____ acres of woodland; and scenic value of significant public benefit on Stockton Road.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantor intends hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of Two Hundred and Seven Thousand, Five Hundred Dollars (\$207,500.00) to Grantor as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of ____ Dollars (\$--.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantee and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantor and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, rural, woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: (1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (2) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit.

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes ("Conservation Purpose"). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined

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below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantor believes or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantor shall notify Grantee in writing before undertaking such activity.

B. Agricultural Uses and Activities. "Agriculture," or "Agricultural" as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. "Commercial" means any use or activity conducted by Grantor or a third party for the purpose of realizing a profit or other benefit to Grantor, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantor is a nonprofit corporation, Grantor may conduct only those Commercial uses or activities that are (i) directly related to Grantor's mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantee's approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo,

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pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantor, into derivatives thereof.

(5) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantor; or (ii) derivatives produced pursuant to III.C.(4) above;

(6) Commercial services related to Agriculture limited to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantor. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property. However, this paragraph shall not be construed as to prevent the Grantors from traversing their property in an ATV, ORV, or OHV in a manner consistent with the provisions of this easement.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and

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parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit ("Primary Dwelling Unit"). The permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantee. The location or relocation of the Primary Dwelling Unit, or the conversion of any previously non-residential Structure to the Primary Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below. The Primary Dwelling Unit may not exceed a gross floor area of four thousand (4,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

(2) Zero (0) Dwelling Unit(s) accessory in nature to the Primary Dwelling Unit
Accessory Dwelling Units are defined as, but not limited to, the following types: detached guest house, detached caretaker residence, detached farm manager's or employee's house, detached pool house or detached boat house if either Structure meets the definition of Dwelling Unit herein, apartment within a barn, or accessory apartment located within the Primary Dwelling Unit described in paragraph (1) above ("Accessory Dwelling Unit").

The total number of all Dwelling Units on the Property shall never exceed one (1). The location of any new Structure containing a Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below.

(3) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving the Primary Dwelling Unit (for example: detached garage; well house; boat house; pool house; swimming pool; pier; Structures related to hunting such as deer stands or waterfowl blinds);

(4) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(5) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantee's approval in accordance with the provisions of Article V below; and

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(6) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

(7) The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property, or 0.4610 acres or 20,081 square feet. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt, excluding however, reasonable means of access to the Primary Dwelling Unit, so long as such access does not exceed an average of twenty (20) feet in width.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property only and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantor's utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of Grantee, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. If in the future, the existing agricultural ditches on the Property are restored or maintained as nontidal intermittent or perennial streams, Grantor shall allow the buffer strip along each side of all restored or maintained streams to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. A fifty

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(50) foot vegetative buffer strip shall be required along such future streams. Grantor shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantor shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantee's approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; and, (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality. Grantor shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan. Within one (1) year of the date of this Conservation Easement, Grantor shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantor and the local Soil Conservation District as land use practices or management changes, however, Grantor shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management.

The Grantor shall implement a Forest Stewardship Plan ("the Plan") in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan

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within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantees.

The Plan's primary objective is _____. At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- (2) a vegetation map, a soils map and a topographic map;
- (3) an access plan for the Property, including all areas to be commercially managed;
- (4) erosion control measures, specifically addressing water bodies and wetland areas; and
- (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the "Guidelines"), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of Woodland to non-Woodland permitted in the Woodland Areas. Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantor or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably

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required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantor or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantor shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantor or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Q. Authorization. Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantor's Soil

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Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantor retains the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantor retains the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantor hereby grants to Grantee all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantor can take certain actions Grantee must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing the Dwelling Unit, as per Article III.E(1);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(5);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(5); and
- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantee, Grantor shall submit to Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or

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concurrent with, application for permits from federal, state, or local governments. Grantee shall evaluate the submission for completion and may require of Grantor additional information necessary for a complete submission. When Grantee deems the submission complete ("Request"), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement.

If Grantor, with the support of a state or local government, is seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantee shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantee;
6. Will the project provide a private benefit to Grantor;
7. Will the party making the Request compensate Grantee for Grantee's actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantor is seeking location approval for a permitted Dwelling Unit, all owners who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

C. Grantee shall provide to Grantor a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed a denial by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantee of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantee, in their sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantee or the RLB or the OAG ("Enforcers"), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantor is complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantor at their last known address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (3) and III.E (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantor as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantor.

B. Upon any breach of a Provision of this Conservation Easement by Grantor, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantor. Before instituting such suit, Enforcers shall give notice to Grantor and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantor is complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the "Baseline Documentation") reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantor hereby certifies that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.

B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of 0 color digital images and one (1) page.

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the Worcester County Department of Environmental Programs and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTOR

A. Change of Ownership. In order to provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantor, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantor certifies that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantee under this Conservation Easement. Grantor has provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantor of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The Grantor who signed this Conservation Easement on the date set forth above ("Original Grantor") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantor warrants that

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantor warrants that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. The Original Grantor warrants that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantor. For purposes of this Conservation Easement, "Grantor" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantor or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the greater of: (1) the percentage required pursuant to Treasury Regulation Section 1.170A - 14 (g) (6), or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then value of the Property as a whole. In the event Grantee did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any costs of a judicial proceeding allocated by a court to Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantor shall institute in a court of

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantor and Grantee recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, and subject to approval by the Rural Legacy Board, Grantor and Grantee have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantor and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantor and Grantee may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantee determines that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and uses compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantor would be a violation of a Provision of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantee written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply; or (ii) if said law leaves to Grantor's discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantee written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantor at any time owns the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantee shall record this instrument in a timely fashion among the Land Records of Worcester County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantee. Any notices by Grantor to Grantee pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

County Commissioners of Worcester County, Maryland

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Worcester County Government Center, Room 1103
1 West Market Street
Snow Hill, MD 21863

or to such other addresses as Grantee may establish in writing on notification to Grantor, or to such other address as Grantor know to be the actual location(s) of Grantee.

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

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto the County Commissioners of Worcester County, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantor, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantor covenants that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year above written.

GRANTORS:

_____(SEAL)
Douglas A. McCall

_____(SEAL)

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Hollie McCall

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Douglas A. McCall, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Hollie McCall, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

County Commissioners of Worcester County, Maryland

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

By: _____ (SEAL)
Anthony W. Bertino, Jr
President

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of
_____, an attorney admitted to practice by the Court of Appeals of
Maryland

Approved as to legal form and sufficiency this ____ day of _____, 2023.
"Approved" means the document meets the legal requirements for a deed of conservation
easement; it does not mean approval or disapproval of the transaction.

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit A
Deed of Conservation Easement
McCall
Boundary Description and Property Reference
Page 1 of 2

All that parcel of land, situate, lying and being situate in the Eighth Election District of Worcester County, Maryland, on the southwest side of Stockton Road, containing 23.09 acres more or less, being the same property conveyed by deed dated December 12, 2018, recorded among the Land Records of Worcester County, Maryland in Liber SRB, No. 7336 Folio 17, et seq..

as depicted on a plat entitled "" by , dated and recorded in Land Records of Worcester County, Maryland in, a copy of which is attached hereto.

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit A
Deed of Conservation Easement
McCall
Boundary Description and Property Reference
Page 2 of 2

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit B:
Summary of Conservation Values
Deed of Conservation Easement
McCall

Page 1 of 1

1. The Property is within the Coastal Bays Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural, natural resource and water quality protection values, and scenic value from Stockton Road.
3. The property is part of a __acre block of contiguous protected land, contributing to the agricultural and natural resource vitality and scenic nature of the area.
4. Minimization of impervious surface contributes to water quality of Chincoteague Bay.
5. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2018 Worcester County Land Preservation and Recreation Plan.

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit C

Inventory of Existing Structures
Deed of Conservation Easement
McCall

Page 1 of 1

To Be Completed

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit D
Color Digital Images
Deed of Conservation Easement
McCall

Page 1 of 1

These images are kept on file at the principal office of the Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of color images and pages.

| Index Number | Image Taken From | Image Description |
|---------------------|-------------------------|--------------------------|
| 1 | | |
| 2 | | |
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Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

Exhibit E

Aerial/Satellite Image
Deed of Conservation Easement
McCall

Page 1 of 1

This image is kept on file at the principal office of the Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one page.

Exhibit B. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

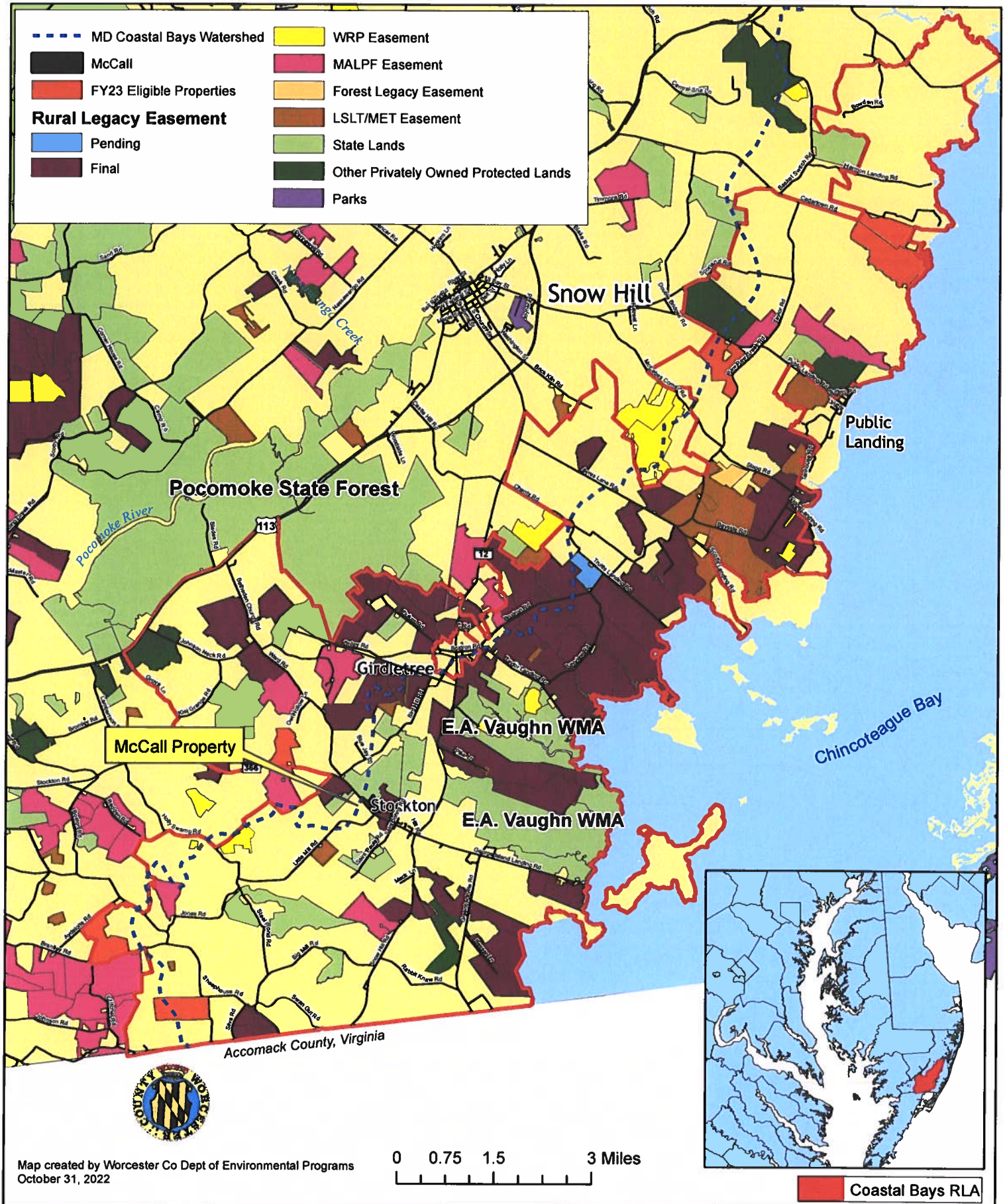
Exhibit F

Tax Map Showing Approximate Location of Property
Deed of Conservation Easement
McCall; Page 1 of 1

Exhibit A. Agreement of Sale by and between DOUGLAS A. MCCALL and HOLLIE MCCALL ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

All that parcel of land, situate, lying and being situate in the Eighth Election District of Worcester County, Maryland, on the southwest side of Stockton Road, containing 23.09 acres more or less, being the same property conveyed by deed dated December 10, 2018, recorded among the Land Records of Worcester County, Maryland in Liber SRB, No. 7336 Folio 17, et seq..

Attachment A: Coastal Bays Rural Legacy Area, FY23 Grant Agreement





DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: November 28, 2022
RE: Resolution – Honorary Street Dedication Policy

Worcester County has received several requests over the past few years to rename roads or designate an honorary street name to pay respects to a recognized individual, group or organization within the community. To accomplish this end, attached you will find a memorandum from Kelly Henry, Technical Services Manager, outlining the work that she has done in order to prepare a program and application for implementation in Worcester County.

Should the Commissioners look favorably upon this policy, a draft resolution has been prepared for your approval. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachments

cc: Roscoe Leslie, County Attorney
Dallas Baker, Director, Dept. of Public Works
Billy Birch, Director, Dept. of Emergency Services
Kelly Henry, Technical Services Manager



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

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

TO: Jennifer K. Keener, Director
FROM: Kelly L Henry, Technical Services Division Manager
DATE: November 18, 2022
SUBJECT: Honorary Street Dedication Program

Over the past few years, I have received requests by land owners to rename county roads to honor people in the community. Currently in order to achieve this request, everyone living of said road would be required to change their address to the new street name approved by the Commissioners. Due to the complexity and expense, people have not followed through with their request. In speaking with Weston Young, Chief Administrative Officer about this matter, he informed me that Wicomico County had an Honorary Street Dedication Program. This Program would retain the legal name of the road, enable addresses to remain the same and add a second sign above the county road sign. I obtained a copy of Wicomico County's Honorary Street Dedication Program to use as the base for Worcester County's Program. The document has been reviewed by us, Dallas Baker, Director of Public Works, Kevin Lynch, Superintendent of DPW Roads Division, and Roscoe Leslie, County Attorney. All comments received have been incorporated into this document.

Please forward this to the County Commissioners for consideration and adoption by Resolution. As always, I am available to discuss this matter in more detail at your convenience. Thank you in advance for your time and consideration.

Attachment
Dallas Baker, Director of Public Works
Kevin Lynch, Superintendent of DPW Roads Division
Roscoe Leslie, County Attorney

RESOLUTION NO. 22-__

**RESOLUTION ADOPTING AN
HONORARY STREET DEDICATION POLICY
AND APPLICATION**

WHEREAS, the Worcester County Commissioners occasionally receive requests to recognize individuals, groups or organizations that have made significant contributions to the local community; and

WHEREAS, honorary street name signs are signs posted above standard County street name signs, which are intended to recognize and honor certain individuals, groups or organizations without changing the official name of the street; and

WHEREAS, honorary street names have been applied successfully in other communities; and

WHEREAS, the Worcester County Commissioners desire to adopt a policy for the administration of requests for honorary street signs in the County.

NOW, THEREFORE, BE IT RESOLVED by the Worcester County Commissioners that the Honorary Street Dedication Policy and Application, attached as Exhibit A, is hereby approved and adopted.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be _____.

EXECUTED this _____ day of _____, 20_____.



WORCESTER COUNTY'S HONORARY STREET DEDICATION POLICY AND APPLICATION

POLICY

Worcester County Commissioners have established a policy for the administration of the Honorary Street Dedication Program in the County. This Program would not include roads within the four municipalities (Berlin, Ocean City, Pocomoke or Snow Hill) or Ocean Pines, unless a similar Program adhering to the County's requirements is duly adopted. Honorary street name signs are signs posted above standard County street name signs, which are intended for the County to recognize and honor certain individuals, groups or organizations without changing the official name of the street or the official addresses of residences and businesses on the street. The Department of Development Review and Permitting – Technical Services Division will coordinate efforts with Department of Emergency Services and Department of Public Works – Roads Division.

The honorary sign is of a similar size and shape as a standard street name sign, but it will have a red background with white lettering to differentiate it from the green and white public street sign and brown and white private road sign. No extraneous information or decorative elements are permitted on the sign. There is a maximum length of fourteen (14) characters per honorary street sign. Each Honorary Street Sign road type will be "Way". Honorary street signage will be determined on a case by case basis by the Worcester County Commissioners with recommendations from the Departments of Public Works, Development Review and Permitting, and Emergency Services. Only one (1) honorary sign will be allowed at an intersection unless otherwise approved by the County Commissioners. The County reserves the right to remove any sign at any time if determined by the County Commissioners to be in the public's interest. No more than three (3) honorary designations shall be awarded in the County during a calendar year. The cost of the sign, installation and replacement will be the sole cost of the petitioner.

PURPOSE OF THE PROGRAM

The Honorary Street Dedication Program allows the County the opportunity to honor people, groups and organizations that have made significant contributions to the local community. The Program is administrated through the Department of Development Review and Permitting – Technical Services Division. All supporting documentation is required at the time of application submittal, along with a map of the requested sign location. Honorary street signs are not intended to serve as a forum for free expression by the public but are installed as an expression of the County's intent to honor certain individuals, groups or organizations.

REQUESTS FOR HONORARY SIGNS

The Honorary Street Dedication Application, supporting documentation and application fee is to be submitted to the Technical Services Division Manager in Department of Development Review and Permitting. Fees will be determined by the County Commissioners.

The Technical Services Division Manager will determine whether or not the requested name is in conflict with or a duplication of an existing public, private or honorary street name within the County's Road Inventory and GIS road centerline data base, and prepare a report outlining those findings. Said report along with the application packet will be forwarded to the Directors of Public Works and Emergency Services for consideration and recommendations. In addition, the Technical Services Division Manager will contact municipal officials and Ocean Pines Association to determine whether or not there exists the same or similar Honorary Street Name within their jurisdiction. The report, recommendations and application packet will be compiled then forwarded to the Commissioner's Office for the scheduling of a public hearing.

A Notice of Intent to establish an honorary street sign will be mailed to every property owner having frontage on said road. Said notice will indicate the date and time of the Commissioner's public hearing on the matter. Interested citizens shall have the opportunity to comment on the request at said public hearing. The County Commissioners will make the final decision relative to the request to establish an Honorary Street Dedication.

COST OF SIGN & INSTALLATION

The cost of the sign, post, mounting, installation and replacement is the sole responsibility of the petitioner. After obtaining approval from the County Commissioners, the petitioner will pay the necessary fees to the Department of Public Works – Roads Division. Upon receipt of the fee, Public Works – Roads Division will install the sign(s). In the event said sign is stolen or damaged, the petitioner will be contacted to pay the fee to replace the sign(s).

CRITERIA FOR REVIEW

- Historical and/or cultural influence of the applicant/honoree on the County.
- Proof of significant lineage and/or association to the County.
- Geographical relationship of location to the area of interest of applicant/honoree.
- Defined community or public contribution made by the honoree.
- Consideration of honorees already approved for honorary signage by any municipality in Worcester County will not be entertained by the County.
- If the prospective honoree is an organization, the organization must have been in operation for a minimum of 10 consecutive years and have its base operations in the County or is of unique importance to the County



WORCESTER COUNTY'S HONORARY STREET DEDICATION APPLICATION

Existing Street Name: _____

Requested Sign Location (Intersection): _____

Please check all that apply and include a brief explanation. This information is used in the evaluation of each request for an honorary street sign. Use additional paper if necessary.

____ Historical and/or Cultural Influence of the Honoree on the County:

____ Significant Lineage or Family Ties to the County and/or Association with the County:

____ Geographical Relationship of Street to the Area of Interest of the Applicant:

____ Defined Community or Public Contribution Made by the Honoree:

____ Is an Individual who sacrificed his/her well-being and life in service to our nation, state and/or community.

Signature of Applicant: _____ Date: _____

Printed Name of Applicant: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Connection to Honoree: _____



WORCESTER COUNTY'S HONORARY STREET DEDICATION APPLICATION

1. Proposed Honorary Street Name: (Maximum 14 characters, including "Way"):

2. Name of existing road that Honorary Signs will appear on: _____
3. Will the Honorary Signs appear on the full length of the existing road? Yes No
4. If no, using the closest cross street, identify the starting and stopping points for the Honorary Sign limits. _____

5. Will the Honorary Signs appear on every cross street? Yes No
6. If no, list the cross streets the Honorary Signs will appear: _____

Cost Estimate Information To Be Completed by Department of Public Works – Roads Division:

Honorary Signs (\$ 60 per sign): No. of pole locations _____ x \$ 60 = _____

Full Size Poles:

Wooden Post (\$ 45 each) No. of Full-Size Poles Needed _____ x \$ 45 = _____

Metal Pole w/Anchor (\$ 80 each) No. of Full-Size Poles Needed _____ x \$ 80 = _____

Pole Top Extenders (\$ 10 each): No. of pole extenders _____ x \$ 10 = _____

Total: \$ _____

Checks Made Payable To "Worcester County Commissioners".



DEPARTMENT OF
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Worcester County

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director JKK
DATE: December 12, 2022
RE: Proposed Private Lane Name – Ataturk Lane

Attached please find a memo from Kelly Henry, Technical Services Manager, relative to a request that was received for the naming of a private lane. The property owner is proposing to name the private lane within their minor subdivision "Ataturk Lane". We are requesting your approval of the private road name so that we may assign the addresses to the properties within this subdivision, and the proposed new home currently under review for permitting.

If approved, I have taken the liberty of drafting a resolution to that effect which is attached. An electronic copy will be sent to your office as well. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

cc: Roscoe Leslie, County Attorney
Billy Birch, Director, Dept. of Emergency Services
Dallas Baker, Director, Dept. of Public Works
Kelly Henry, Technical Services Manager



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CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

To: Jennifer K. Keener, Director
From: Kelly L. Henry, Technical Services Division Manager
Date: December 6, 2022
Subject: Private Road Name – Ataturk Lane

The Department is processing a building permit for the construction of a home on a shared driveway off of Main Street (MD Route 818). The building permit should be ready for issuance by the end of December or early January. The shared driveway will serve as access to 4 lots. This subdivision started the discussion that lead to the recent proposed text amendment to the Public Safety Article 6-101(e). A copy of the subdivision is attached for your reference.

The property is owned by the Kucuk Brothers. They submitted a list of 3 proposed names for this private lane in the order of preference: **Ataturk Lane**, Kucuk Lane and Kucuk Family Lane. I have compared these names with the names listed in the County Roads Inventory and the County's GIS road centerline database. I found no duplication or conflict with either request. All 3 names are acceptable.

In an effort not to delay the issuance of the building permit, I would like to request that the Commissioners approve the private road name, **Ataturk Lane**, the day of the public hearing for the proposed text amendment. As always, I am available to discuss this matter in greater detail if necessary. Thank you for your time and consideration.

Attachments (2)

Cc: Roscoe Leslie, County Attorney
Billy Birch, Jr. Director Department of Emergency Services
Dallas Baker, Director Department of Public Works
Kevin Lynch, Superintendent Roads Division
Kucuk Brothers



PRIVATE LANE NAME APPLICATION

We, Bugra Kucuk, Burak Kucuk and Burc Kucuk are applying to the Worcester County Commissioners to request to name a private lane on Tax Map No. 25, Parcel 7, having an SDAT Account ID No. 2403017575 located on Main Street (MD Route 818). This property is being subdivided into five (5) residential lots with a shared access lane serving Lots 2, 3, 4 & 5. The plat is titled "Minor Subdivision of the Lands of Kucuk Brothers" prepared by Benchmark Land Surveying, Inc., dated October 18, 2022 and recorded in the Land Records of Worcester County in Plat Book 252, Folio 58-59.

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

| Existing Road Name | Proposed Road Name |
|--------------------|--------------------|
| N/A | Ataturk Lane |
| | Kucuk Lane |
| | Kucuk Family Lane |

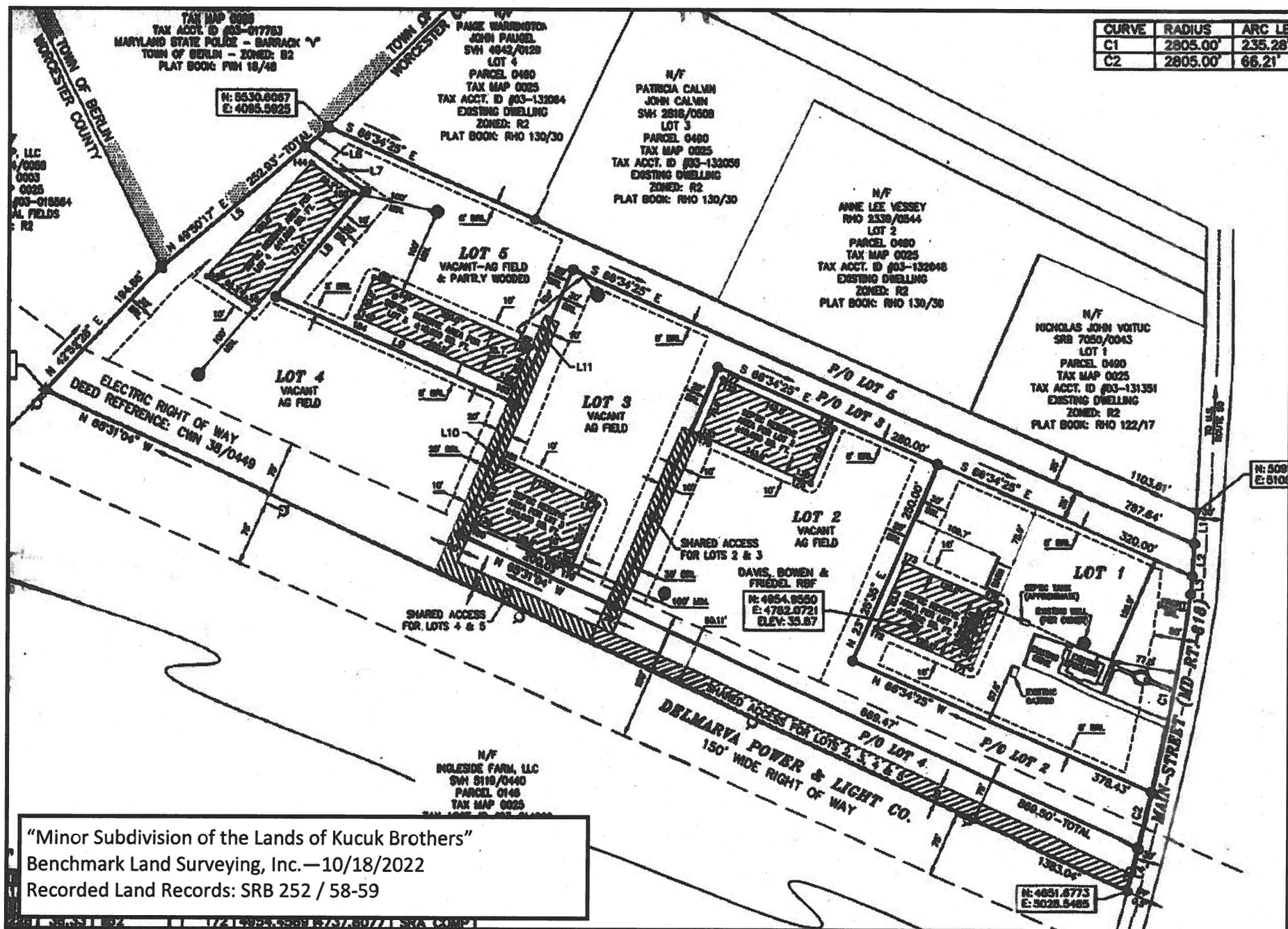
Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures or lots is to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

We also understand that address numbers must be posted at the entrance to the private lane so they are visible from the public road in both directions.

Signed: [Signature] Date: 12-06-2022
 Signed: [Signature] Date: 12-06-22
 Signed: [Signature] Date: 12-06-2022

Each property owner on the requested private lane must sign form.

Please return this form to: Department of Development Review & Permitting - Kelly Henry, Technical Services Division Manager - khenry@co.worcester.md.us - Worcester Government Center - 1 West Market Street - Snow Hill, Maryland 21863 - 410-632-1200, extension 1130



RESOLUTION NO. 22-__

**RESOLUTION NAMING A PRIVATE LANE
OFF OF MAIN STREET (MD ROUTE 818) IN BERLIN
AS ATATURK LANE**

WHEREAS, the Worcester County Commissioners have adopted an Inventory of Public Roads of Worcester County in accordance with § PW 1-202 of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, in accordance with the provisions of § PS 6-101(e) of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners are to name all private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, selecting a name which is not the same or similar to another private lane or a public road listed in the Inventory of Public Roads of Worcester County, Maryland; and

WHEREAS, the County Commissioners have received a request to name a private lane off of Main Street (MD Route 818) in Berlin to serve four lots on a recently platted minor subdivision on a previously unnamed lane; and

WHEREAS, the applicants have suggested that Ataturk Lane is an appropriate name which is not the same or similar to another private lane name or public road name in the Inventory of Public Roads of Worcester County, Maryland.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The previously unnamed private lane located on the west side of Main Street (MD Route 818) in Berlin in the Third Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 25 as Parcel 7, Lots 2, 3, 4 and 5, is hereby named **Ataturk Lane**, for which a sign will be erected by the Roads Division of the Worcester County Department of Public Works.

Section 2. Executed this _____ day of _____, 2022. This Resolution shall be effective immediately.



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ZONING DIVISION
BUILDING DIVISION
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: November 28, 2022
RE: Proposed Text Amendment - § PS 6-101(e) Naming of Private Lanes

I am requesting the introduction of a proposed text amendment that would impact the assignment of addresses and installation of signage for properties located on an existing or proposed private lane in Worcester County. The draft language has been proposed by staff of the Departments of Development, Review and Permitting, Public Works, and Emergency Services, and has been reviewed by the County Attorney. A copy of the draft bill is attached for the County Commissioners' consideration at their upcoming meeting.

Currently, all parcels or lots are assigned a street address at the time of permitting for the structure, whether it is a dwelling, manufactured home, or a business. In the event that the parcels share a common driveway, a private lane is required to be designated and named only after there are three or more inhabitable structures that are served by the lane. Oftentimes, this requires the re-addressing of the two existing structures once the third structure is permitted and puts a burden on those property owners.

In order to reduce the costs and inconvenience of re-addressing for our constituents, staff is recommending that the private lane be named early on in the process, such as during the review of a proposed subdivision plat illustrating a shared driveway, or in the case of existing buildable lots or parcels, upon permitting of the first structure, rather than the third. The cost for the installation and maintenance of the signage will remain the responsibility of the affected property owners as it is today.

An electronic version of the bill has been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

cc: Roscoe Leslie, County Attorney
Billy Birch, Director, Dept. of Emergency Services
Dallas Baker, Director, Dept. of Public Works
Kelly Henry, Technical Services Manager

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Emergency Services – General Provisions

For the purpose of amending the Public Safety Article to include a provision for the naming of a private lane and installation of signage when it is to be served by three or more buildable lots.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § PS 6-101(e) be repealed and reenacted to read as follows:

- (e) Provisions for the naming of private lanes. All private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, or three or more buildable lots will be named by the County Commissioners. A sign will be erected which is compatible with the public roads signs currently in use by the Department of Public Works - Roads Division but of a contrasting color. It will be the responsibility of the Department of Public Works - Roads Division to erect said sign according to its specifications. Any buildings using the private lane must be readdressed using the newly named private lane. All costs associated with these provisions shall be the sole responsibility of the affected property owners.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED THIS _____ day of _____, 20_____.



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ZONING DIVISION
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CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: November 28, 2022
RE: Board of Electrical Examiners Recommendations

On behalf of the Worcester County Board of Electrical Examiners, I am requesting the introduction of a proposed text amendment to repeal and replace Subtitle II Electrical Standards of the Worcester County Code of Public Local Laws. Over the past several months, the board has been discussing the necessary revisions as a result of the passage of Senate Bill 762 Maryland Electricians Act (2021), Senate Bill 604 Maryland Electricians Act – Revisions (2022) and Senate Bill 406 Annual Corrective Bill (2022). A draft of the proposed bill is attached.

The main revisions reflect language modifications from a “license” to a “registration”, the removal of the references and requirements for the general electrician license and any testing requirements beyond that which would be required for a limited registration, and which is not specifically regulated by the state. The registration exemption for low voltage work allowed to be done by a homeowner and the permit exemption for this work by both a homeowner and duly licensed and registered electricians will remain. We have simply rearranged the verbiage in our local code to more clearly reflect these provisions. Additionally, several definitions were modified to be consistent with current state definitions, and other minor changes were made throughout the document for consistency or clarification.

An electronic version of the bill has been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

cc: Roscoe Leslie, County Attorney
Board of Electrical Examiners

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Electrical Standards

For the purpose of amending the Building Regulations Article, Title 2 – Construction Regulations, Subtitle II - Electrical Standards, for consistency with the Maryland Electricians Act as revised and adopted by the Maryland General Assembly during the 2021 and 2022 legislative sessions.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the Building Regulations Article, Title 2 – Construction Regulations, Subtitle II - Electrical Standards be repealed and reenacted to read as follows:

§ BR 2-201. Adoption of electrical code.

- (a) Adoption by resolution. The County Commissioners shall, by resolution, after a public hearing upon at least fifteen days' notice, adopt or amend an electrical code for the purpose of establishing rules and regulations for the installation, renewal, extension and reception of electrical wiring and electrical apparatus in existing buildings, structures or outdoor electrical displays or signs or in the construction, reconstruction, alteration or repair of buildings, structures or outdoor electrical displays or signs. The 1975 National Electrical Code as recommended by the National Fire Protection Association shall be in effect until amended or changed pursuant hereto.
- (b) Adopted code shall govern. When the terms of the electrical code so adopted are inconsistent with the terms hereof, the terms hereof shall be governing.
- (c) Services to conform to code. The code shall govern all electrical services regardless of whether or not such services are required to be done by licensed and registered personnel or inspection hereunder.

§ BR 2-202. Definitions.

As used in this Subtitle, the following terms shall have the meanings indicated:

BOARD - The Worcester County Board of Electrical Examiners.

CUT-IN CARD - The written authorization from the electrical inspector or authorized inspection agency to the power company in order to connect power to an electrical system.

DEPARTMENT - The Worcester County Department of Development, Review and Permitting or such other county department as the County Commissioners designate by resolution.

ELECTRICAL SERVICES - To provide any service in the electrical trade, including installing, repairing, maintaining, erecting, or altering any electrical equipment, wiring, fixture, appliance, apparatus, raceway, conduit, or system that:

- (1) generates, transmits, transforms, or uses electrical energy in any form for light, heat, power, or communication; and
- (2) is located within a plant, substation, or elsewhere.

ELECTRICAL WIRING SYSTEMS - Includes all electrical apparatus, electrical wiring, electrical fixtures and electrical supplies used as a part of any installation for the transmission or utilization of electrical energy. This shall include all equipment necessary to operate the physical plant and ventilating, heating, air-conditioning, refrigeration and water-heating systems, provided that said term shall not include portable lamps, electrical appliances and special manufacturing equipment separable from permanently fixed plug-in receptacles.

ELECTRICIAN LIMITED - A person authorized hereby by registration to engage in electrical services of the following types and having a sufficient knowledge of such type or types as determined by the Board: (1) electrically operated heating or air-conditioning equipment; (2) electrically operated refrigeration equipment; (3) electrically operated display signs; (4) electrically operated home appliances; (5) electrically operated fire alarm or detection systems; (6) other electrical apparatuses of a similar nature as the Board may determine by written regulation. An "electrician limited" may not work on multiphase electrical wiring systems or appliances unless he is specifically registered therefor by the Board.

LICENSE – A license issued by the State Board of Electricians to provide or assist in providing electrical services.

LICENSE PERMIT CLERK - The Clerk of the Department of Development, Review and Permitting or such other person as the County Commissioners designate by resolution.

MAINTENANCE OR REPAIR - Electrical services not including new installation (except by replacement of existing installations with the same as those replaced) and without additional installations or fixtures, an increase in electrical power consumption, change of phase, increase in service capacity or change in electrical characteristics.

MASTER ELECTRICIAN - An individual who has the experience, knowledge, and skill to provide electrical services in all aspects of the electrical trade, in a manner that complies with applicable plans, specifications, codes, or law.

NON-HAZARDOUS LOCATION - Any location not determined to be a hazardous (Classified) location pursuant to Article 500 of the National Electrical Code, as from time to time amended, duly adopted pursuant to § BR 2-201(a) hereof.

PERSON - Corporations, companies and partnerships, as well as individuals.

REGISTRATION – Authorization by the Board to provide electrical services in Worcester County.

SHELVING - The temporary placing of a registration with the Board in an inactive status.

WORKING UNDER SUPERVISION – Under the direction of and subject to the inspection of the supervising party (be the party a master electrician or electrician limited) and to the end that the supervising party shall be responsible for the services of one who works under him as though such services had been done by such supervising party and further subject to the registration provisions herein.

§ BR 2-203. Establishment of Board of Electrical Examiners.

- (a) There is hereby established a Board of Electrical Examiners of Worcester County.
- (b) **Members.** There shall be seven members of the Board, one of whom shall be an electrician currently engaged in the electrical contracting business in Worcester County, Maryland, and who has been so engaged in such business for at least five years prior to this appointment and one of whom shall be an electrician actively engaged in the electrical business in Worcester County. All shall be residents of Worcester County, Maryland.
- (c) **Appointment.** Members of the Board shall be appointed by the County Commissioners.
- (d) **Terms.** The initial term shall be two terms of one year, two terms of two years and three terms of three years. Subsequent to the initial term, all terms shall be three years.
- (e) **Removal.** Members of the Board may be removed for written cause by the County Commissioners after a hearing before said County Commissioners upon not less than fifteen days written notice.

§ BR 2-204. Removal of members.

The Worcester County Commissioners may remove any member of the Board from office upon written charges after an opportunity to be held by such member to be removed for misconduct, incompetency, neglect of duty or other sufficient cause.

§ BR 2-205. Compensation and expenses.

Members of the Board shall receive such allowance for expenses and such compensation as the County Commissioners shall from time to time determine.

§ BR 2-206. Organization and officers.

The Board shall hold an organizational meeting and annually elect a Chairman and two Vice Chairmen. The Board shall adopt rules of procedure to govern meetings of the Board and shall hold such meetings as the Chairman shall determine necessary and proper for the Board to carry out its prescribed duties.

§ BR 2-207. Registration requirements; exceptions.

- (a) Registration required. No person shall hold himself out to the public as being a qualified master electrician or electrician limited, as defined herein, or use such terms in connection with his name or otherwise assume, use or advertise any title or description tending to convey the impression that he is a master electrician or electrician limited unless such person has been duly licensed by the State Board of Electricians, and no person shall perform services upon or contract for services upon electrical wiring systems unless duly registered under the terms of this Subtitle.
- (b) Electrician limited. In order to perform electrical services as defined herein for an electrician limited, a person must be so registered as an electrician limited (with the proper endorsement on said registration to allow the services in such limited fields) or be registered as a master electrician.
- (c) Master electrician. In order to perform electrical services as defined herein for a master electrician, a person must be duly registered hereunder as a master electrician.
- (d) Display of license or registration. Any master electrician duly registered hereunder shall publicly display the wording "licensed master electrician" together with his State license number or the county registration number on the exterior of all motor vehicles used in connection with the registration holder's business.
- (e) Exceptions. The registration provisions of this Subtitle shall not apply to:
 - (1) Any electric light or power company, electric railway company, steam railway company, diesel railway company or telegraph, telephone or cable television company nor to any person performing the electrical services of any such company, when such services are part of the plan or service of the company in rendering its authorized service to the public.
 - (2) Any person installing decorative outdoor lighting operating at a nominal 50 volts or less and associated cabling and luminaries or electrical wiring systems operating at a nominal 50 volts or less such as but not limited to controls, communications, burglar alarms, audio, video and information technology systems when installed in a single-family dwelling used exclusively for living

purposes, provided that the person is the bona fide owner and occupant of such dwelling and said person purchases all material and personally performs all labor in connection therewith and provided that all work must be done in accordance with the code adopted herein and subject to inspection. However, if an electrical permit is required by the electrical code for the proposed work, an electrical permit must be obtained by a registered electrician and the work completed by a registered electrician.

- (3) Repair or maintenance within a commercial or industrial (nonresident) plant, facility or factory of equipment, electrical systems or machinery by regularly employed trained employees of the owners or operator of such plant, facility or factory.
- (f) Electrical services done by a corporation. Every firm, company or corporation performing services on electrical wiring systems in Worcester County shall have at least one duly registered natural person holding a registration of the proper class designated as registrant for the firm, company or corporation. Every registrant for a firm, company or corporation must be regularly engaged in supervising all the electrical services done by the firm, company or corporation and shall be responsible for all electrical services so supervised by him. No registration may be assigned to more than one firm, company or corporation. Assignments of registrations as contemplated hereby shall be done upon written request to the Board and only strictly in accordance herewith. All permits issued to a firm, company or corporation shall be issued in the name of the individual registrant.

§ BR 2-208. General requirements for registration.

- (a) Master electrician. In order to be registered as a master electrician, a person shall:
 - (1) Show proof of their active State license; and
 - (2) Pay the required registration fee.
- (b) Electrician limited. In order to be registered as an electrician limited, a person shall:
 - (1) Be at least eighteen years of age;
 - (2) Pass the test given by the Board or prove to the satisfaction of the Board that he is qualified to perform such electrical services;
 - (3) Provide proof of the required insurance as specified in § BR 2-211 hereof; and
 - (4) Pay the required registration fee.
- (c) Continuing education, electrician limited. Beginning with those registrations which will expire on the last day of December 2015 and henceforth with each subsequent biannual application for renewal of a registration, in addition to the renewal fee and any other

required information, each applicant for an electrician limited shall provide proof of continuing education from a course or training based on any article or update of the duly adopted National Electrical Code (NEC) or based on any code or standard of the National Fire Protection Association (NFPA) that relates to the provision of electrical services totaling not less than the following amounts, at least one-half of which must be obtained in a classroom setting:

- (1) One Continuing Education Unit (CEU) of training in accordance with the standards of the American National Standards Institution (ANSI)/International Association for Continuing Education and Training (IACET); or
- (2) Ten hours of continuing education from a provider approved by the Maryland Department of Labor, Licensing and Regulation (DLLR), Division of Occupational and Professional Licensing; or
- (3) Any combination of Subsections (c)(1) and (2) above that totals ten hours of continuing education.

§ BR 2-209. Applications and references.

Applications for registrations must: (1) be on forms prescribed and furnished by the Department; and (2) contain a statement made under oath showing the applicant's education and a detailed summary of his work experience and qualifications.

§ BR 2-210. Testing procedures.

In order to be certified by the Board as an electrician limited, applicants meeting the qualifications herein set forth shall be tested from their knowledge of those areas of electricity required by this Subtitle for the type of registration sought. The test shall be administered by the Board and may be written, practical, oral or by any method which the Board sees fit which will properly test the applicant's abilities and knowledge. The Board shall set standards for passage and failure of the test.

§ BR 2-211. General property and liability insurance.

- (a) Scope. The provisions of this section do not apply to a registrant on inactive status.
- (b) Insurance required. All persons holding an active electrical registration in Worcester County under the provisions of this Title shall:
 - (1) Maintain general liability insurance in the amount of at least \$300,000.00.
 - (2) Maintain property damage insurance in the amount of at least \$100,000.00.
 - (3) Submit proof of the required insurance to the Board of Electrical Examiners of Worcester County upon request.

- (c) **Renewal.** Each electrician limited requesting renewal of an electrical registration in Worcester County pursuant to the requirements of this Title shall submit proof of the required insurance with their application for renewal. Unless the applicant meets the insurance requirements of this section, the Board of Electrical Examiners of Worcester County shall not renew the registration to perform electrical services within Worcester County.
- (d) **Notice of cancellation.** If the insurance required under this section is canceled, the insured shall notify the Board of Electrical Examiners of Worcester County within 10 days after the date of cancellation and at the discretion of the Board of Electrical Examiners of Worcester County, the electrician's registration shall be revoked or shelved in accordance with the provisions of § BR 2-214(c) and § BR 2-215 hereof.

§ BR 2-212. Registrations; significance; notice; fees

- (a) **Issuance.** Upon certification of the Board, the Department shall issue a registration to any applicant who has complied with the requirements of this Subtitle and who, in the opinion of the Board, has satisfactorily met all requirements of this Subtitle. The registration shall indicate which classification of electrician the registrant has qualified for and shall:
 - (1) Show the full name of the registrant.
 - (2) Have a number.
 - (3) Be signed by the Chairman or Vice Chairman of the Board.
 - (4) State any limitations, in the case of an electrician limited.
- (b) **Rights and privileges.** The issuance of a registration by the Department shall be prima facie evidence that the registrant is entitled to all the rights and privileges of the classification of electrician named therein while the registration remains unrevoked or unexpired.
- (c) **Notification.** The Department shall promptly notify, in writing, the local electrical inspection authorities of all registrations approved, suspended or revoked.
- (d) **Registration holder working for corporation.** In the event that a registration holder proposes to work for a partnership or corporation as a registration holder for such partnership or corporation, such shall be noted on his registration.
- (e) **Transfer of registration unlawful.** It shall be unlawful for a person to rent, borrow, loan, sell, transfer, alter, mutilate or change an electrical registration.

- (f) Fees. Fees provided for under this Subtitle shall be as established by resolution of the Board of County Commissioners.

§ BR 2-213. Reciprocity.

Upon authorization of the Board, the Department shall, upon application therefor and the payment of the regular fee and without examination, issue a registration as an electrician limited to any person who holds such a registration or its equivalent issued to him by the proper authorities of any county, state or territory or district of the United States or of any country, provided that the requirements where the aforesaid registration was issued do not conflict with the provisions of this Subtitle and are of a standard not lower than that specified in this Subtitle for the classification to be issued by this Board and further provided that the same rights are given to duly registered electricians of this county within such jurisdiction.

§ BR 2-214. Expiration, renewals and shelving.

- (a) Expiration. Registrations shall expire on the thirty-first day of the second December following the registration's issuance or renewal.
- (b) Renewal. Renewal may be effected at any time during the months of November or December by payment of the annual renewal fee. In addition to the renewal fee, the registrant shall be required to pay a reinstatement fee for late renewal. Registrations shall become invalid if renewal does not take place within ninety days from the day of expiration.
- (c) Shelving. Any electrician duly registered hereunder may, upon written request, have his registration shelved. All registrations held by persons not actively engaged in the electrical business will be shelved. An annual fee may be charged during the shelving period and for shelving. No electrical services may be done under a shelved registration during periods of shelving. In the event the master electrician has been issued an inactive status certificate from the State Board of Electricians, proof of an active state license will be required to be provided to the Board before the local registration is reissued. In the event that a registration for an electrician limited has been shelved for a period of five years or more, the Board may, at its discretion, require an interview or retesting of a person asking to have his registration unshelved and may, upon failure of such person to satisfy the Board that he is still competent to hold said registration, decline to reissue.

§ BR 2-215. Revocation or suspension of registration.

- (a) Revocation of registration. The Board may revoke or suspend the registration of any registrant who is found guilty of:
- (1) Any fraud or deceit in obtaining the registration.
 - (2) Any gross negligence, incompetency or misconduct in supplying material or performing services as an electrician, electrical contractor or supervisor.

- (3) Permitting or causing defective electrical service if done deliberately, or if not corrected within fifteen days, or longer if necessary at the discretion of the Board, following notice thereof by the Board.
- (4) A conviction under the laws of the United States or any state for a felony; or a misdemeanor that is directly related to the fitness and qualification of the applicant or registrant to provide electrical service in accordance with the Building Occupations and Professions Article, § 6-316(a)(6) and (c), of the Annotated Code of Maryland, as from time to time amended.
- (5) Failure to maintain a valid State license.
- (6) Any violation hereof.
- (b) Charges. Any person may refer charges pursuant hereto against any registrant. Such charges shall be in writing and sworn to by the person making them at the time the charges shall be filed with the License Permit Clerk.
- (c) Hearing by Board. All charges, unless dismissed summarily by the Board as unfounded, frivolous or trivial, shall be heard by the Board within ninety days after the date on which they shall have been filed.
- (d) Procedure for hearing. The time and place for the hearing shall be fixed by the Board and a copy of the charges, together with a notice of the time and place of hearing, shall be personally served on or mailed to the last known address of the registrant, at least thirty days before the date fixed for the hearing. At any hearing, the accused registrant shall have the right to appear personally and by counsel, to cross-examine witnesses appearing against him and to produce evidence and witnesses in his own defense. If, after such hearing, a majority of the Board votes in favor of finding the accused guilty, the Board may revoke or suspend the registration of such registrant at the Board's discretion.
- (e) Action of Board. The maximum time of suspension that the Board may impose is one hundred eighty days. A revocation made by the Board may be permanent, subject to the provisions hereof.

§ BR 2-216. Reissuance of revoked or suspended registrations.

- (a) Reissuance of revoked registration. An electrician whose registration has been revoked may, after one year, become eligible for a new registration by meeting all of the requirements of this Subtitle and, for an electrician limited, upon the satisfactory completion of any examination as hereinafter provided; provided, however, that such registration holder did not engage in electrical services in Worcester County during the time of revocation and further provided that if a registration is revoked by the Board with a notation "permanent revocation," the applicant may not reapply for a period of five years and then only upon the unanimous consent of the Board.

- (b) Reissuance of suspended registration. Any electrician whose registration has been suspended may apply for reissuance of the registration upon the completion of the suspension term; provided, however, that such registration holder did not engage in electrical services in Worcester County during the time of his suspension. Such reapplication shall be reviewed by the Board and the registration issued unless cause to the contrary is shown. A reissuance fee may be charged.
- (c) Replacement of registration. A new registration to replace any registration lost, destroyed or mutilated may be issued, subject to the rules of the Board. A reissuance charge may be made.
- (d) Reexamination requirement. In any case of a revoked or suspended registration for an electrician limited, the Board may require reexamination or retesting of the applicant.

§ BR 2-217. Appeals.

- (a) Court review. Any person who is an interested party and is aggrieved by any decision of the Board of Electrical Examiners may appeal the same to the Circuit Court for Worcester County. If, upon the review of the proceedings of the Board, it shall appear to the Court that additional testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a referee to take such evidence as it may direct and report the same to the Court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the Court shall be made. The Court may reverse or affirm, wholly or partly, or may modify the decision brought up for review.
- (b) Court review procedure. An appeal to the Circuit Court of Worcester County, Maryland, shall be taken in the manner provided by the Maryland Rules 7-201 et seq..

§ BR 2-218. Applicability.

- (a) Applicable in unincorporated areas. The provisions of this Subtitle shall apply throughout the county but shall not apply within the corporate limits of any incorporated city or town within the county; provided, however, that if any such city or town may, by ordinance or resolution duly adopted by its governing body, adopt this Subtitle as enforceable within such corporate limits and request that it be enforced therein. Upon such appropriate legislative act by such governing body, this Subtitle shall be in full force and effect within the corporate limits of any municipality so adopting it.
- (b) Applicable in Snow Hill and Berlin. The incorporated Towns of Snow Hill and Berlin, having adopted Ordinance No. 30, as amended, of which this Subtitle is a recodification, with amendments, are hereby deemed to have adopted this Subtitle; provided, however, that such towns may, by ordinance or resolution duly adopted by their respective governing bodies, unadopt the provisions hereof at some time subsequent to the effective date hereof, it being the intention that the previous adoption of Ordinance No. 30, as

amended, by the Towns of Snow Hill and Berlin carry over as an adoption hereof unless such adoption is duly repudiated according to the terms hereof to the end that unless so repudiated or unadopted, the provisions of this Subtitle shall be applicable within the corporate limits of Snow Hill and Berlin.

§ BR 2-219. Permits and inspections.

- (a) Permit required. No person shall install any new or used electrical wires, conduits, machinery, apparatus or any kind of electrical equipment, fixtures, appliances or devices or perform service on electrical systems (except as hereinafter provided) without obtaining a permit and having such service or installation inspected as herein provided or without complying with § BR 2-207 herein, as from time to time amended.
- (b) Issuance. A permit for any such service shall be obtained from the Department before commencing such service. A fee may be charged for such permit. In the case of a bona fide emergency where eminent danger to life and property is present, service may be commenced; provided, however, that a permit must be obtained within seven hours of the next time the Department is open for business.
- (c) Inspection required. All services shall be inspected by a duly designated county inspector or inspection agency. No qualified county inspector shall approve a final cut-in card to any light or power company until all electrical service reasonably contemplated or required on any construction or electrical job or project has had a permit issued for its completion and construction or installation commenced.
- (d) Contract with private inspection agencies. The Board may designate and contract with private inspection agencies to perform any inspections. Fees charged by such agencies shall be the liability of the person requesting inspection.
- (e) Cut-in card required for connection. No light or power company, whether public or private, shall connect any current, light or power to any property without first obtaining a permanent or temporary cut-in card from the county inspector or inspection agency except in case of an emergency when service may be restored by a registered electrician prior to obtaining such cut-in card. No permanent or temporary cut-in cards shall be issued unless said cut-in cards are requested by a registered electrician, except for services being done or which has been done by persons who are not required to be registered under the provisions of this Subtitle.
- (f) Permit exception. The following electrical services shall not require an inspection or a permit:
 - (1) An electrical installation which is single phase, of twenty amperes/one hundred twenty volts AC or less and installed in an existing structure.
 - (2) The installation of decorative outdoor lighting operating at a nominal 50 volts or less and associated cabling and luminaries or electrical wiring systems operating

at a nominal 50 volts or less such as but not limited to controls, communications, burglar alarms, audio, video and information technology systems when installed in one- and two-family dwelling units.

- (g) Inspection exception. Insertion in electrical circuits of devices or appliances which are properly designed for such insertion or with the replacement of existing sockets, fixtures, controls, motors or fuses with like material where no additional wiring is involved shall not be subject to inspection.

§ BR 2-220. Qualifications of inspectors.

The Board shall set qualifications for electrical inspectors. In the case of individual inspectors, each proposed inspector shall be qualified individually by the Board. In the case of an inspection agency, each individual inspector within Worcester County shall be duly qualified by the Board. The Board shall issue a registration to each individual electrical inspector and may charge an annual fee therefor. In the event that the electrical inspector is in the employ of an approved agency, the agency's name shall also appear on the registration. Electrical inspectors shall be bonded or insured to the satisfaction of the Board. It shall be unlawful for any person to perform electrical inspections or hold himself out to the public as a qualified electrical inspector under the terms of this Subtitle unless duly registered hereunder.

§ BR 2-221. Right of entry.

Electrical inspectors and members of the Board shall have all such rights of entry as are necessary and proper to ensure compliance herewith.

§ BR 2-222. Violations.

Any person who violates the provisions of this Subtitle shall be guilty of a civil infraction.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED THIS _____ day of _____, 20_____.



COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr., VICE PRESIDENT
 Caryn Abbott
 Theodore J. Elder
 Eric J. Fiori
 Joseph M. Mitrecic
 Diana Purnell

OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

December 9, 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 (21), which have current or upcoming vacancies (69). 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.

Please Note: LDCOD – Cam Bunting, available for reappointment (At-Large, Fiori),
Recreation Advisory Bd. - Alvin Handy (Purnell) and John Gehrig (Mitrecic) are available for reappointment.
Social Services Advisory Bd. - Diana Purnell, Mary White (At-Large) and Voncelia Brown (Fiori) are available for reappointment.
Youth Council – 2 available for reappointment and 16 are nominated.

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- J.T. Novak – Term Ending – Bd. Of Electrical Examiners
- James Spicknall – Term Ending – WWW – Ocean Pines Advisory

Commissioner Purnell – You have Five (5) positions open:

- Roy Case – Term Ending – Bd. Of Electrical Examiners
- Theophilus Hobbs – Term Ending – LMB
- Alvin Hondo Handy – Term Ending – Recreation Advisory Bd.
- Gregory Purnell – Term Ending – Tourism Advisory Committee
- Lisa Bowen – Term Ending – Bd. Of Zoning Appeals

Commissioner Bunting - You have Three (3) positions open:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Debbie Hileman – Term Ending – Housing Review Bd.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott - You have Three (3) positions open:

- Mickey Ashby – Term Ending – Ethics Bd.
- George Linvill - Term Ending – Solid Waste Advisory Board
- Larry Fykes – Term Ending – Bd. Of Zoning Appeals

Commissioner Mitrecic - You have Two (2) positions open:

- Jake Mitrecic – Resigned – Housing Review Bd.
- John Gehrig – Term Ending – Recreation Advisory Bd.

Commissioner Fiori - You have Twelve (12) positions open:

- Jim Wilson – Term Ending – Building Code Appeals Bd.
- Chase Church – Resigning – Housing Review Bd.
- Gee Williams – Term Ending – Local Development Council Ocean Downs
- Cam Bunting – Local Development Council Ocean Downs – Available for Reappointed, Berlin – Resident
- Voncecia Brown – Term Ending – Social Services Bd – Available for Reappointment
- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Krueger - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -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
- Mary “Liz” Mumford -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
-

Commissioner Elder - You have Seven (7) positions open:

- Ed Phillips – Term Ending – Agricultural Preservation Advisory Bd.
- Alan Hudson – Term Ending - Agricultural Preservation Advisory Bd.
- Tom Babcock – Term Ending – Agricultural Reconciliation Bd. – At Large
- Mark Bargar – Term Ending - Building Codes Appeal Bd.
- Carl Smith – Term Ending – Bd. Of Electrical Examiners
- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Term Ending – Commission For Women

All Commissioners:

- **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra
- Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- **(4) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
3-Term Endings – Eric Gray, Sue Abell-Rodden and Col. Douglas Dods
- **(3) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, Gee Williams (Fiori), David Massey (At-Large-Business O.P.),
- **(1) – LDCODC** – available and in agreement to be **reappointed** – Cam Bunting-(Fiori)
Business, Berlin
- **(2) – Social Services Advisory Board – Reappoint Commissioner Purnell and Mary White At-Large,** See attached letter.
- **(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
-
- **(7) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) does not choose to be reappointed
Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
(4) Term Ending- Mary Mumford (At-Large-W.O.C.), Coleen Colson (DSS), Hope Carmean (Elder) and Windy Phillips (Bd. Of Ed.)
- **(18) – Youth Council – Reappoint** two members – Roberson and Rutzler,
Nominate - 16 new members

Pending Board Appointments - By Commissioner**District 1 - Abbott**

- p. 13- Mickey Ashby – Term Ending – Ethics Bd.
- p. 21- George Linvill - Term Ending – Solid Waste Advisory Board
- p. 32- Larry Fykes – Term Ending – Bd. Of Zoning Appeals

District 2 - Purnell

- p.12- Roy Case – Term Ending – Bd. Of Electrical Examiners
- p 15- Theophilus Hobbs – Term Ending – LMB
- p.17- Alvin Hondo Handy – Term Ending – Recreation Advisory Bd.
- p.22- Gregory Purnell – Term Ending – Tourism Advisory Committee
- p.32- Lisa Bowen – Term Ending – Bd. Of Zoning Appeals

District 3 - Fiori

- p. 9- Jim Wilson – Term Ending – Building Code Appeals Bd.
- p. 14- Chase Church – Resigning – Housing Review Bd.
- p. 16- Gee Williams – Term Ending – Local Development Council Ocean Downs
- p. 16- Cam Bunting – Local Development Council Ocean Downs – Available for Reappointed
- p. 18- Voncelia Brown – Term Ending – Social Services Bd – Available for Reappointment
- p.23- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- p.23- Matthew Krueger - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic H.
- p.23- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- p.23- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- p.25- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- p.26- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- p.26- Mary “Liz” Mumford -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

District 4 - Elder

- p.7- Ed Phillips – Term Ending – Agricultural Preservation Advisory Bd.
- p.7- Alan Hudson – Term Ending - Agricultural Preservation Advisory Bd.
- p.8- Tom Babcock – Term Ending – Agricultural Reconciliation Bd. – At Large
- p.9- Mark Bargar – Term Ending - Building Codes Appeal Bd.
- p.12- Carl Smith – Term Ending – Bd. Of Electrical Examiners
- p.21- George Dix – Term Ending – Solid Waste Advisory Bd.
- p.26- Hope Carmean – Term Ending – Commission For Women

District 5 - Bertino

- p.8- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- p.12- J.T. Novak – Term Ending – Bd. Of Electrical Examiners
- p.24- James Spicknall – Term Ending – WWW – Ocean Pines Advisory

District 6 - Bunting

- p. 13- David Deutsch– Ethics Board –
- p. 14- Debbie Hileman Term Ending – Housing Review Bd.
- p. 26- Susan Childs - resigned– Commission For Women

District 7 - Mitrecic

- p.14- Jake Mitrecic – Resigned – Housing Review Bd.
- p.17 John Gehrig – Term Ending – Recreation Advisory Bd.

All Commissioners:

- p. 5- (5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra
- Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- q. 10 - (4) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
3-Term Endings – Eric Gray, Sue Abell-Rodden and Col. Douglas Dods
- r. 16 - (3) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, Gee Williams (Fiori), David Massey (At-Large-Business O.P.),
(1) – LDCODC – available and in agreement to be **reappointed** – Cam Bunting-(Fiori) Business, Berlin
- p. 18 - (2) – Social Services Advisory Board – Reappoint Commissioner Purnell and Mary White At-Large,**
see attached letter.
- p. 23 - (3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- p. 25- (1)- Water and Sewer Advisory Council- West Ocean City-(1) Term Endings-Dec. 21 - Keith Swanton**
- p. 26 - (7) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori), Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
(4) Term Ending- Mary Mumford (At-Large-W.O.C.), Coleen Colson (DSS), Hope Carmean (Elder) and Windy Phillips (Bd. Of Ed.)
- q. 28 - (18) – Youth Council – Reappoint** two members – Roberson and Rutzler, **Nominate** - 16 new members, See attached List.

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

Number/Term: 11/3 year terms
Terms expire December 31st

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

Meetings: Semi-annually

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

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

Current Members:

| <u>Member's Name</u> | <u>Representing</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------------------------|--------------------------------|
| Dr. Kenneth Widra | Psychiatrist | 18-21 |
| Dr. William Greer | Physician | 07-10-13-16-19, 19-22 |
| Richard Collins | Lawyer | 95-98-01-04-07-10-13-16 -19-22 |
| Nancy Howard | Lay Person | *17-19, 19-22 |
| Connie Wessels | Lay Person | *15-16-19, 19-22 |
| Brandy Trader | Non-profit Soc. Service Rep. | *15-17, 17-20, 20-23 |
| LuAnn Siler | Commission on Aging Rep. | 17-20, 20-23 |
| Jack Ferry | Professional in field of disabilities | *14-14-17-20, 20-23 |
| Thomas Donoway | Person with physical disability | 17-20, 20-23 |
| Roberta Baldwin | Local Dept. Rep. - Social Services | 03-06-09-12-15-18-21-24 |
| Melissa Banks | Public Health Nurse | *02-03-06-09-12-15-18-21-24 |

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

Since 1972

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul FloryBarbara Duerr
Craig Horseman
Faye 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)

Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

AGRICULTURAL PRESERVATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

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

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

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Terms (Year)</u> |
|----------------------|---------------------|------------------|------------------------|
| Ed Phillips (O-O) | Elder | D-4, Whaleyville | 05-10-14-18, 18-22 |
| Alan Hudson (O-O) | Elder | D-4, Berlin | 14-18, 18-22 |
| Christian Martin | Purnell | D-2, Berlin | 22 -23 |
| Curt Lambertson | Elder | D-4, Snow Hill | 15-19, 19-23 |
| Kelley Gravenor | Elder | D-4, Snow Hill | *14 16-20, 20-24 |
| Kathy Drew | Bunting | D-6, Bishopville | * 06-09-13 17-21,21-25 |
| Glen Holland (O-O) | Abbott | D-1, Pocomoke | 13-17-21-25 |

Prior Members:

| | |
|------------------------------|------------------------------|
| Norman Ellis | Frank Baker (98-01) |
| Richard Bradford | Ed Anderson (98-03) |
| Charles Fulton | Robert Gray (00-05) |
| Elmer Hastings | Orlando Bishop (01-06) |
| David Stevens | Roger Richardson (96-07) |
| Curtis Shockley | Anne Hastings (06-11) |
| Gerald Redden | Earl Ludey (07-13) |
| William Sirman, Jr. | George Lee Clayville (00-14) |
| Harold Purnell | Sandra Frazier (03-14) |
| Chauncy Henry (96-97) | Donnie Powell (06-15) |
| Lieselotte Pennewell (93-98) | Bill Bruning(O-O) (11-19) |
| Carlton Magee (90-00) | Billy Thompson (19-23) |
| Harry Mitchell (90-00) | |

* = Appointed to fill an unexpired term

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

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

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Ag/Forest Industry</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|---------------------------|----------------|--------------------------|
| George Solyak | At-Large | No | Ocean Pines | 18-22 |
| Tom Babcock | At-Large | No | Whaleyville | 14-18, 18-22 |
| Stacey Esham | Forestry Bd. | Yes | Berlin | 12-16-20, 20-24 |
| Brooks Clayville | Farm Bureau | Yes | Snow Hill | 00-04-08-12-16-20, 20-24 |
| Dean Ennis | Farm Bureau | Yes | Pocomoke | 06-10-14-18-22-26 |

Prior Members: Since 2000

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

BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

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

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|-----------------------------|----------------------------|-----------------------|--------------------------------|
| Mark Bargar | D-4 - Elder | Berlin | 14-18, 18-22 |
| Jim Wilson | D-3 - Fiori | Berlin | 02-06-10-14-18, 18-22 |
| Elbert Davis | D-2 - Purnell | Snow Hill | *03-03-07-11-15-19, 19-23 |
| Bill Paul | D-7 - Mitrecic | Ocean Pines | 15-19, 19-23 |
| Kevin Holland | D-1 - Abbott | Pocomoke | 96-04-08-12-16-20, 20-24 |
| James Spicknall | D-5 - Bertino | Ocean Pines | 04-08-12-16-20, 20-24 |
| Mike Poole | D-6 - Bunting | Bishopville | 17-21, 21-25 |

Prior Members:

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

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

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

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

Advisory Members

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

Prior Members:

Since 2004

| | |
|-----------------------------------|-------------------------------|
| Vince Gisriel | Peter Buesgens |
| Michael McDermott | Aaron Dale |
| Marion Butler, Jr. | Garry Mumford |
| Judge Richard Bloxom | Sharon Smith |
| Paula Erdie | Jennifer Standish |
| Tom Cetola | Karen Johnson (14-17) |
| Gary James (04-08) | Rev. Bill Sterling (13-17) |
| Vickie Wrenn | Kat Gunby (16-18) |
| Deborah Winder | William McDermott |
| Garry Mumford | Sheriff Reggie Mason |
| Judge Theodore Eschenburg | Colleen Wareing (*06-19) |
| Andrea Hamilton | Rev. Matthew D'Amario(*18-21) |
| Fannie Birkhead | Donna Nordstron *(19-21) |
| Sharon DeMar Reilly | Jennifer LaMade (*12-22) |
| Lisa Gebhardt | |
| Jenna Miller | |
| Dick Stegmaier | |
| Paul Ford | |
| Megan Griffiths | |
| Ed Barber | |
| Eloise Henry-Gordy | |
| Lt. Lee Brumley | |
| Ptl. Noal Waters | |
| Ptl. Vicki Fisher | |
| Chief John Groncki | |
| Chief Arnold Downing | |
| Frank Pappas | |
| Captain William Harden | |
| Linda Busick (06-10) | |
| Sheriff Chuck Martin | |
| Joel Todd | |
| Diane Anderson (07-10) | |
| Joyce Baum (04-10) | |
| James Yost (08-10) | |
| Ira "Buck" Shockley (04-13) | |
| Teresa Fields (08-13) | |
| Frederick Grant (04-13) | |
| Doris Moxley (04-14) | |
| Commissioner Merrill Lockfaw | |
| Kelly Green (08-14) | |
| Sheila Warner - Juvenile Services | |
| Chief Bernadette DiPino - OCPD | |
| Chief Kirk Daugherty -SHPD | |
| Mike Shamburek - Hudson Health | |
| Shirleen Church - BOE | |
| Tracy Tilghman (14-15) | |
| Marty Pusey (04-15) | |
| Debbie Goeller | |

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

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

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

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

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

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|-----------------------------|----------------------------|-----------------------|--------------------------------|
| Roy M. Case (ME) | D-2, Purnell | Berlin | 10-13-16-19, 19-22 |
| Carl Smith (ME-5) | D-4, Elder | Snow Hill | 98-10-13-16-19, 19-22 |
| J.T. Novak (ME-5) | D-5, Bertino | Ocean Pines | 07-10-13-16-19, 19-22 |
| Michael Patchett (ME-5) | D-7, Mitrecic | West Ocean City | 08-11-14-17-20, 20-23 |
| Kenneth Lambertson (ME-5) | D-1, Abbott | Pocomoke | 96-11-14-17-20, 20-23 |
| Steve Kolarik (EG-5) | D-6, Bunting | Bishopville | 12-21, 21-24 |
| Duane Duncan (ME-5) | D-3, Fiori | Berlin | *05-12-15-18-21-24 |

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

Prior Members: (Since 1972)

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

* = Appointed to fill an unexpired term

Updated: March 1, 2021
Printed: November 28, 2022

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| David Deutsch | D-6, Bunting | Ocean Pines | 17-21 |
| Mickey Ashby | D-1, Abbott | 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, Fiori | 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) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| 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) | |

* = Appointed to fill an unexpired term

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:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Terms(s)</u> |
|-----------------------------|----------------------------|-----------------------|---------------------------------|
| 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(resigning) |
| Keri-Ann F. Byrd | D-1, Nordstrom | Pocomoke | 22-25 |

Prior Members:

| | | |
|----------------------------|----------------------------|-----------------|
| Phyllis Mitchell | Wardie Jarvis, Jr. (96-03) | C.D. Hall 10-22 |
| 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) | |
| Larry Duffy (90-00) | John Glorioso (*06-19) | |
| Patricia McMullen (00-02) | Sharon Teagle (00- 20) | |
| William Merrill (90-01) | Davida Washington (*21-21) | |
| Debbie Rogers (92-02) | Donna Dillion (08-22) | |

* = Appointed to fill an unexpired term

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

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

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

Appointed by: County Commissioners

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

Compensation: \$100 Per Meeting for Private Sector Members

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

Meetings: Monthly

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides/Representing</u> | <u>Years of Term(s)</u> |
|----------------------|-----------------------|-------------------------------|-------------------------|
| Jennifer LaMade | <i>Ex officio</i> | Core Service Agency | Indefinite |
| Rebecca Jones | <i>Ex officio</i> | Health Department | Indefinite |
| Spencer "Lee" Tracey | <i>Ex officio</i> | Juvenile Justice | Indefinite |
| Louis H. Taylor | <i>Ex officio</i> | Board of Education | Indefinite |
| Roberta Baldwin | <i>Ex officio</i> | Department of Social Services | Indefinite |
| Theophilus Hobbs IV | At-Large - D. Purnell | Snow Hill | 19-22 |
| Dr. Mark Bowen | At-Large - D. Purnell | Snow Hill | 20-23 |
| Amy Rothermel | At-Large - Mitrecic | Ocean City | 17-20, 20-23 |
| Mark Frostrom | At-Large - Abbott | Pocomoke City | *99-12-15-18-21-24 |

Prior Members (since 1994):

| | | |
|-----------------------------|-----------------------------|-----------------------------|
| Tim King (97) | Kathy Simon | Ira Shockley (03-19) |
| Sandra Oliver (94-97) | Vickie Stoner Wrenn | Eloise Henry-Gordy *(07-20) |
| Velmar Collins (94-97) | Robin Travers | |
| Catherine Barbierri (95-97) | Jordan Taylor (09) | |
| Ruth Geddie (95-98) | Aaron Marshall (09) | |
| Rev. Arthur George (94-99) | Allen Bunting (09) | |
| Kathey Danna (94-99) | LaTrele Crawford (09) | |
| Sharon Teagle (97-99) | Sheriff Charles T. Martin | |
| Jeanne Lynch (98-00) | Joel Todd, State's Attorney | |
| Jamie Albright (99-01) | Ed Montgomery (05-10) | |
| Patricia Selig (97-01) | Edward S. Lee (07-10) | |
| Rev. Lehman Tomlin (99-02) | Toni Keiser (07-10) | |
| Sharon Doss | Judy Baumgartner (07-10) | |
| Rick Lambertson | Claudia Nagle (09-10) | |
| Cyndy B. Howell | Megan O'Donnell (10) | |
| Sandra Lanier (94-04) | Kiana Smith (10) | |
| Dr. James Roberts (98-04) | Christopher Bunting (10) | |
| Dawn Townsend (01-04) | Simi Chawla (10) | |
| Pat Boykin (01-05) | Jerry Redden | |
| Jeannette Tresler (02-05) | Jennifer Standish | 2022 |
| Lou Taylor (02-05) | Anne C. Turner | |
| Paula Erdie | Marty Pusey | 2022 |
| Rev. Pearl Johnson (05-07) | Virgil L. Shockley | |
| Peter Fox (05-07) | Dr. Jon Andes (96-12) | |
| Lou Etta McClafin (04-07) | Dr. Ethel M. Hines (07-13) | |
| Bruce Spangler (04-07) | Deborah Goeller | |
| Sharon DeMar Reilly | Andrea Watkins (13-17) | |
| | Sheila Warner (Indefinite) | |

Updated: March 15,

Printed: March 16,

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

ITEM 19

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Represents/Resides</u> | <u>Years of Term(s)</u> |
|--------------------------------|---------------------|---------------------------|-------------------------|
| Mark Wittmyer | At-Large | Business - Ocean Pines | 15-19 |
| Gee Williams ^c | Dist. 3 - Fiori | 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 | 14-18-22-26 |
| Wayne A. Hartman | Indefinite | Maryland Delegate | 18-22-26 |
| Charles Otto | Indefinite | Maryland Delegate | 14-18-22-26 |
| 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 |
| Kerrie Bunting | Dist. 4 - Elder | Resident - Snow Hill | *22-24 |
| Mayor Rick Meehan ^c | At-Large | Business - Ocean City | *09-12-16-20-24 |
| Bob Gilmore | Dist. 5 - Bertino | Resident - Ocean Pines | *19-21, 21-25 |
| Matt Gordon | Dist. 1 - Abbott | Resident - Pocomoke | 19-22, 22-26 |

Prior Members:

J. Lowell Stoltzfus ^c (09-10)
Mark Wittmyer ^c (09-11)
John Salm ^c (09-12)
Mike Pruitt ^c (09-12)
Norman H. Conway ^c (09-14)
Michael McDermott (10-14)
Diana Purnell ^c (09-14)
Linda Dearing (11-15)
Todd Ferrante ^c (09-16)

Since 2009

Joe Cavilla (12-17)
James N. Mathias, Jr. ^c (09-18)
Ron Taylor ^c (09-14)
James Rosenberg (09-19)
Rod Murray ^c (*09-19)
Gary Weber (*19-21)

Charlie Dorman (12-19)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

RECREATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| Alvin Handy | D-2, Purnell | Ocean City | 06-10-14-18, 18-22 |
| John Gehrig | D-7, Mitrecic | Ocean City | 14-18, 18-22 |
| Joseph Stigler | D-4, Elder | Snow Hill | *21-23 |
| Mike Hooks | D-1, Abbott | Pocomoke | 12-16-20, 20-24 |
| Missy Denault | D-5, Bertino | Berlin | *15-16-20, 20-24 |
| William Gabeler | D-6, Bunting | Ocean Pines | 21-25 |
| Norman Bunting, Jr. | D-3, Fiori | Berlin | *16-17-21-25 |

Prior Members: Since 1972

| | | | |
|--------------------|------------------------|------------------------------|-------------------------|
| Howard Taylor | Cyrus Teter | Gregory Purnell (83-96) | Sonya Bounds (12-15) |
| Arthur Shockley | Warren Mitchell | Vernon Redden, Jr. (83-98) | Burton Anderson (05-15) |
| Rev. Ray Holsey | Edith Barnes | Richard Ramsay (93-98) | William Regan (02-16) |
| William Tingle | Glen Phillips | Mike Daisy (98-99) | Shawn Johnson (15-19) |
| Mace Foxwell | Gerald Long | Cam Bunting (95-00) | Devin Bataille (19-20) |
| Nelson Townsend | Lou Ann Garton | Charlie Jones (98-03) | Chris Klebe (*11-21) |
| J.D. Townsend | Milton Warren | Rick Morris (03-05) | |
| Robert Miller | Ann Hale | Gregory Purnell (97-06) | |
| Jon Stripling | Claude Hall, Jr. | George "Eddie" Young (99-08) | |
| Hinson Finney | Vernon Davis | Barbara Kissel (00-09) | |
| John D. Smack, Sr. | Rick Morris | Alfred Harrison (92-10) | |
| Richard Street | Joe Lieb | Janet Rosensteel (09-10) | |
| Ben Nelson | Donald Shockley | Tim Cadotte (02-12) | |
| Shirley Truitt | Fulton Holland (93-95) | Craig Glover (08-12) | |
| | | Joe Mitrecic (10-14) | |

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|-----------------------------|----------------------------|-----------------------|--------------------------------|
| Diana Purnell | ex officio - Commissioner | | 14-18, 18-22 |
| Voncelia Brown | D-3, Fiori | Berlin | 16-19, 19-22 |
| Mary White | At-Large | Berlin | *17-19, 19-22 |
| Nancy Howard | D-2, Purnell | Ocean City | 09-16-17-20, 20-23 |
| Karen Hammer | D-4, Elder | Snow Hill | 21-24 |
| Harry Hammond | D-6, Bunting | Bishopville | 15-21, 21- 24 |
| Shelly Daniels | D-1, Abbott | Pocomoke City | 22-25 |
| Rebecca Colt-Ferguson | D-7, Mitrecic | Ocean City | 22-25 |
| Janice Chiampa | D-5, Bertino | Ocean Pines | 22-25 |

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD

(Continued)

Prior Members: (Since 1972)

| | |
|-------------------------------|--------------------------------|
| James Dryden | Jeanne Lynch (00-02) |
| Sheldon Chandler | Michael Reilly (00-03) |
| Richard Bunting | Oliver Waters, Sr. (97-03) |
| Anthony Purnell | Charles Hinz (02-04) |
| Richard Martin | Prentiss Miles (94-06) |
| Edward Hill | Lakeshia Townsend (03-06) |
| John Davis | Betty May (02-06) |
| Thomas Shockley | Robert "BJ" Corbin (01-06) |
| Michael Delano | William Decoligny (03-06) |
| Rev. James Seymour | Grace Smearman (99-07) |
| Pauline Robertson | Ann Almand (04-07) |
| Josephine Anderson | Norma Polk-Miles (06-08) |
| Wendell White | Anthony Bowen (96-08) |
| Steven Cress | Jeanette Tressler (06-09) |
| Odetta C. Perdue | Rev. Ronnie White (08-10) |
| Raymond Redden | Belle Redden (09-11) |
| Hinson Finney | E. Nadine Miller (07-11) |
| Ira Hancock | Mary Yenney (06-13) |
| Robert Ward | Dr. Nancy Dorman (07-13) |
| Elsie Bowen | Susan Canfora (11-13) |
| Faye Thornes | Judy Boggs (02-14) |
| Frederick Fletcher | Jeff Kelchner (06-15) |
| Rev. Thomas Wall | Laura McDermott (11-15) |
| Richard Bundick | Emma Klein (08-15) |
| Carmen Shrouck | Wes McCabe (13-16) |
| Maude Love | Nancy Howard (09-16) |
| Reginald T. Hancock | Judy Stinebiser (13-16) |
| Elsie Briddell | Arlette Bright (11-17) |
| Juanita Merrill | Tracey Cottman (15-17) |
| Raymond R. Jarvis, III | Ronnie White (18-19) |
| Edward O. Thomas | Wayne Ayer *(19-20) |
| Theo Hauck | Faith Coleman (15-21) |
| Marie Doughty | Cathy Gallagher (*13-20) |
| James Taylor | Sharon Dryden (*20-21) |
| K. Bennett Bozman | Marie Campione-Lawrence(16-20) |
| Wilson Duncan | |
| Connie Quillin | |
| Lela Hopson | |
| Dorothy Holzworth | |
| Doris Jarvis | |
| Eugene Birckett | |
| Eric Rauch | |
| Oliver Waters, Sr. | |
| Floyd F. Bassett, Jr. | |
| Warner Wilson | |
| Mance McCall | |
| Louise Matthews | |
| Geraldine Thweat (92-98) | |
| Darryl Hagy (95-98) | |
| Richard Bunting (96-99) | |
| John E. Bloxom (98-00) | |
| Katie Briddell (87-90, 93-00) | |
| Thomas J. Wall, Sr. (95-01) | |
| Mike Pennington (98-01) | |
| Desire Becketts (98-01) | |
| Naomi Washington (01-02) | |
| Lehman Tomlin, Jr. (01-02) | |

* = Appointed to fill an unexpired term



DEPARTMENT OF HUMAN SERVICES

Worcester County
Department of Social Services

Roberta Baldwin
 Director

Tammy Jones
 Assistant Director
 Services

Evelyne Tyndall
 Assistant Director
 Family Investment

Mary Beth Quillen
 Assistant Director
 Administration

Renee Reid
 Assistant Director
 Child Support

MAIN OFFICE
 299 Commerce Street
 P.O. Box 39
 Snow Hill, Maryland 21863

Telephone: 410-677-6800
 Fax: 410- 677-6810
 TTY: 410-677-6800

Website:
www.dhr.maryland.gov/local-offices/worcester-county/

November 16, 2022

Joseph M. Mitrecic, President
 Worcester County Office of the Commissioners
 Worcester County Government Center
 One West Market St., Room 1103
 Snow Hill, MD 21863

RE: Re-Appointment to the Worcester County DSS Advisory Board

Dear Mr. Mitrecic,

I am writing regarding Advisory Board membership which includes the re-appointment of two (2) existing members. I am recommending the re-appointment of Dr. Voncelia S. Brown and Ms. Mary White. Both have eagerly accepted. Their contact information is listed below:

Dr. Voncelia S. Brown
 6024 South Point Road
 Berlin, MD 21811

Ms. Mary White
 9114 Lincoln Lane
 Berlin, MD 21811

Please feel free to contact me if any additional information is needed.

Thank you for your assistance.

Sincerely,

Roberta Baldwin, LCSW-C
 Director

CC: Weston Young, Chief Administrative Officer



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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

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

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|---------------------------|-----------------------|----------------|-------------------------|
| George Linvill | D-1, Nordstrom | Pocomoke | 14-18, 18-22 |
| George Dix | D-4, Elder | Snow Hill | *10-10-14-18, 18-22 |
| John O'Brien | D-6, Bunting | Bishopville | *22-23 |
| Granville Jones | D-7, Mitrecic | Berlin | *15-16-20, 20-24 |
| Michelle Beckett-El Soloh | Town of Pocomoke City | | *19-20, 20-24 |
| Michael Pruitt | Town of Snow Hill | | *22-24 |
| Don Furbay | D-3, Church | Berlin | 20-24 |
| James Charles | Town of Berlin | | 21-25 |
| Brain Scarborough | Town of Ocean City | | 21-25 |
| Vaughn White | D-2, Purnell | Berlin | *19-21, 21-25 |
| Bob Gilmore | D-5, Bertino | Ocean Pines | *21-22, 22-26 |

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)
 Richard Malone (94-01)
 William McDermott (98-03)
 Fred Joyner (99-03)

Hugh McFadden (98-05)
 Dale Pruitt (97-05)
 Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)
 John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)
 Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)

Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)
 Wendell Purnell (97-18)
 George Tasker (*15-20)
 Rodney Bailey *19
 Steve Brown *10-19
 Bob Augustine 16-19
 Michael Pruitt *15-19
 James Rosenburg (*06-19)
 Jamey Latchum *17-19
 Hal Adkins (*20-21)
 Mike Poole (11-22)

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

Appointed by: County Commissioners

Function: Advisory

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

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

Compensation: \$100 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)²</u> |
|----------------------|---------------------|-----------------|-------------------------------------|
| Gregory Purnell | D-2, Purnell | Berlin | 14-18, 18-22 |
| Barbara Tull | D-1, Abbott | Pocomoke | 03-11-15-19, 19-23 |
| Ruth Waters | D-6, Bunting | Bishopville | 19-23 |
| Elena Ake | D-3, Fiori | West Ocean City | *16-20, 20-24 |
| Josh Davis | D-5, Bertino | Berlin | *19-21, 21-25 |
| Lauren Taylor | D-7, Mitrecic | Ocean City | 13 17-21, 21-25 |
| Kerrie Anne Bunting | D-4, Elder | Snow Hill | 21-25 |

Prior Members: Since 1972

| | | |
|-----------------------------------|-----------------------------|--------------------|
| Isaac Patterson ¹ | Klein Leister (99-03) | Michael Day *19-21 |
| Lenora Robbins ¹ | Bill Simmons (99-04) | |
| Kathy Fisher ¹ | Bob Hulburd (99-05) | |
| Leroy A. Brittingham ¹ | Frederick Wise (99-05) | |
| George "Buzz" Gering ¹ | Wayne Benson (05-06) | |
| Nancy Pridgeon ¹ | Jonathan Cook (06-07) | |
| Marty Batchelor ¹ | John Glorioso (04-08) | |
| John Verrill ¹ | David Blazer (05-09) | |
| Thomas Hood ¹ | Ron Pilling (07-11) | |
| Ruth Reynolds (90-95) | Gary Weber (99-03, 03-11) | |
| William H. Buchanan (90-95) | Annemarie Dickerson (99-13) | |
| Jan Quick (90-95) | Diana Purnell (99-14) | |
| John Verrill (90-95) | Kathy Fisher (11-15) | |
| Larry Knudsen (95) | Linda Glorioso (08-16) | |
| Carol Johnsen (99-03) | Teresa Travatello (09-18) | |
| Jim Nooney (99-03) | Molly Hilligoss (15-18) | |
| Barry Laws (99-03) | Denise Sawyer (*18-19) | |
| | Isabel Morris (11-19) | |

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

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

Prior Members: (Since 2005)

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

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

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

| <u>Name</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|-----------------------------|-----------------------|--------------------------------|
| James Spicknall | Ocean Pines | 07-10-14-18, 18-22 |
| Frederick Stiehl | Ocean Pines | *06-08-12-16-20, 20-24 |
| John F. (Jack) Collins, Jr. | Ocean Pines | *18-21, 21-25 |
| William Gabeler | Ocean Pines | 22 - 26 |
| Robert Kane | Ocean Pines | 22-26 |

Prior Members: (Since 1993)

Andrew Bosco (93-95)
 Richard Brady (96-96, 03-04)
 Michael Robbins (93-99)
 Alfred Lotz (93-03)
 Ernest Armstrong (93-04)
 Jack Reed (93-06)
 Fred Henderson (04-06)
 E. A. "Bud" Rogner (96-07)
 David Walter (06-07)
 Darwin "Dart" Way, Jr. (99-08)
 Aris Spengos (04-14)
 Gail Blazer (07-17)
 Mike Hegarty (08-17)
 Michael Reilly (14-18)
 Bob Poremski (17-20)
 Gregory Sauter (17-21)

* = Appointed to fill an unexpired term

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

| <u>Member's Name</u> | <u>Resides/Ratepayer of</u> | <u>Terms (Years)</u> |
|----------------------|-----------------------------|-----------------------------|
| Keith Swanton | West Ocean City | 13-17, 17-21 |
| Deborah Maphis | West Ocean City | 95-99-03-07-11-15-19, 19-23 |
| Gail Fowler | West Ocean City | 99-03-07-11-15-19, 19-23 |
| Blake Haley | West Ocean City | *19-20, 20-24 |
| Todd Ferrante | West Ocean City | 13-17-21-25 |

Prior Members: (Since 1993)

| | |
|---|--------------------------|
| Eleanor Kelly ^c (93-96) | Andrew Delcorro (*14-19) |
| John Mick ^c (93-95) | |
| Frank Gunion ^c (93-96) | |
| Carolyn Cummins (95-99) | |
| Roger Horth (96-04) | |
| Whaley Brittingham ^c (93-13) | |
| Ralph Giove ^c (93-14) | |
| Chris Smack (04-14) | |

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------------|---------------------------------------|----------------|-------------------------|
| Elizabeth Rodier | D-3, Fiori | Bishopville | 18-21(Resigned) |
| Mary E. (Liz) Mumford | At-Large | W. Ocean City | *16, 16-19, 19-22 |
| Coleen Colson | Dept of Social Services | | 19-22 |
| Hope Carmean | D-4, Elder | Snow Hill | *15-16-19, 19-22 |
| Windy Phillips | Board of Education | | 19-22 |
| Tamara White | D-1, Abbott | Pocomoke City | 17-20, 20-23 21-24 |
| Kris Heiser | Public Safety – State Attorney Office | | (Resigned) |
| Susan Childs | D-6, Bunting | Berlin | 21-24(Resigned) |
| Terri Shockley | At-Large | Snow Hill | 17-20, 20-23 |
| Laura Morrison | At-Large | Pocomoke | *19-20, 20-23 |
| Crystal Bell, MPA | Health Department | | *22-23 |
| Judith Giffin | D-5, Bertino | Ocean Pines | *22-23 |
| 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 |

Prior Members: Since 1995

| | | |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard ^c (95-97) | Patricia Ilczuk-Lavanceau (98-99) | Catherine W. Stevens (02-04) |
| Helen Henson ^c (95-97) | Lil Wilkinson (00-01) | Hattie Beckwith (00-04) |
| Barbara Beaubien ^c (95-97) | Diana Purnell ^c (95-01) | Mary Ann Bennett (98-04) |
| Sandy Wilkinson ^c (95-97) | Colleen McGuire (99-01) | Rita Vaeth (03-04) |
| Helen Fisher ^c (95-98) | Wendy Boggs McGill (00-02) | Sharyn O'Hare (97-04) |
| Bernard Bond ^c (95-98) | Lynne Boyd (98-01) | Patricia Layman (04-05) |
| Jo Campbell ^c (95-98) | Barbara Trader ^c (95-02) | Mary M. Walker (03-05) |
| Karen Holck ^c (95-98) | Heather Cook (01-02) | Norma Polk Miles (03-05) |
| Judy Boggs ^c (95-98) | Violetus Ayres (98-03) | Roseann Bridgman (03-06) |
| Mary Elizabeth Fears ^c (95-98) | Terri Taylor (01-03) | Sharon Landis (03-06) |
| Pamela McCabe ^c (95-98) | Christine Selzer (03) | Vanessa Alban (17-22) |
| 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) | |
| Martha Bennett (97-00) | Teole Brittingham (97-04) | |

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

| | |
|----------------------------------|----------------------------------|
| Dr. Mary Dale Craig (02-06) | Michelle Bankert *(14-18) |
| Dee Shorts (04-07) | Nancy Fortney (12-18) |
| Ellen Payne (01-07) | Cristi Graham (17-18) |
| Mary Beth Quillen (05-08) | Alice Jean Ennis (14-17) |
| Marge SeBour (06-08) | Lauren Mathias Williams *(16-18) |
| Meg Gerety (04-07) | Teola Brittingham *(16-18) |
| Linda Dearing (02-08) | Jeannine Jerscheid *(18-19) |
| Angela Hayes (08) | Shannon Chapman (*17-19) |
| Susan Schwarten (04-08) | Julie Phillips (13-19) |
| Marilyn James (06-08) | Bess Cropper (15-19) |
| Merilee Horvat (06-09) | Kelly Riwniak *(19-20) |
| Jody Falter (06-09) | Kelly O'Keane (17-22) |
| Kathy Muncy (08-09) | |
| Germaine Smith Garner (03-09) | |
| Nancy Howard (09-10) | |
| Barbara Witherow (07-10) | |
| Doris Moxley (04-10) | |
| Evelyne Tyndall (07-10) | |
| Sharone Grant (03-10) | |
| Lorraine Fasciocco (07-10) | |
| Kay Cardinale (08-10) | |
| Rita Lawson (05-11) | |
| Cindi McQuay (10-11) | |
| Linda Skidmore (05-11) | |
| Kutresa Lankford-Purnell (10-11) | |
| Monna Van Ess (08-11) | |
| Barbara Passwater (09-12) | |
| Cassandra Rox (11-12) | |
| Diane McGraw (08-12) | |
| Dawn Jones (09-12) | |
| Cheryl K. Jacobs (11) | |
| Doris Moxley (10-13) | |
| Kutresa Lankford-Purnell (10-12) | |
| Terry Edwards (10-13) | |
| Dr. Donna Main (10-13) | |
| Beverly Thomas (10-13) | |
| Caroline Bloxom (14) | |
| Tracy Tilghman (11-14) | |
| Joan Gentile (12-14) | |
| Carolyn Dorman (13-16) | |
| Arlene Page (12-15) | |
| Shirley Dale (12-16) | |
| Dawn Cordrey Hodge (13-16) | |
| Carol Rose (14-16) | |
| Mary Beth Quillen (13-16) | |
| Debbie Farlow (13-17) | |
| Corporal Lisa Maurer (13-17) | |
| Laura McDermott (11-16) | |
| Charlotte Cathell (09-17) | |
| Eloise Henry-Gordy (08-17) | |

* = Appointed to fill an unexpired term

c = Charter member

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

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

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)

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

Current Members:

| <u>Member's Name</u> | <u>School Attending</u> | <u>Area Representing</u> | <u>Year(s) of Term(s)</u> |
|----------------------|-------------------------|--------------------------|---------------------------|
| Wynter Roberson | Snow Hill | Snow Hill | 21-25 |
| Mary Ann Rutzler | Snow Hill | Snow Hill | 21-25 |

Prior Members: (Since 2006)

Mallory Miller (06-07)
 Irene Mertz (06-07)
 Codee Buckler (06-07)
 Sabrina Kunciw (06-07)
 Abigail Duffield (06-07)
 Ashley Brodie (06-07)
 Morgan Crank (06-07)
 Justin Lewis (06-07)
 Amber Sparks (06-07)
 Marshall Wool (06-07)
 Monique Douglas (06-07)
 Ebony Marshall (06-07)
 Ashley Cody (06-07)
 Lorissa McAllister (06-07)
 Dominique Kunciw (06-08)
 Brittany Cottman (06-08)
 Ronata Thomas (06-08)
 Matthew Smarte (07-08)
 Keith Spangler (07-08)
 Clayton Perry (07-08)
 Marissa Dean (07-08)
 Charnell Fitchett (07-08)
 Quavis Hayes (07-08)
 Dominique Bias (07-08)
 Tommy Murray (06-09)
 Jackie Wangel (06-09)
 Kara Brower (07-09)
 Mary Mazcko (07-09)
 Kevin Ayres (07-09)
 Aaron Marshall (07-09)
 Gwendolyn Jackson (08-09)
 LaTrele Crawford (08-09)
 Andrew VanBruggen (09)
 Brandon Thaler (08-10)
 Megan O'Donnell (08-10)
 Mike Guerrieri (09-10)
 Brett Oliver (09-10)
 Andrew Murrell (09-10)
 Sharryse Piggott (09-10)
 Michelle Wangel (07-11)
 Liam Hammond (16-19)
 McCammon Mottley (16-19)
 Caroline Matthews (17-20)
 Craig Birckhead-Morton (17-20)
 Richard Poist (17-20)
 Chloe Goddard (16-20)
 Amber Whittaker (19-20)

Rachel Thompson (09-11)
 Emily Cieri (09-11)
 Brianna Carroll (09-11)
 LaShae Smith (09-11)
 Jenna Kramer (09-11)
 Quashaun Willis (09-11)
 Tori Duncan (09-11)
 Victoria Danna (09-11)
 Makya Purnell (11-12)
 Michelle Rosinski (11-12)
 Ron Foreman (11-12)
 Hannah Marie McFord (11-12)
 Mariah Amos (09-13)
 William Wangel (09-13)
 Elizabeth Sayan (11-13)
 Casey Ortiz (11-13)
 Karley Snyder (11-13)
 Dana Pappas (11-13)
 Tyler Bivens (11-13)
 Jasmine Brown (11-13)

Abby Bunting (11-13)
 Megan Ludy (11-13)
 Robbie Stancil (11-13)
 Torres Savage (12-13)
 Gabrielle Ortega (11-14)
 Collin Bankert (11-14)
 Ami Oliver (11-14)
 Taylor Black (11-14)
 Jonah Crisanti (11-14)
 Paige Stanley (11-14)
 Kamryn Evans (12-14)
 Dylan Elliott (12-14)
 Sabah Nawaz (12-14)
 Brynae Waters (13)
 Gracie Riley (13-15)
 Ruben Ortega III (12-15)
 Jillian Petito (13-15)
 Brittany Wangel (11-15)
 Rachel Bourne (12-15)
 Erik Zorn (13-15)

William (Jacob) Mast (13-15)
 Sohiab Ijaz (13-15)
 Michelle Collins (13-15)
 Olivia Hancock (13-15)
 Asia Mason (13-15)
 Taylor Portier (13-15)
 Colby Lane Payne (13-15)
 Madeline Goodard (12-16)
 Charles Pritchard (13-16)
 Jacob LeMay (13-16)
 Glennie Rippin (14-16)
 Rachel Thomas (14-16)
 Danielle Gelinas (14-16)
 Sammi Schachter (14-16)
 Katie Withers (14-16)
 Peyton Dunham (14-17)
 Madison Mendiaz (15-17)
 Claire Riley (15-17)
 Amy Lizas (15-17)
 Riley Dickerson (15-17)
 D'Nasia Jones (15-17)
 Alison Snead (15-17)
 LuAnne Mottley (15-17)
 Erica Hall (15-17)
 Kyle Jarmon (15-17)
 Destinee Johnson (15-18)
 Tatyana Waters (15-18)
 Cali Litton (16-18)
 McKenzie Mitchell (16-18)
 Decklan Fisher (16-18)
 Jon Selby (16-18)
 Laila Mirza (16-18)
 Patrick Reid (16-18)
 Tyler Keiser (16-18)
 Melissa Laws (16-18)
 T'Nae Fitch (16-18)
 Avalon Fortt (17-19)
 Zana Iqbal (17-19)
 Jessica Wynne (17-19)
 Dana Kim (17-19)
 Cooper Richins (17-19)

* = Appointed to fill an unexpired term



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HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249
www.worcesterhealth.org

Snow Hill (Main Office)
410-632-1100
Fax 410-632-0906

Rebecca L. Jones, RN, BSN, MSN
Health Officer

MEMO

To: Weston Young, Assistant Chief Administrative Officer, Worcester County, One West Market Street, Rm. 1103, Snow Hill, Md. 21863

From: Mimi Dean, MS, Director of Prevention Services, Worcester County Health Department

cc: Rebecca L. Jones, RN, BSN, MSN, Health Officer
Lou Tay]or, Superintendent, Worcester County Public Schools
Tamara Mills, Worcester County Public Schools
Kelcey Luyo, Coordinator of Special Programs II

Date: November 1, 2022

Re: Youth Council for Worcester County

The Worcester County Youth Council continued to meet during the 2021-2022 school year to discuss and develop strategies to address youth-related concerns. We appreciate the support of the Commissioners for this Board.

The Worcester County Youth Council members reviewed applications during the March 14, 2022 and at the October 11, 2022 meeting and are recommending the appointment of the following 16 new members for the Youth Council.

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

| <i>Name</i> | <i>School</i> | <i>Grade</i> | <u><i>Community</i></u> |
|------------------------------|-----------------|--------------|-------------------------|
| Appointment (2 year): | | | |
| Mia Acuna | Pocomoke | 11 | Pocomoke |
| Brooke Berquist | Stephen Decatur | 10 | Bishopville |
| Mandy Chau | Pocomoke | 11 | Pocomoke |
| Madelyn Cornwell | Pocomoke | 10 | Pocomoke |
| Georgina Enriquez | Pocomoke | 10 | Pocomoke |
| Vanessa Francisco-Epitacio | Pocomoke | 11 | Pocomoke |
| Teresa Guo | Pocomoke | 10 | Pocomoke |
| Emily Knight | Pocomoke | 11 | Pocomoke |
| Kyleigh Kruse | Pocomoke | 9 | Pocomoke |
| Treston Melvin | Pocomoke | 11 | Pocomoke |
| Gregory Mizelle, Jr. | Pocomoke | 11 | Pocomoke |
| Brianna Morrison | Stephen Decatur | 10 | Berlin |
| Laila Pascucci | Stephen Decatur | 9 | Berlin |
| Gabriella Thompson-Servant | Stephen Decatur | 10 | Berlin |
| Maddie Shirk | Stephen Decatur | 11 | Bishopville |
| Emily Skorobatsch | Pocomoke | 9 | Pocomoke |

This brings the membership to 18 youth with these appointments. During this school year, the council will work to recruit additional members in efforts to expand membership. We are very excited to work with this group of energized, creative young people who are interested in making a difference in their schools and communities.

I am enclosing a copy of the students' applications and a copy of the membership list by community and mailing addresses for appointments.

BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

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

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|---------------------------|
| Larry Fykes | D-1, Abbott | Pocomoke | *16-19, 19-22 |
| Lisa Bowen | D-2, Purnell | Berlin | *Jan. 22 - Dec.22 |
| David Dypsky | D-3, Fiori | Ocean City | *11-14-17-20, 20-23 |
| Joseph W. Green, Jr. | D-5, Bertino | Ocean Pines | *05-08-11-14-17-20, 20-23 |
| Jake Mitrecic | D-7, Mitrecic | Ocean City | 20-23 |
| Thomas Babcock | D-4, Elder | Whaleville | 15-18-21, 21-24 |
| Robert M. Purcell | D-6, Bunting | Bishopville | *11-12-15-18-21, 21-24 |

Prior Members: (Since 1972)

| | | |
|--------------------------|------------------------------|-------------------------------|
| Robert B. Jackson | Doris Glover (91-95) | Lou Taylor (05-08) |
| Ruth Spinak | Marion Marshall (90-96) | Jerre F. Clauss (98-10) |
| Merrill Lockfaw | Madison Bunting (90-96) | Mike Diffendal (08-10) |
| Winnie Williams | Howard "Buzz" Taylor (97-98) | James E. Clubb, Jr. (06-11) |
| Randolph F. Wilkerson | Edward Bounds (90-99) | Joe Fehrer, Jr. (06-12) |
| Cashar J. Hickman | Marion Butler, Sr. (96-99) | Beth Gismondi (96-14) |
| E. Paige Boston | Dwight Campbell (95-00) | Bill Bruning (12-15) |
| Elbridge Murray | Larry Widgeon (94-00) | Robert L. Cowger, Jr. (10-16) |
| Gary McCabe | Robert Ewell (95-01) | Rodney C. Belmont (07-17) |
| Harley Day | Lester Shockley (99-02) | Larry Duffy (*17-19) |
| Charles Lynch | Robert Mitchell (02-05) | Glen Irwin (14-20) |
| Dwight E. Campbell | Janice Foley (99-05) | James Purnell (19-22) |
| T. Clay Groton | Richard Outten (00-06) | |
| Albert Berger | Doug Parks (00-06) | |
| Clifford Dypsky | Brian Roberts (06) | |
| Donald Jones | Dale Smack (01-06) | |
| George Ward, Jr. (92-95) | | |

* = Appointed to fill an unexpired term