

# **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>

**September 17, 2024**

- |  | Item #      |
|--|-------------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103<br>Government Center, One West Market Street, Snow Hill, Maryland   |             |
| 9:01 - Closed Session<br>(Discussion regarding a personnel update, requests to hire an Environmental Programs Intern and Office Assistant IV, a request to transfer to Correctional Officer Trainee, and other personnel matters, discussion regarding real property acquisition, receiving legal advice, and performing administrative functions) |             |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance  |             |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from September 3, 2024  |             |
| 10:02 - Proclamation (1) and Commendations (2)   | <b>1</b>    |
| 10:05 - Consent Agenda<br>(Request to Purchase Solid Waste Omnisite Dialers, Request to Bid Bale Processor, 911 Board Training Expenses, 911 Board Voice Logging Recorder, Request for Public Hearing MALPF, Request for Public Hearing Rezoning Case 446)   | <b>2-7</b>  |
| 10:06 - Chief Administrative Officer: Administrative Matters<br>(MDOT Consolidated Transportation Plan, Bishopville Pavilion, Request to Contract Health Department Multifunction Devices, Request to Award Landfill Force Main and Pump Stations, Request to Amend Land Use Map, BOEM Public Input Letter, Board Appointments)                    | <b>8-15</b> |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks   |             |
| <b>Lunch</b>   |             |
| 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**

September 3, 2024

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

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, with Commissioner Mitrecic temporarily out of the room and Commissioner Abbott absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Development Review and Permitting Director Jennifer Keener, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: a personnel update, promoting Kelly Brittingham from custodial worker II to chief custodian within the Maintenance Division; Angela Russell from emergency communications specialist to emergency communications supervisor within Emergency Services; Catherine Zirkle from Development Review and Permitting (DRP) specialist III to customer service manager within DRP, and Sara Barron from part-time recreation program monitor to part-time after school zone supervisor within Recreation and Parks; hiring Roger Blades as a landfill operator I within the Solid Waste Division, Lynn Ransley as a recordation specialist within the Treasurer's Office, and Aaliyah Elsey as a correctional officer trainee within the County Jail; and other personnel matters; real property acquisition; receiving legal advice from counsel; and performing administrative functions; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 9:58 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Davida Washington of Development Review and Permitting and pledge of allegiance, announced the topics discussed during the morning closed session. Commissioner Abbott was absent from the meeting.

The commissioners reviewed and approved the open and closed session minutes of their August 20, 2024 meeting as presented.



The commissioners presented a proclamation recognizing September as Suicide Prevention Month to Jesse Klump Memorial Fund President Kim Klump, Local Management Board Director Jackie Ward, and Worcester County Crisis Response Team Supervisors Meaghan Kauffman, Valaree Murphy, and Sandy Kerrigan. The commissioners highlighted the work of the Jesse Klump Memorial Fund, Life Crisis, and Worcester County Health Department to educate caring individuals to recognize the warning signs of suicide and to take action to save lives.

The commissioners presented a commendation to Recreation and Parks Director Kelly Rados and her staff for putting their knowledge, creativity, and partnerships to work to make their inaugural year leading Worcester County Fair operations an outstanding success. WCRP staff, with a crew of roughly 25 volunteers from Salisbury Christian Athletics, Future Farmers of America, 4-H, Worcester County Fair Board, and others, expanded the footprint of the fair to accommodate a record number of participants that included 1,583 exhibit entries, 48 artisan, craft, and non-profit vendors, seven food vendors, four alcohol vendors, and five bands. Livestock included pigs, sheep, goats, cows, poultry, and rabbits, and the cake auction raised \$1,400 to benefit the 4-H.

Upon a motion by Commissioner Elder, the commissioners unanimously approved by consent agenda item numbers 2-11 as follows: Broadband Expansion Grant Agreement with a 50% match up to \$500,000 to Choptank Electric Cooperative; Broadband Expansion Grant Agreement with a 50% match up to \$500,000 to Talkie Communications, Inc.; accepting a Gun Violence Reduction grant of \$24,679 and an Overdose and Drug Awareness Coordinator grant of \$71,821 for use within the Sheriff's Office; allocating \$150,000 in ARPA grant funds to the Snow Hill Fire Department to purchase self-contained breathing apparatus equipment; accepting a grant award of \$50,000 for the Board of Elections to purchase and install bulletproof glass in certain office areas; a Value Carpeting One contract for \$115,622.76 to replace the flooring at the Health Department office in Berlin; a contract with Carter CAT to purchase a 2024 excavator at a total cost of \$551,450 for use within the Solid Waste Division; the lowest responsive bid for corrugated metal and plastic pipe to Lane Enterprises, Inc. for \$108,234.84 for the Roads Division; a contract with registered dietician Hemali Mehta not to exceed \$7,500 to assure the nutritional content of Worcester County Jail inmate menus; and a contract with Granicus/Swagit for video services in the Worcester County Government Center boardroom (Room 1102) to record meetings, including the Board of License Commissioners, Board of Zoning Appeals, Planning Commission, and others.

The commissioners met with Board of Education Chief Financial Officer Vince Tolbert to discuss the written request of Superintendent Louis H. Taylor of the Board of Education to approve categorical budget transfers and budget amendment for FY24, with categorical increases to be offset by reductions in the categories of Instructional Salaries, Other Instructional Costs, and Fixed Charges. In response to a question by Commissioner Bertino, Mr. Tolbert confirmed that the implementation of new budgeting procedures should result in a reduced need for categorical transfers. Upon a motion by Commissioner Elder, the commissioners voted 5-1, with Commissioner Bunting voting in opposition, to approve the categorical budget transfers and budget amendment for FY24 as requested.

The commissioners received an update on completed, current, and upcoming Choptank Fiber projects to extend broadband to unserved and underserved areas, including the Pocomoke Forest and Libertytown. Those in attendance included Information Technology Director Brian Jones and Choptank Fiber Government Affairs and Public Relations Vice President Valerie Connelly, Technical Services Vice President Tim McGaha, Engineering Vice President Leroy Sverduk, and others. Ms. Connelly advised that Choptank Fiber, which has passed more than 13,700 locations, currently has 471 active subscribers out of 1,112 with service availability, is connecting an average of 30 households per week to internet. She advised that Choptank Fiber is completing grant funded projects years ahead of schedule and is competing for BEAD grants this fall to reach the last of the unserved. Following some discussion, the commissioners thanked Choptank Fiber officials for their update.

The commissioners conducted a public hearing on Bill 24-07 (Electrical Standards – Permits and Inspections), which was introduced by Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell on August 6, 2024. Development Review and Permitting Director Jennifer Keener reviewed the bill, which would amend the permit exceptions associated with electrical service to an existing structure already connected with an electric service in the County. She explained that increasing the amperage of electrical service installed from 20 to 100 amperes will reduce the number of electrical permits required for service to structures like pre-existing sheds, hot tubs, and spas.

Commissioner Bertino opened the floor to receive public comments.

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

Upon a motion by Commissioner Mitrecic, the commissioners unanimously adopted Bill 24-7 (Electrical Standards – Permits and Inspections) as presented.

The commissioners conducted a public hearing on Bill 24-08 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions), which was introduced by Commissioner Fiori on August 6, 2024. Ms. Keener advised that the bill, which would amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements, received an unfavorable recommendation from the Planning Commission. She stated that the bill would allow a second accessory building, unenclosed, and slightly larger than existing permitted structures, eliminate all separation requirements between structures, and reduce parking requirements from two spaces to one space per campsite in a campground subdivision, which include White Horse Park (WHP) and Assateague Park.

Commissioner Bertino opened the floor to receive public comments.

Tracy Barnhardt and her husband, Joseph, of Spindrift Lane, advised that the structures, which would provide the shade needed for residents to enjoy their properties, are not wooden and would not be permanent, but they are far more durable than the umbrellas and other flimsy pop-up items that become projectiles in the wind. Ms. Barnhardt advised that they are not seeking to eliminate setback requirements for sheds. In response to Commissioner Bunting's concerns regarding reducing the required parking to one space, Ms. Barnhardt stated that plenty of offsite parking is available. She urged the commissioners to support the bill, with amendments if necessary. Commissioner Bunting noted that many of the streets in White Horse Park are only 20 feet wide, which when factoring in street parking are not wide enough to accommodate fire trucks. Furthermore, there is no fire protection in the subdivision. He concluded that for these

reasons he could not support eliminating the separation requirements, which would violate the fire code.

Phillip Wood of Soft Spray advised that lots in WHP lots are wide enough to have sheds that are six feet apart. He advised that the proposed changes would not impede emergency personnel fighting a fire or responding to any kind of emergency, and he urged the commissioners to approve Bill 24-07. In response to a question by Commissioner Bertino, Ms. Keener advised that the Code currently requires a six-foot separation, but there are a significant number of sheds in WHP that are only three feet apart based on a 1992 decision by the Board of Zoning Appeals that reduced setbacks to three feet. That change was repealed in 2009, when the six-foot separation requirement was reinstated.

Stacey Bitner of Assateague Point stated that streets in her neighborhood are much wider than WHP, and every property has a designated courtyard area for gazebos. Furthermore, there are no setback issues due to the size of the lots. She confirmed that the gazebos are not permanent structures; however, they are secured by bolts, and can easily be taken down during inclement weather. Leslie Oaks of Assateague Point concurred.

William O'Brian Junior of Assateague Point stated that he has had a gazebo on his property for 11 years, which provides the shade needed to enjoy his property. Therefore, he urged the commissioners to adopt Bill 24-08.

Attorney Spencer Ayres Cropper, speaking on behalf of the Assateague Point Homeowners Association, advised that his clients fully support Bill 24-08, except for the language limiting off-street parking.

Dennis Gentzel of Longboat Way in Assateague Point stated that, as someone who served as a volunteer fire fighter for over 50 years and retired from the Maryland State Fire Marshal's Office, he does not see the need for the six-foot separation or for not allowing two structures. In response to questions by Commissioner Bertino, Fire Marshal Matt Owens explained his reasons for opposing the proposed bill. He stated that 21 out of every 1,000 mobile home fires are fatal, versus seven for regular homes. He stated that this is due to the lightweight construction materials used in mobile homes. He advised that placing structures between units with reduced setback requirements would cause fires to spread rapidly between units. Furthermore, with roadway parking on already narrow streets, fire response times would increase because emergency vehicles would not be able to get down the roads. In response to questions by Commissioner Fiori, Fire Marshal Owens advised that the enforcement of separation distances in campgrounds are complaint driven, as the County does not have the staff to complete regular onsite compliance checks.

Louise Joel of Skipjack Drive in Assateague Point advised that his pergola in no way impedes access to home or patio, and he advised that he would be glad to pay any fees necessary to retain the right to keep it.

Liz Snowden of WHP opposed the six-foot separation requirement. She stated that the permit she submitted to install a gazebo on the property line was approved by the County, that the structure has always been on the property line, and she does not understand how the County can now try to enforce a six-foot setback. In response to questions by Commissioner Bertino, Ms. Keener advised that Ms. Snowden is talking about two separate items. There are no side or rear-yard setbacks, but there is a 10-foot front yard setback, and no changes are being proposed to those setbacks. Rather, this bill would eliminate the six-foot separation distance between structures. She confirmed that DRP has not issued any permits for gazebos, and while lot

coverage permits were issued by another department for lots in the critical area, which is not the same thing as DRP issuing a permit for a building. She stated that DRP denied permits to those property owners because the structures were over the limitations.

Charlie Macola of Ocean Oval in WHP stated that he received a permit to construct a steel gazebo, and at the time the permit was approved, he was told that no other permits would be required. In response to concerns raised by Commissioner Bertino, Environmental Programs Director Bob Mitchell stated that Environmental Programs approved three permits for lots that did not have pavers or permanent impervious area for a patio and that required very little planning mitigation. He stated that discussions took place between Environmental Programs and DRP regarding which office would handle permitting for these three properties only and agreed that no further permitting was needed. Ms. Keener disagreed, noting that zoning requires a permit. Commissioner Bertino stated that there are obvious issues that need to be resolved.

Debbie Gentzel of Longboat Way in Assateague Point stated that she has a sprinklered house and cannot understand why a 12-foot umbrella is permitted, but a pergola is not. In response to a question by Commissioner Fiori, Ms. Keener stated that the County does not issue permits for temporary structures, like an umbrella, but the structures being considered today are not temporary, but permanent, as attested to by the residents, including an individual who testified that her gazebo has been in place since 2019. She advised that there is no clear definition of the terms temporary and permanent in the Code, but there are examples of temporary structures included in the policy sheet. Commissioner Fiori stated that there need to be definitions, and these issues need to be cleared up before the commissioners consider the matter further.

Jack Walter of WHP stated that he installed a gazebo after purchasing his property 30 years ago, and throughout that time there have been no fires in WHP. He stated that he is handicapped, which makes it impossible for him to set up and take down temporary shade structures, so he urged the commissioners to adopt the proposed bill, which would allow senior citizens to enjoy their properties.

Michael Wood, son of Phil Wood, an Ocean Pines resident, and a Baltimore City fire fighter, reviewed fire safety facts for mobile homes.

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

Commissioner Elder stated concern that adopting this bill as written would reduce fire safety in campground subdivisions. Commissioner Fiori stated that the bill needs to be tightened up in some areas, but that the commissioners do not have enough information at this time to make a decision.

Following some discussion and upon a motion by Commissioner Fiori, the commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to table agreed to table a decision on Bill 24-8 to provide them with additional time to consider new information brought forward by several residents during the hearing.

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the Agreement of Sale for the purchase of a Rural Legacy Area (RLA) easement between Dianne Disharoon (Seller) and the County Commissioners of Worcester County, Maryland (Buyer) for an easement on approximately 94 acres of land located between Disharoon Road and Shell Road in Snow Hill and west of U.S. Rt. 113 at a cost of \$3,898 per acre

Pursuant to the request of County Attorney Roscoe Leslie and upon a motion by Commissioner Bunting, the commissioners granted final approval of the assignment of a conservation easement in the Winding Creek subdivision.

Pursuant to the request of Budget Officer Kim Reynolds and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to schedule a public hearing to amend the FY25 County Operating Budget.

Commissioner Mitrecic stated that insurance companies are refusing to continue to provide coverage to mobile homes in Ocean City that are 20 years old or more. He advised that this issue will likely impact White Horse Park and Assateague Point at some point in the future. Commissioner Bertino recommended bringing in Paul Ellington of State and Local Advisors, LLC, the County's lobbying firm, to help resolve this situation

In response to a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter to the Sussex County Council urging them to deny an application by Renewable Development, LLC, a subsidiary of US Wind, for a conditional approval ordinance to build an electric substation near the Indian River Power Plant and bring offshore wind power cables ashore to the proposed substation.

In response to a question by Commissioner Mitrecic regarding how to move forward with staggering the commissioners' terms, Mr. Leslie stated that they would need approval from the Maryland General Assembly to add this as a ballot question.

In response to concerns raised by Commissioner Elder, Mr. Baker agreed to conduct a speed study on Jones Road and provide the commissioners with recommendations to address road conditions and speed on that roadway.

The commissioners answered questions from the press, after which they adjourned to meet again on September 17, 2024.





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 I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, Sunday, August 4, 2024, at 12:35 a.m., prior to the arrival of fire and emergency medical services personnel, Maryland State Police (MSP), and Worcester County Sheriff's Office (WCSO) responded to a motor vehicle collision on U.S. Rt. 50 near MD Rt. 589 involving a passenger car and a tanker truck carrying liquid chlorine, which resulted in hazardous materials spilling from the tanker and the car becoming engulfed in flames; and

**WHEREAS**, without regard for their own safety, MSP Troopers First Class (TFC) Robert Bradley and Chad Kreiling and WCSO Deputies Earl Buffa and Mark Shayne used fire extinguishers to keep the flames at bay, while they extricated the semi-responsive occupant trapped inside the car and moved her to safety. All four men were injured during the rescue. TFC Bradley and TFC Kreiling suffered smoke inhalation, and Deputies Buffa and Shayne sustained both first-degree and second-degree burns.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **MSP TFC Robert Bradley and Chad Kreiling and WCSO Deputies Earl Buffa and Mark Shayne** for their swift and collective efforts. If not for their selfless acts of valor, a life would have been lost.

Executed under the Seal of the County of Worcester, State of Maryland, this 17<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Four.



\_\_\_\_\_  
Anthony W. Bertino, Jr., President

\_\_\_\_\_  
Madison J. Bunting, Jr., Vice President

\_\_\_\_\_  
Caryn G. Abbott

\_\_\_\_\_  
Eric J. Fiori

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell

*Citizens and Government Working Together*



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 I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, Sunday, August 4, 2024, at 12:35 a.m., the Berlin Fire Department (BFD), Ocean Pines Volunteer Fire Department (OPVFD), Showell Volunteer Fire Department (SVFD), Ocean City Volunteer Fire Department (OCVFD), Maryland State Police (MSP), Worcester County Sheriff's Office (WCSO), Worcester County HAZMAT team, and Worcester County Emergency Services (WCES) D Shift, Berlin Police Department (BPD), and Ocean Pines Police Department (OPPD), responded to a collision on U.S. Rt. 50 near MD Rt. 589 involving a passenger car and a tanker truck, which resulted in hazardous materials spilling from the tanker and the car becoming engulfed in flames; and

**WHEREAS**, fire, EMS, and law enforcement personnel from multiple agencies worked collectively from the time that 911 received the emergency call until the vehicle fires had been extinguished, a life had been saved, and the liquid chlorine spill had been cleaned up and no longer posed any threat to public safety.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend the members of the **BFD, OPVFD, SVFD, OCVFD, MSP, WCSO, Worcester County HAZMAT team, WCES D Shift, BPD, and OPPD** for their spirit of cooperation and commitment to protecting the lives of residents and visitors.

Executed under the Seal of the County of Worcester, State of Maryland, this 17<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Four.



\_\_\_\_\_  
Anthony W. Bertino, Jr., President

\_\_\_\_\_  
Madison J. Bunting, Jr., Vice President

\_\_\_\_\_  
Caryn G. Abbott

\_\_\_\_\_  
Eric J. Fiori

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell





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 I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, September 17, 2024 marks the 237<sup>th</sup> anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. It is the privilege and duty of all Americans to commemorate the anniversary of this magnificent document, which outlines the fundamental principles by which our nation is governed; and

**WHEREAS**, we celebrate Constitution Day, September 17, within the framework of Constitution Week, September 17-23, 2024, and we honor the Daughters of the American Revolution for petitioning Congress in 1955 to set this week aside to formally commemorate the Constitution, which is the basis for America's great heritage and way of life.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, join with members of the General Levin Winder Chapter of the National Society Daughters of the American Revolution to proclaim September 17-23, 2024 as **Constitution Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 17<sup>th</sup> day of September, in the Year of Our Lord Two Thousand and Twenty-Four.



\_\_\_\_\_  
Anthony W. Bertino, Jr., President

\_\_\_\_\_  
Madison J. Bunting, Jr., Vice President

\_\_\_\_\_  
Caryn G. Abbott

\_\_\_\_\_  
Eric J. Fiori

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: September 17, 2024  
RE: Request to Purchase – Solid Waste Pump Station Omnisite Dialers

---

Solid Waste is seeking approval to purchase Omnisite dialers from Envirep for the remaining nine pump stations at the Central Site. Each dialer costs \$7,386.11, bringing the total expenditure to \$66,475. We have been using one of these dialers at pump station 202 for over a year with excellent results. During the design phase for cell 1 pump station, we requested that each station be equipped with this device to ensure uniformity across all dialers. By purchasing the dialers from Envirep, the county will benefit from having a single vendor manage the stations' pumps, controllers, and dialers.

Funding for this purchase is available in the amount of \$72,000 under the Capital Equipment Building Improvements account, 680.7002.9010.050

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



ENVIREP  
 3705 Trindle Road  
 Camp Hill, PA 17011  
 717-761-7884  
 www.envirep.com

## **QUOTATION**

July 29, 2024

Worcester County Landfill  
 7091 Central Site Lane  
 Newark, MD 21841

RE: Worcester County Landfill  
 Landfill Wireless Alarm Monitoring  
 Newark, MD

Attn: David Candy

In accordance with the terms and conditions listed herein, we are pleased to offer you the following equipment:

### **OMNISITE EQUIPMENT**

- 9 - OmniSite Crystal Ball web-based cellular monitoring device. OmniSite notifies personnel of alarm conditions by telephone, SMS text message, push notification, or e-mail.

Includes:

NEMA 4X enclosure, 12"H x 10"W x 4"D, solid cover to be installed outdoors

Inputs:

11 digital alarm inputs

3 digital pump run inputs

4 analog (4-20 ma) inputs for flow, level, etc.

Phantom Antenna & external mounting kit w/ 10' cable

4G LTE Radio, operates on AT&T cellular network

Battery backup, 12 VDC, standard 4 hours

One Smart Key to disable false alarms during maintenance operations

Main terminal board to accept 120 volt, 1 phase, two wire, 60-Hertz power (15 amp circuit breaker protection and power wiring by others)

Personal password-protected website for setting up and programming device, view the status of alarms, view pump operating data, view alarm history, station data, and printing reports

Digital display 4 X 20 LCD

Mobile smartphone app, reporting only

Standard warranty: 1-year from the date of activation or 2-years from the date of purchase, whichever occurs first

Normally open float with 30' cable

Battery heater for low temp operation

### **CELLULAR SERVICE**

Standard cellular service – 3 years of cellular service. Service includes immediate notification of input alarms and includes reporting on the following items every 24 hours:

Pump runtimes, On/off cycles, Pumping rate, Totalized daily flow

NOTE: At the conclusion of the cellular service included in the pricing, the cellular service will be invoiced to the equipment owner directly by OmniSite.



Worcester County Landfill  
Landfill Wireless Alarm Monitoring  
Newark, MD

Envirep Quotation  
July 29, 2024

### **ADDITIONAL SERVICES** **INSTALLATION, STARTUP & TRAINING**

Includes:

Travel, labor, and materials to install nine OmniSite alarm monitoring devices within 10 feet of alarm contacts and 120-volt power feed (up to 10 feet of conduit included - additional charges will apply if greater than 10 feet required)

120-volt power wiring

Wiring between the alarm contacts and the OmniSite

On-site startup immediately after installation

Customer shall provide the following:

120-volt power feed circuit

Alarm contact/120VAC, 12VDC or dry connection points

If required, identify and provide flow meter totalizer dry contacts.

Space to mount the OmniSite.

Owner's personnel during the installation/startup to assist in testing, and for startup and training

#### **Additional charges will apply under the following conditions:**

1. Location of OmniSite unit requires greater than 10 feet of conduit ran from unit to alarm contacts and 120-volt power feed.
2. Additional installation/startup services or training are required
3. Wiring and conduit from flow meter, if required

**TOTAL EQUIPMENT PRICE: \$66,475.00** (Includes freight to the first destination)

Cost Breakdown: \$7,386.11 Per Lift Station (9 Stations Total)

As a courtesy to the buyer, the following is a **partial** list of items **not included** in the **above** Pricing:

Federal, State or local taxes

Prevailing wage rates

**ESTIMATED SHIPMENT:** Approximately 10 to 12 weeks after receipt of approved signed Quotation by Envirep.

**SHIPPING DISCLOSURE:** Due to the unprecedented and ongoing global supply chain constraints, estimated shipping times cannot be guaranteed. Shipping time is subject to change without notice.



Worcester County Landfill  
Landfill Wireless Alarm Monitoring  
Newark, MD

Envirep Quotation  
July 29, 2024

### TERMS AND CONDITIONS

1. Terms are F.O.B. factory, full freight allowed, NET 30 DAYS FROM DATE OF SHIPMENT. Startup shall not be performed until payment is received. Terms are subject to credit approval at the time of shipment. These terms are independent of and are not contingent upon the time or manner the purchaser may receive payment from others.
2. 1½% per month service charge will be assessed on unpaid balances after 30 days. Any obligation of Envirep to provide startup, supervision, and operator training is contingent upon the timely payment of all sums required to be paid to the Seller under the payment terms of this quotation. Start-up will not be performed until full payment is received.
3. A 4% fee will be applied to all orders paid by credit card.
4. If the Seller finds it necessary to place any indebtedness herein in the hands of an attorney for collection, the purchaser shall pay all expenses and costs for collection, including reasonable attorney's fees.
5. Purchase prices are valid for 30 days from the date of this quotation unless otherwise stated.
6. State and local taxes will be charged unless we receive a valid tax exemption certificate.
7. Order may be canceled only with Envirep's written consent and on terms that will indemnify Envirep against loss. If the order is canceled before the equipment is released to fabrication, cancellation fees shall be assessed for work already completed, not exceeding 50% of the Total Selling Price. If the order is canceled following the release to fabrication, cancellation fees shall be assessed for work already completed, up to 100% of the Total Selling Price.
8. All drawings, specifications, designs, plans, computer programs, submittals, documents, information, correspondence, or data prepared by Envirep in connection with this quotation, and all related intellectual property rights, shall remain the property of Envirep. Envirep grants Customer a non-exclusive, non-transferable license to use any such information for Customer's use, maintenance, or repair of the equipment. The Customer shall not provide such information to third parties without Envirep's written consent.
9. The title to the equipment and any additions and accessories shall remain in the Seller's name until the purchase price is paid in full.
10. Warranty is subject to the individual manufacturer's warranty. Envirep will not extend or modify these warranties without written consent from the manufacturer.
11. Warranty shall not apply to (a) damage due to any weather-related or other conditions beyond the control of Envirep; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with manufacturer's instructions, applicable codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from Envirep.
12. TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to Envirep or such place as designated by Envirep. Buyers can contact Envirep Service Department at 717-761-7884 for an RMA on any Goods being submitted for a warranty claim.
13. This equipment requires startup by a factory-trained service technician. Failure to provide startup and testing by a factory-trained startup technician or operating the equipment prior to startup may void the warranty.
14. Any claims for damaged, lost, or misplaced items must be made in writing within 15 days of delivery of equipment to the job site or designated location provided by the contractor/purchaser/owner.
15. All information in this quotation regarding the equipment and the price is submitted without cost to the Customer but with the understanding that such information is for the use of the Customer only and that the Customer will not disclose it to anyone outside its organization.
16. Delivery dates or expected shipment dates from the factory represent Seller's best judgment, but shipment on those dates is not guaranteed.
17. Seller shall not be liable for consequential damages. Consequential damages shall include, but not limited to, loss of use, income, or profit, or loss of or damage to property arising out of operation, use, installation, repair, or replacement of equipment.
18. Seller will not accept a contract containing a penalty or liquidated damages clause relating to failure or inability to ship within a specified time.
19. Terms inconsistent with those stated herein, which may appear on the purchaser's formal order, will not be binding to the Seller.
20. Terms shall be governed by and enforced following the laws of the State of Pennsylvania.
21. **Order will be placed with Envirep, Inc., 3705 Trindle Road, Camp Hill, PA 17011-4334.**



Worcester County Landfill  
Landfill Wireless Alarm Monitoring  
Newark, MD

Envirep Quotation  
July 29, 2024

Thank you for the opportunity to submit this quotation. To order this equipment, please complete the information requested below, sign this quotation where indicated, and return it to Envirep via email to [sales@envirep.com](mailto:sales@envirep.com) or fax at 717-737-5817.

Submitted by: Joshua P. Price ([jprice@envirep.com](mailto:jprice@envirep.com))  
Envirep, Inc.  
(717) 761-7884

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Buyer: \_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name of Authorized Signer

Title of Authorized Signer

Bill To Address:

Ship To Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Seller: Envirep, Inc.

By: \_\_\_\_\_

Authorized 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](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: September 17, 2024  
RE: Request to Bid – Bale Processor

---

Attached for your review and approval are bid documents for Solid Waste to purchase a Bale Processor. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for this purchase was approved in the FY25 operating budget in the amount of \$50,000 under Capital Equipment account, 680.7002.9010.060.

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



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



**INVITATION FOR BID**

**PROJECT:** Bale Processor

**DEPARTMENT:** Solid Waste

**VENDOR:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID OPENING:**

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

## TABLE OF CONTENTS

<b>SECTION I: INTRODUCTION.....</b>	<b>3</b>
A. <b>PURPOSE .....</b>	<b>3</b>
B. <b>CLARIFICATION OF TERMS .....</b>	<b>3</b>
C. <b>QUESTIONS AND INQUIRES .....</b>	<b>3</b>
D. <b>FILLING OUT BID DOCUMENTS .....</b>	<b>3</b>
E. <b>SUBMISSION OF BID DOCUMENTS .....</b>	<b>3</b>
F. <b>OPENING OF BIDS .....</b>	<b>4</b>
G. <b>ACCEPTANCE OR REJECTION OF BIDS .....</b>	<b>4</b>
H. <b>QUALIFICATIONS.....</b>	<b>5</b>
I. <b>DESCRIPTIVE LITERATURE .....</b>	<b>5</b>
J. <b>NOTICE TO VENDORS .....</b>	<b>5</b>
K. <b>PIGGYBACKING.....</b>	<b>6</b>
<b>SECTION II: GENERAL INFORMATION.....</b>	<b>7</b>
A. <b>ECONOMY OF BID .....</b>	<b>7</b>
B. <b>PUBLIC INFORMATION ACT (PIA) .....</b>	<b>7</b>
C. <b>CONTRACT AWARD.....</b>	<b>7</b>
D. <b>AUDIT.....</b>	<b>7</b>
E. <b>NONPERFORMANCE.....</b>	<b>7</b>
F. <b>MODIFICATION OR WITHDRAWL OF BID.....</b>	<b>8</b>
G. <b>DEFAULT.....</b>	<b>8</b>
H. <b>COLLUSION/FINANCIAL BENEFIT.....</b>	<b>8</b>
I. <b>TAX EXEMPTION.....</b>	<b>8</b>
J. <b>CONTRACT CHANGES .....</b>	<b>8</b>
K. <b>ADDENDUM.....</b>	<b>9</b>
L. <b>EXCEPTIONS/ SUBSTITUTIONS.....</b>	<b>9</b>
M. <b>APPROVED EQUALS .....</b>	<b>10</b>
N. <b>DELIVERY.....</b>	<b>10</b>
O. <b>INSURANCE.....</b>	<b>10</b>
P. <b>BID EVALUATION.....</b>	<b>10</b>
<b>SECTION III: BID SPECIFICATIONS .....</b>	<b>11</b>
A. <b>SCOPE .....</b>	<b>11</b>
B. <b>SUMMARY.....</b>	<b>11</b>
C. <b>GENERAL REQUIREMENTS .....</b>	<b>11</b>
D. <b>PAYMENT.....</b>	<b>11</b>
E. <b>QUESTIONS.....</b>	<b>11</b>
F. <b>AWARD .....</b>	<b>11</b>
<b>FORM OF BID .....</b>	<b>12</b>
<b>REFERENCES .....</b>	<b>13</b>
<b>EXCEPTIONS .....</b>	<b>14</b>
<b>INDIVIDUAL PRINCIPAL .....</b>	<b>15</b>
<b>VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID .....</b>	<b>16</b>
<b>NON-COLLUSIVE AFFIDAVIT .....</b>	<b>17</b>
<b>EXHIBIT A .....</b>	<b>18</b>

## SECTION I: INTRODUCTION

### A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to purchase a bale processor in conformity with the requirements contained herein ("Bid Document(s)").

### B. CLARIFICATION OF TERMS

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

### C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us).
2. The last date to submit questions for clarification will be noon on \_\_\_\_\_.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

### D. FILLING OUT BID DOCUMENTS

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

### E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **BALE**

**PROCESSOR** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

#### **F. OPENING OF BIDS**

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

#### **G. ACCEPTANCE OR REJECTION OF BIDS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
  - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
  - b. Character, integrity, reputation, experience and efficiency.

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

## H. QUALIFICATIONS

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

## I. DESCRIPTIVE LITERATURE

- 1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- 2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

## J. NOTICE TO VENDORS

- 1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

## **K. PIGGYBACKING**

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

**END OF SECTION**

## **SECTION II: GENERAL INFORMATION**

### **A. ECONOMY OF BID**

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

### **B. PUBLIC INFORMATION ACT (PIA)**

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

### **C. CONTRACT AWARD**

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

### **D. AUDIT**

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

### **E. NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so



will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

**F. MODIFICATION OR WITHDRAWAL OF BID**

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

**G. DEFAULT**

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

**H. COLLUSION/FINANCIAL BENEFIT**

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

**I. TAX EXEMPTION**

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

**J. CONTRACT CHANGES**

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

**K. ADDENDUM**

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

**L. EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

## **M. APPROVED EQUALS**

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

## **N. DELIVERY**

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

## **O. INSURANCE**

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

## **P. BID EVALUATION**

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

**END OF SECTION**

### **SECTION III: BID SPECIFICATIONS**

#### **A. SCOPE**

1. The County is seeking bids from qualified Vendors to purchase a bale processor in accordance with the terms and conditions and specifications set forth in this solicitation.

#### **B. SUMMARY**

1. The equipment called for in this specification shall be for a Bale Processor used to blow straw and silage. It shall be the standard product of one manufacturer. The seller dealer shall provide the parts and service facilities to properly service the machine and all components and assure its performance.
2. Bale Processor shall be equipped as follows:
  - a. Electronic in-cab controls
  - b. Swivel chute with 280 deg. Rotation
  - c. Single cross beater
  - d. Adjustable feed slide on swivel chute model
  - e. Remote tailgate switch
  - f. Slip and overrun clutch on PTO
  - g. Bed speed indicator
  - h. 12.5/15 wheels with mudguards
  - i. LED road lighting kit
  - j. Spread distance of 72'
  - k. Capacity to haul (2) 5' round bails or (1) 8' rectangular bale (4'x 2'6" / 4'x4')
  - l. Removeable fan paddles in the machine
3. A copy of the manufacturer's warranty shall be submitted with the bid.

#### **C. GENERAL REQUIREMENTS**

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

#### **D. PAYMENT**

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.

#### **E. QUESTIONS**

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

#### **F. AWARD**

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

**END OF SECTION**

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

**FORM OF BID**

To whom it may concern:

We hereby submit our Bid Documents for “Bale Processor” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Bale Processor as specified in the bid documents	

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)\_\_\_\_ (No) \_\_\_\_ Check One.

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No) \_\_\_\_ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No) \_\_\_\_ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

**REFERENCES**

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

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

---

 Sign for Identification

---

 Printed Name

**EXCEPTIONS**

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

**EXCEPTIONS:**

(If none, write none) \_\_\_\_\_

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☐ Direct email
- ☐ Other \_\_\_\_\_

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name



**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

**CO-PARTNERSHIP PRINCIPAL**

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

\*\*\*\*\*

**CORPORATE PRINCIPAL**

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

President

Witness

Attest: \_\_\_\_\_

Corporate Secretary

Affix Corporate Seal

## VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
 (Printed Name) (title)  
 and the duly authorized representative of the Vendor of  
 \_\_\_\_\_ whose address is  
 (name of corporation)

\_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

\_\_\_\_\_ I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
 Sign for Identification

\_\_\_\_\_  
 Printed Name

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

<p>_____ Witness</p> <p>_____ Witness</p>	<p>By: _____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>
---	---

## EXHIBIT A

WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS

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

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

**10. Independent Contractor.**

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

**11. Insurance Requirements.**

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

**12. Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.**13. Ownership of Documents; Intellectual Property.**

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

- the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
  15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
  16. **Remedies.**
    - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
    - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
    - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
  17. **Responsibility of Contractor.**
    - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
    - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
    - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
  18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
  19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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



EMERGENCY SERVICES

## Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

### MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer  
Candace Savage, CGFM Deputy Chief Administrative Officer  
FROM: Matt Owens, Fire Marshal, Director of Emergency Services  
DATE: September 6, 2024  
RE: 911 Board Expenses

---

Emergency Services is requesting to submit the attached quote to the 911 Board for approval. The quote is for IAED Certification Classes and ETC manuals for the Fall 2024 Class which is for 5 trainees.

We are requesting approval to apply for a grant in the amount of \$4,650.00 for the purposes of the training and we will have the 911 Board directly pay the invoice upon receipt.

Please let me know if you have any questions.

Thanks,

Matt



## QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111

USA

[www.prioritydispatch.net](http://www.prioritydispatch.net)

Prepared By: Laura Trickett

Phone: (800) 363-9127

Direct:

Email: laura.trickett@prioritydispatch.net

Agency:

Worcester County Emergency

Services MD

Agency ID#:

5127

Quote #:

Q-75835

Date:

8/28/2024

Offer Valid Through:

12/26/2024

Payment Terms

Net 30

Currency:

USD

Bill To:

Worcester County Emergency Services MD

Emergency Number Systems Board

300 E Joppa Road Ste 1000

Towson, Maryland 21286-3068

United States

Ship To:

Worcester County Emergency Services MD

ATTN: Jennifer Corsini

1 W MARKET ST RM 1002

Snow Hill, Maryland 21863-1193

United States

Product	Discipline	Qty	Amount
Certification Training Remote (Per) Protocol Training and Certification Digital Materials, tuition and certification	Medical	5	USD 1,625.00
Certification Training Remote (Per) Protocol Training and Certification Digital Materials, tuition and certification	Fire	5	USD 1,400.00
Certification Training Remote (Per) Protocol Training and Certification Digital Materials, tuition and certification	Police	5	USD 1,400.00
ETC Course Materials Printed Training material for 40-hour ETC certification course		5	USD 225.00

Subtotal	USD 4,650.00
Total	USD 4,650.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

## TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



EMERGENCY SERVICES

## Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

### MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer  
Candace Savage, CGFM Deputy Chief Administrative Officer  
FROM: Matt Owens, Fire Marshal, Director of Emergency Services  
DATE: September 6, 2024  
RE: 911 Board Expenses

---

Emergency Services is requesting to submit the attached quote to the 911 Board for approval. The quote is for the purchase of a pair of redundant voice logging recorders from Eastern Communications. This amount represents the cost of two recording servers, licenses, and five years of support and software upgrade services minus the cost of radio system recording which is not an eligible funding item from the 911 Trust Fund.

We are requesting approval to apply for a grant in the amount of \$107,128.00 for the purposes of purchasing the redundant voice logging recorders and we will have the 911 Board directly pay the invoice upon receipt.

Please let me know if you have any questions.

Thanks,

Matt



## Quote

To: Ocean City, MD  
Mike Keiser  
[mkeiser@oceancitymd.gov](mailto:mkeiser@oceancitymd.gov)  
220 65th Street  
Ocean City, MD 21842  
(410)723-5017

Quote Date 5/15/2024  
Quote # ECLQ324-0787  
Revision  
Quote Validity 60 Days  
Estimated Lead-Time TBD  
Payment Terms Net 30  
Freight Included

## Project

## Quoted By

Ocean City, MD- Eventide Logging Recorder

Tinashe Muzenyi

Qty	Part Number	Part Description	Unit Price	Ext Price
2	NEXLOG740DX	NEXLOG 740	\$ 9,600.00	\$ 19,200.00
2	DX701	INTERGRATED 7" COLOR LCD TOUCHSCREEN DISPLAY	\$ 1,750.00	\$ 3,500.00
2	324430	RACK MT SLIDES 24"	\$ 360.00	\$ 720.00
2	271083	(8) MEDIAWORKS DX LICENSE	\$ 1,090.00	\$ 2,180.00
2	DX706-1	UPGRADE 740 DX-SERIES	\$ 5,190.00	\$ 10,380.00
2	DXANA16	(16) CHANNEL ANALOG pciE(24) LICENSES	\$ 4,800.00	\$ 9,600.00
2	271052	INTERNAL IP RECORDER (8)	\$ 4,200.00	\$ 8,400.00
10	DX939	DX SERIES 8 CHANNEL VoIP	\$ 1,920.00	\$ 19,200.00
2	DX750	24 PORT GPIO PCI CARD	\$ 1,500.00	\$ 3,000.00
2	271098	GEO SEARCH	\$ 1,090.00	\$ 2,180.00
2	DX912	MOTOROLA VESTA NG911 CALL RECORDING	\$ 10,900.00	\$ 21,800.00
2	209270	P25 Encryption Key Management Option	\$ 2,190.00	\$ 4,380.00
4	324720	DVSI 2-Port USB Decoder Unit (for P25, DMR	\$ 3,000.00	\$ 12,000.00
1	DXSUS-12MO	SOFTWARE UPDATE SUBSCRIPTION. FIRST 12 MONTHS IS INCLUDED.	\$ -	\$ -
Equipment Sub-Total			\$	116,540.00
			Freight	INCLUDED
			Total	\$ 116,540.00
			System Discount	\$ (23,308.00)
			Final TOTAL	\$ 93,232.00
1	DXSUS-12MO	YEAR 2: SOFTWARE UPDATE SUBSCRIPTION.	\$ 4,608.00	\$ 4,608.00
1	DXSUS-12MO	YEAR 3: SOFTWARE UPDATE SUBSCRIPTION.	\$ 4,746.00	\$ 4,746.00
1	DXSUS-12MO	YEAR 4: SOFTWARE UPDATE SUBSCRIPTION.	\$ 4,888.00	\$ 4,888.00
1	DXSUS-12MO	YEAR 5: SOFTWARE UPDATE SUBSCRIPTION.	\$ 5,034.00	\$ 5,034.00
Optional Software Subscription Total			\$	19,276.00
2	271176	RapidSOS Intergration	\$ 5,500.00	\$ 11,000.00
Optional Features Total			\$	11,000.00

## Notes / Assumptions

- 1) The proposed recording system consists of 2 fully featured independent voice logging recorders.
- 2) Eastern configuration and installation services are included in the system upgrade proposal price for CY2024
- 3) For the Vesta NG911 Phone System Recording, the proposed recorder includes both an analog and IP interface for up to 16 lines.
- 4) Per the recommendation of Eventide Eastern has included the Geo Search feature. If Ocean City prefers, this feature can be removed from the quote

Thank you for your business!

[www.easterncommunications.com](http://www.easterncommunications.com)

48-14 36<sup>th</sup> Street, Long Island City, NY 11101, 718-729-2044

Proprietary and Confidential



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 "RJM", is placed next to the name Robert J. Mitchell.

**Subject:** Public Hearing Request  
Proposed FY 25/26 MALPF Easement Applications

**Date:** 9/9/24

Attached you will find a memorandum from Katherine Munson, of my staff with regard to the next round of easement applications. We are requesting a public hearing be scheduled for the review of FY 25/26 Maryland Agricultural Land Preservation Foundation (MALPF) applications. The County will have a total of three (3) applications for the sale of easements for the combination of two (2) state fiscal year application periods. This combination of application periods was due to state cuts to the program's funding to balance the state budget.

As you can see from Katherine's memorandum, the required reviews from our local boards have been completed. The applications were reviewed and approved before the Agricultural Land Preservation Advisory Board on June 5, 2024, and the Planning Commission reviewed favorably on September 5, 2024, for their finding of consistency with the *Comprehensive Plan*, that a MALPF easement, if approved for these properties, would be appropriate. Those recommendations, the Planning Commission findings, maps, and detailed information about the applications will be provided prior to the public hearing.

A draft notice for public hearing is attached for use by Ms. Savage for submission for publication. If you have any questions or need additional information please let me know.

### Enclosures

1. Memo from Katherine Munson dated 9-9-24
2. Draft Advertisement

cc: Katherine Munson  
David Bradford



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, Planning Manager *KM*

**Subject:** Public Hearing for Proposed FY 25/26 MALPF Easement Applications

**Date:** September 9, 2024

Please schedule a public hearing for the review of the following three (3) applications to sell an agricultural preservation easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY25/FY26.

1. Guy, Larry Dean and Deborah, TM 99, P 27; Hall Road, Pocomoke City; 96.75 acres
2. Maddux, Percy, S., TM 91, P 59; New Bridge Road; 144.92 acres
3. Maddux, Percy S., TM 99, P 49; 1226 Colona Road, Pocomoke City; 130.02 acres

In order for the applicants to be eligible to sell an easement to MALPF, their applications must be recommended for approval by the Worcester County Planning Commission and the Worcester County Agricultural Land Preservation Advisory Board, and approved by the Worcester County Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

All applications meet the minimum requirements of the MALPF program and were approved by the Worcester County Planning Commission (September 5, 2024) and by the Worcester County Agricultural Land Preservation Advisory Board (June 5, 2024).

Attached is a draft notice of public hearing. There is no State-mandated minimum time period between the date of advertisement and the date of public hearing. We will distribute the public hearing notice to the applicants and adjacent landowners.

Maps and detailed information about each application will be provided prior to the public hearing. Please do not hesitate to contact me with any questions you may have.

Attachment



Worcester County Administration

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

September xx, 2024

TO: *The Daily Times Group and The Ocean City Today Group*  
FROM: Candace Savage, CGFM, Deputy Chief Administrative Officer  
SUBJECT: Worcester County Joint Public Hearing Notice

.....  
Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on September XX, 2024 and September xx, 2024. Thank you.

**NOTICE OF PUBLIC HEARING  
FOR AGRICULTURAL EASEMENT ACQUISITION  
WORCESTER COUNTY COMMISSIONERS**

The purpose of this public hearing is to hear comments on petitions to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the following properties in Worcester County:

1. Guy, Larry Dean and Deborah, TM 99, P 27; Hall Road, Pocomoke City; 96.75 acres
2. Maddux, Percy, S., TM 91, P 59; New Bridge Road; 144.92 acres
3. Maddux, Percy S., TM 99, P 49; 1226 Colona Road, Pocomoke City; 130.02 acres

**PUBLIC HEARING**

**The public hearing on these applications will be held on  
TUESDAY, September xx, 2024 at xx A.M.  
in the Commissioners' Meeting Room, Room 1101 – Government Center  
One West Market Street, Snow Hill, Maryland 21863**

Additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3<sup>rd</sup> floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm . Questions may be directed to Katherine Munson, Planning Manager, by calling (410) 632-1220, extension 1302 or email at [kmunson@co.worcester.md.us](mailto:kmunson@co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS



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: September 9, 2024  
Re: Rezoning Case No. 446 – Island Resort Park, Inc. and Ewell Family Revocable Trust,  
Property Owners and Mark Cropper, Attorney

.....

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 446. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his clients, has filed Rezoning Case No. 446, seeking to rezone approximately 196.11 acres of land shown on Tax Map 40, Parcel 241, Lot C (142.91 Acres) and Parcel 93 (53.2 Acres) currently zoned A-1 Agricultural District to A-2 Agricultural District. The property is located on Cropper's Island Road, Newark, east of US Route 113 (Worcester Highway). The case was reviewed by the Planning Commission at its meeting on September 5, 2024, and was given a favorable recommendation. Attached you will also find the Planning Commission's written Findings of Fact and Recommendation.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

NOTICE  
OF  
PROPOSED CHANGE IN ZONING

NORTH SIDE OF CROPPER'S ISLAND ROAD  
EAST OF US ROUTE 113 (WORCESTER HIGHWAY), NEWARK  
FOURTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 446 has been filed by Mark Cropper on behalf of Island Resort Park, Inc. and Ewell Family Revocable Trust, property owners, for an amendment to the Official Zoning Maps to change approximately 196.11 acres of land located on the northerly side of Cropper's Island Road, Newark, east of US Route 113 (Worcester Highway), in the Fourth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

**PUBLIC HEARING**  
on  
**TUESDAY, \_\_\_\_\_**  
**AT \_\_\_\_\_**  
IN THE COUNTY COMMISSIONERS' MEETING ROOM  
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101  
ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 446 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 446 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS



**PLANNING COMMISSION  
FINDINGS OF FACT  
AND  
RECOMMENDATION**

**REZONING CASE NO. 446**

**APPLICANTS:**

**Island Resort Park, Inc.  
9537 Cropper Island Road  
Newark, MD 21841**

**Ewell Family Revocable Trust  
9552 Cropper Island Road  
Newark, MD 21841**

**ATTORNEY FOR THE APPLICANT:**

**Mark S. Cropper  
6200 Coastal Highway, Suite 200  
Ocean City, Maryland 21842**

**September 5, 2024**

**WORCESTER COUNTY PLANNING COMMISSION**

TABLE OF CONTENTS

I.	Introductory Data	Pages 3 - 4
II.	Testimony Before the Planning Commission	Pages 5 - 8
III.	Findings and Conclusions	Pages 8 - 9
IV.	Planning Commission Recommendation	Pages 9 - 10
V.	Related Material and Attachments	
A.	Public comments received	Pages 11 - 12
B.	Copy of Written Staff Report	Pages 13 - 18
C.	Attachments to the Staff Report:	
1.	Subdivision Plat SVH 230/34-35 dated March 19, 2009	Pages 19 - 20
2.	Comments from Robert J. Mitchell, Worcester County Environmental Programs Director	Pages 21 - 22
3.	Comments from Jeff Fritts, Inspector, Access Mgmt, Maryland State Highway Administration	Page 23
4.	Comments from Matt Owens, Fire Marshal and Director of Emergency Services	Page 24
5.	Comments from Lt. Earl Starner, Maryland State Police	Page 25
6.	Comments from Will Dyer, Department of Natural Resources	Page 26
7.	Maps of petitioned area	Pages 27 - 34
8.	Memo requesting comments	Pages 35 - 36
9.	Application for Amendment of Official Zoning Map with attachments	Pages 37 - 43

## I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 446, filed on May 31, 2024.
- B. APPLICANT:
  - Island Resort Park, Inc.  
9537 Cropper Island Road  
Newark, MD 21841
  - Ewell Family Revocable Trust  
9552 Cropper Island Road  
Newark, MD 21841
- ATTORNEY:
  - Mark S. Cropper  
6200 Coastal Highway, Suite 200  
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 40, Parcel 241, Lot C and Tax Map 40, Parcel 93, Tax District 4
- D. SIZE: On Parcel 241, Lot C, the petitioned area consists of 142.91 acres out of an approximately 151.27-acre parcel. On Parcel 93, the petitioned area consists of 53.2 acres out of an approximately 223.47-acre parcel.
- E. LOCATION: Northerly side of Croppers Island Road, Newark, east of the intersection with US Route 113 (Worcester Highway).
- F. CURRENT USE OF PETITIONED AREA: Parcel 241, Lot C is currently improved with a non-conforming campground. While there is a roadside stand on Parcel 93, it is not located within the petitioned portion of the property, which is currently unimproved.
- G. CURRENT ZONING CLASSIFICATION: A-1 Agricultural District. No change to the RP Resource Protection District boundary is proposed.
 

As defined in the Zoning Code, the intent of the A-1 District is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.
- H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.

As defined in the Zoning Code, the intent of this district is to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 District may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

- I. **APPLICANT'S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the petitioned areas A-1 Agricultural District on November 3, 2009.
- J. **ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 and 1992 comprehensive rezonings. In 2009, a portion of the subject properties was zoned RP Resource Protection District.
- K. **SURROUNDING ZONING:** Adjoining properties to the east, west and north are zoned A-1 Agricultural District and RP Resource Protection District. Properties to the south bordering both sides of Croppers Island Road are zoned R-1 Rural Residential District.
- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category. Pertinent objectives from the Plan have been highlighted in the staff report presented to the Planning Commission.
- M. **WATER AND WASTEWATER:** According to the response memo from Mr. Mitchell, the subject property is served by an existing wastewater treatment plant with biological treatment and an existing drainfield with backup tilefield and sprayfield. Any proposed expansion to the campground would require expansion of the wastewater system.
- N. **ROAD ACCESS:** The petitioned area of Parcel 241, Lot C has frontage on Croppers Island Road, a County-owned and maintained road. Parcel 93 has road frontage on Croppers Island Road, as well as US Route 113 (Worcester Highway), however the petitioned area is not proposed to extend to the highway. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the request. No comments were received from the County Roads Division of the Department of Public Works.

## II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

Mark Cropper, applicant's attorney, Gregory Wilkins, professional land surveyor, Bob Ewell, property owner, were present for the review. Submitted as Applicant's Exhibit No. 1 was a binder containing seven sections of documents. Mr. Cropper stated that the Planning Commission has reviewed most of the documents previously, except for the final item that contains a traffic impact analysis that was conducted this year by The Traffic Group. He read the findings of the report, found on page 3 of 4, which state that the analysis continues to yield a Level of Service (LOS) A, and the anticipated expansion of the rental campground by 53 sites would have a de minimis impact on the existing roadway network, consisting of Cropper's Island Road as well as the intersection with US Route 113 (Worcester Highway).

Mr. Cropper then identified all the remaining documents contained in the binder, which included the following items:

- The opinion of the Board of Zoning Appeals Case No. 65727 for the 2002 special exception that was granted for the original 92 site campground on Parcel 93.
- The opinion of the Board of Zoning Appeals Case No. 105968 for the 2008 special exception that was granted to expand the campground to a total of 167 sites, and a variance to the setback between a residential district and the campground from 1,000 feet to 500 feet.
- Island Resort Campground application for an Atlantic Coastal Bays Critical Area Growth Allocation. Mr. Cropper noted that the Growth Allocation was approved by the County Commissioners, and the only purpose for it was to facilitate the expansion of the campground by the additional 53 sites.
- The Findings of Fact from the Planning Commission to the County Commissioners with a favorable recommendation for the requested Growth Allocation.
- Meeting minutes dated January 16, 2024, from the County Commissioners approving the Critical Area Growth Allocation to support the expanded campground.
- A site plan that reflects the additional 53 sites. If the County Commissioners look favorably upon the rezoning, this will be the site plan that will be submitted to the Board of Zoning Appeals for the special exception for the expansion of the campground.
- The traffic impact analysis report prepared by The Traffic Group.

Mr. Cropper stated that the applicant would not be seeking the rezoning if they were not endeavoring to expand the campground by the 53 sites. The issue arose because of the 2009 comprehensive rezoning and updated Zoning and Subdivision Control Article, in which campgrounds were no longer a permitted use in the A-1 Agricultural District. What was previously the A-1 District was split into the A-1 District and the A-2 Agricultural District. As a result of that change, rental campgrounds are now only allowed in the A-2 District. Mr. Ewell's campground retained an A-1 Agricultural District designation, and therefore it became a legal non-conforming use. There are limitations under the non-conforming uses, wherein you can only expand the use up to 50%. Mr. Cropper contended that it was not clear what land area would be included, and therefore to avoid the debate, they have sought a rezoning for the existing

campground area and the proposed expansion area from A-1 District to A-2 District. The campground then becomes a legal conforming use, which can then be expanded without being limited by the 50% rule. The proposed expansion area would also be a legal conforming use.

The purpose for providing all the information on the Growth Allocation request was that the applicant wouldn't even be requesting a rezoning if the County Commissioners had denied the Growth Allocation request, as the campground expansion was dependent upon that approval. Mr. Cropper stated that as part of the Growth Allocation request there is a plethora of concerns that must be addressed in determining whether a use is appropriate on the specific property, which in this case is the campground expansion. He stated that the most predominant issues in the growth allocation process pertain to environmental issues, such as impacts to wetlands or buffers. The entire purpose of the growth allocation process is to determine if this use on this property warrants a change in the Critical Area designation that otherwise wouldn't be allowed. Mr. Cropper argued that the Planning Commission's favorable recommendation and the County Commissioner's approval of the growth allocation as reflected in the record therefore support the rezoning of the property to be a legal conforming use. He reiterated that the non-conforming status occurred because of the actions of the County Commissioners in 2009 in adopting the Zoning Code and Zoning Maps, and not because of the actions of the applicant. He shouldn't be limited or restricted on the expansion of the campground for an action that he did not take.

In the staff report, the issue was raised that the existing campground was on Parcel 241, but the expansion is on Parcel 93. Mr. Cropper explained that when the original campground was approved, it was all Parcel 93. When the expansion was approved in 2008, it was all Parcel 93. The newly proposed expansion is also on Parcel 93. Mr. Ewell, for estate planning purposes, created Parcel 241 from Parcel 93. Mr. Cropper argued that the expansion does not require a boundary line adjustment, but his client could do that if staff felt that was the best option. Mr. Cropper restated that the proposed rezoning is based on a mistake, and the mistake is the fact that the adoption of the 2009 Zoning Code and Zoning Maps resulted in a legal non-conformity, which limited Mr. Ewell's ability to pursue this expansion.

Mr. Cropper introduced Gregory Wilkins, professional land surveyor. He concurred with the statements that were made by Mr. Cropper. Part of the Growth Allocation process requires a finding of consistency with the Worcester County Comprehensive Plan. Since the Growth Allocation was approved specifically for the expansion of the campground for the 53 sites, it was already found that the expansion is consistent with the Comprehensive Plan, otherwise the Growth Allocation could not have been approved. Mr. Wilkins concurred.

Mr. Ewell testified that he was not aware of the mistake that was created in 2009 when the Zoning Code and Zoning Maps were being updated. He has always wanted to expand the campground without the additional burdens or restrictions. If the County Commissioners rezone the area where the existing campground is and the portion of Parcel 93 that would accommodate the expansion would cure the mistake and facilitate all expansions that they intend to make on the campground. Mr. Ewell concurred that he would not have gone through the Growth Allocation process if he had not intended to expand the campground and achieve the final phase

of this project.

Mr. Ewell hired The Traffic Group to conduct the traffic study, and he has reviewed and concurred with the findings that Cropper's Island Road can accommodate the additional traffic generated by an additional 53 sites, at a LOS A.

Mr. Cropper stated that when the project was previously before the Planning Commission during the Growth Allocation request, they had been proposing 62 sites. However, that plan would have required Mr. Ewell to seek a variance to the 1,000-foot setback from a residential zoning district, and therefore they have reduced the number of sites to 53. Should the County Commissioners approve the rezoning, Mr. Ewell acknowledges that they will still be required to seek a special exception for the expansion of the rental campground.

Mr. Barbierri clarified that the request is for the entirety of the A-1 zoned area on Parcel 241, and strictly the petitioned area of Parcel 93 as shown on the site plan exhibit. He reiterated that it does not include the area where the butcher shop/ roadside stand is located. Mr. Cropper wanted to make it very clear that they were only seeking to rezone that portion of Parcel 93 that is necessary to accommodate the campground expansion and the existing campground. There is no intention to expand the A-2 District zoning anywhere else on the property. He has stipulated to many people that they are only seeking to make the existing campground and expansion a legal conforming use. He reiterated that they have no objections to a boundary line adjustment but doesn't think it is necessary.

Relative to the traffic study, Mr. Barbierri wanted to confirm that the counts were done on Memorial Day weekend, and at that time 95% of the units were occupied. Mr. Cropper stated that it was done intentionally, so that they documented the most extensive use of Cropper's Island Road. When asked if they were ever at 100% capacity, Mr. Ewell confirmed that they were, just not that weekend. Mrs. Drew inquired about whether some individuals rented their spot for the season, and Mr. Ewell confirmed that they do, and leave their recreational vehicles on the site.

Mr. Barbierri confirmed receipt of one email from a resident noting their concerns that was submitted as part of the Planning Commission's review. Mr. Cropper noted that many of the concerns were addressed during the Growth Allocation review, namely that runoff would be addressed with the development plan and the wastewater facility will accommodate the expansion with the modifications that have been approved.

Mrs. Wimbrow stated that while not opposed to the project, she has a concern with the argument of a mistake on Parcel 93, since those sites were not anticipated at that time. Mr. Ewell always anticipated an expansion; what he didn't anticipate were the limitations and restrictions created by being converted from a legal conforming use to a legal non-conforming use. Mr. Cropper argued that such an intense use as the campground on what was A-1 zoned property was not taken into consideration during the 2009 comprehensive rezoning process. He continued, stating that to take the argument to the furthest extreme, if the County Commissioners were only

to rezone the existing campground located on Parcel 241, and not the petitioned portion of Parcel 93, then the rezoning of Parcel 241 becomes an argument for a change in the character of the neighborhood, for which they would seek another rezoning for Parcel 93. Therefore, there is no reason to go to that step.

Mrs. Wimbrow further inquired whether the applicant has confirmed that there is no additional area required beyond the proposed petitioned area to accommodate the expansion. Mr. Cropper stated that he has relied on the surveyor and engineer as the experts to verify that this will be all they would need. Mr. Wilkins confirmed that it would be sufficient.

Upon a question about whether it would be cleaner to prepare a boundary line adjustment to incorporate the petitioned area of Parcel 93, staff confirmed that it would be, as the rezoning would follow a property line rather than a zoning boundary described by metes and bounds. Mrs. Drew revisited the timeline of the subdivision of the property. At the time of the original campground development, it was all Parcel 93. In March of 2009, Mr. Ewell subdivided the campground (now Parcel 241) from the remaining lands of Parcel 93. She stated that if the rezoning were to occur, that the boundary line adjustment would be cleaner.

Mrs. Knight asked whether the traffic study reviewed speed? Mr. Cropper stated that it was strictly traffic volumes, and not speed. Mr. Wilkins verified that the digital speed sign is still there, and Mrs. Knight noted that many of the residents appreciate that sign based on feedback she has received. Furthermore, she stated that she has no problem with the change in zoning.

Following the discussion, a motion was made by Mrs. Knight, seconded by Ms. Smith, and carried unanimously to find the proposed amendment to rezone the petitioned area from A-1 Agricultural District to A-2 Agricultural District consistent with the Comprehensive Plan based on a mistake in the zoning of the property, and forward a favorable recommendation to the Worcester County Commissioners, with the condition that a boundary line adjustment be prepared to incorporate the petitioned area into Parcel 241.

### III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because the argument was based on a mistake that a definition of the neighborhood was not applicable.
- B. Regarding population change: The Planning Commission concluded that there would be no change in the year-round population of Cropper's Island Road because of the campground expansion.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as there is no public water and sewer infrastructure planned to serve the petitioned area, and the campground is



served by an existing wastewater treatment plant with biological treatment and an existing drainfield with backup tilefield and sprayfield.

- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Cropper's Island Road, a County-owned and -maintained road. There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system. The traffic impact analysis prepared by The Traffic Group was conducted on Memorial Day weekend, when 95% of the campground was occupied, to document the most extensive use of Cropper's Island Road. The analysis showed that the road is currently at a Level of Service A, and that the expansion of the campground by 53 sites would cause a de minimis impact. Based upon its review, the Planning Commission found that there will be no negative impact on the transportation patterns arising from the proposed rezoning of the petitioned area.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that a portion of the petitioned area is an existing campground, and the remaining petitioned area on Parcel 93 is proposed for the expansion. The environmental conditions in the area have been addressed in detail with the Growth Allocation request, which was submitted into the record as Applicant's Exhibit No. 1. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from A-1 Agricultural District to A-2 Agricultural District is compatible with the existing and proposed development and existing environmental conditions in the area.
- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission finds that the 2006 Comprehensive Plan encourages campgrounds as a means of temporary recreational housing and that their recreational uses have been important to the county's resort tradition. Specifically, the Planning Commission finds that the petitioned area is an area that is desirable for recreation, and therefore the expansion of the campground is consistent with the Comprehensive Plan and in keeping with its goals and objectives.

#### IV. PLANNING COMMISSION RECOMMENDATION

In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Commission found that the existing campground should have been zoned A-2 Agricultural District at the time of the 2009 comprehensive rezoning. Uses such as

campgrounds and golf courses were included in this new zoning district for the express purpose of limiting the land area where the commercialized recreational uses could be permitted. While the subdivision occurred prior to the comprehensive rezoning in 2009, the Planning Commission found that it was a mistake in the existing zoning not to allow for a greater use of the parcel for a campground, even though the currently proposed expansion area on Parcel 93 was not a pre-existing approval at the time. Based upon its review, the Planning Commission concluded that the A-2 Agricultural District zoning is more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 446, seeking a rezoning of the petitioned area from A-1 Agricultural to A-2 Agricultural District, with the condition that a boundary line adjustment be prepared to incorporate the petitioned area into Parcel 241.

V. RELATED MATERIALS AND ATTACHMENTS

**From:** [Jennifer Keener](#)  
**To:** [Jennifer Keener](#)  
**Subject:** FW: Ewell request for Island Resort Campground  
**Date:** Friday, September 6, 2024 12:04:14 PM

---

-----Original Message-----

From: RAYE SIMPSON <rayesimpson@aol.com>  
 Sent: Wednesday, September 4, 2024 5:09 PM  
 To: Matthew Laick <mllaick@co.worcester.md.us>  
 Cc: Kristen Tremblay <ktremblay@co.worcester.md.us>; michele brill <michele.brill@aol.com>  
 Subject: Re: Ewell request for Island Resort Campground

Hello Kristen and Matthew Laick

Thank you Kristen for responding so quickly and forwarding my concern to Matthew Laick.

For Matthew: As stated below, I hope you and the commission will really scrutinize the request by Mr Bob Ewell to expand the Island Resort Campground. Many residents on Cropper Island Rd, which is adjacent to this property, have expressed concern in the past against this expansion.

Concerns include:

))Already, there are over 200 campsites ))Stress on our sewer systems near our wetlands ))Stress on our water wells  
 ))Possible pollution of the adjacent bay ))Cows in the pastures with manure next to the campground ))Camp fire smoke and camp fires on dry days ))More traffic on our small road. The campers have large motor homes and camper rigs. No tents. There is a lot of traffic on our road from spring to fall and the campers can't wait to get here, thus speeding over 30 mph up to 50+ mph is an issue.

Thank you for your time in reading my email.

Raye Simpson  
 9400 Cropper Island Rd  
 Newark MD 21841  
 410-726-3179

Sent from my iPhone

> On Sep 4, 2024, at 4:31 PM, Kristen Tremblay <ktremblay@co.worcester.md.us> wrote:

>

> Hi Raye,

>

> I hope you are doing well. I haven't been involved in their rezoning request, but Matt, cc'd here might be able to help answer your questions.

>

> Kristen M. Tremblay, AICP

> Zoning Administrator

> One West Market Street, Room 1201

> Snow Hill, MD 21863

> (410)632-1200

>

>

> -----Original Message-----

> From: RAYE SIMPSON <rayesimpson@aol.com>

> Sent: Wednesday, September 4, 2024 3:58 PM

> To: Kristen Tremblay <ktremblay@co.worcester.md.us>

> Cc: michele brill <michele.brill@aol.com>

> Subject: Ewell request for Island Resort Campground

>

> Hello Kristin Tremblay

- > I understand that the Worcester County Planning Commission will be reviewing tomorrow, Sept 5, 2024, a request by Mr Bob Ewell and his attorney for a change in zoning so he can expand the Island Resort Campground.
- > I hope you are one of the persons involved in this review. If not, could you please forward this to those persons who are involved.
- > In my opinion, this request should not be allowed. Mr Ewell already has over 200+ campsites on Cropper Island Rd and now a butcher shop and cows in his pastures. When is enough going to be enough? Anymore expansion of this campground will put stress on our water and sewer systems already in place. In addition, this land is adjacent to the Synepuxent Bay, a critical resource area. Every summer large motor homes travel up and down this small county road at break neck speed. The campers don't give a damn about the neighborhood tranquility.
- > Many residents of Cropper Island Rd have been to several meetings to express our concern about Mr Ewell's wish to expand and expand again.
- > I sincerely hope that this time this request is denied.
- > Raye Simpson
- > 9400 Cropper Island Rd
- > Newark MD 21841
- > 410-726-3179
- >
- >
- > Sent from my iPhone

**STAFF REPORT****REZONING CASE NO. 446**

**PROPERTY OWNER:** Island Resort Park, Inc.  
9537 Cropper Island Road  
Newark, MD 21841

Ewell Family Revocable Trust  
9552 Cropper Island Road  
Newark, MD 21841

**ATTORNEY:** Mark S. Cropper  
6200 Coastal Highway, Suite 200  
Ocean City, Maryland 21842

**TAX MAP/PARCEL INFO:** Tax Map 40, Parcel 241, Lot C and Tax Map 40, Parcel 93, Tax District 4

**SIZE:** On Parcel 241, Lot C, the petitioned area consists of 142.91 acres out of an approximately 151.27-acre parcel. On Parcel 93, the petitioned area consists of 53.2 acres out of an approximately 223.47-acre parcel.

**LOCATION:** Northerly side of Croppers Island Road, Newark, east of the intersection with US Route 113 (Worcester Highway).

**CURRENT USE OF PETITIONED AREA:** Parcel 241, Lot C is currently improved with a non-conforming campground. While there is a roadside stand on Parcel 93, it is not located within the petitioned portion of the property, which is currently unimproved.

**CURRENT ZONING CLASSIFICATION:** A-1 Agricultural District. No change to the RP Resource Protection District boundary is proposed.

As defined in the Zoning Code, the intent of the A-1 District is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

**REQUESTED ZONING CLASSIFICATION:** A-2 Agricultural District.

As defined in the Zoning Code, the intent of this district is to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 District may also be used for limited residential

development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

**APPLICANT’S BASIS FOR REZONING:** The application indicates that a mistake was made in zoning the petitioned areas A-1 Agricultural District on November 3, 2009.

**ZONING HISTORY:** At the time zoning was first established in 1964, the petitioned area was given an A-1 Agricultural District classification, which was retained in the subsequent 1978 and 1992 comprehensive rezonings. In 2009, a portion of the subject properties was zoned RP Resource Protection District.

**SURROUNDING ZONING:** Adjoining properties to the east, west and north are zoned A-1 Agricultural District and RP Resource Protection District. Properties to the south bordering both sides of Croppers Island Road are zoned R-1 Rural Residential District.

**IN REGARD TO THE APPLICANT’S ARGUMENT FOR MISTAKE:** At the time of the 2009 comprehensive rezoning, Parcel 241, Lot C was developed as a campground with vested approvals for expansion on this same parcel. The A-2 Agricultural District was new to the 2009 Zoning Code; campgrounds were specifically removed from the A-1 district regulations and placed in the A-2 regulations. *Therefore, the petitioned area of Parcel 241, Lot C should have received an A-2 Agricultural District zoning designation in 2009.*

However, Parcel 93 was subdivided from the campground parcel by the current property owner prior to the adoption of the 2009 comprehensive rezoning maps and has historically been used for general agricultural purposes. The applicant is seeking a rezoning for only a portion of the parcel (petitioned area) to accommodate an expansion of the campground.

The petitioned area of Parcel 93 was not part of the planned and vested campground expansions prior to the 2009 code and map adoption – per applicant’s Exhibit B, the first application for the new expansion was dated October 2022 associated with a Critical Area Growth Allocation request. As a legal non-conforming use, the Zoning Code allows the applicant to seek Board of Zoning Appeals (BZA) approval for an expansion of no more than 50% of the land area, number of sites, etc. as vested prior to the 2009 code and map update. An application was received by the department, but the case was postponed prior to the public hearing with the BZA at the request of the applicant.

*\*As the primary basis for the requested rezoning, the applicant should further explain how the staff, Planning Commission and Worcester County Commissioners made a mistake in the zoning classification of Parcel 93 in 2009, and specifically that of the petitioned area, when there were no plans for a campground expansion contemplated on this parcel at that time.*

#### **COMPREHENSIVE PLAN:**

The County’s Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of

the criteria that is considered in all rezoning requests, as listed in Section 1-113(c)(3) of the Zoning Ordinance and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Agriculture Land Use Category. Regarding the Agriculture Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county’s way of life. . . . The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses. . . . Residential and other conflicting land uses, although permitted, are discouraged. . . . Also as a general policy, the practice of not rezoning agricultural land for other uses should continue.”  
(Page 18)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county’s less developed regions.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.
8. Regulate development to minimize consumption of land, while continuing the county’s rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.
19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12 & 13)

Much of the surrounding area is also designated as “Agriculture” on the Land Use Plan; the only exceptions are an area designated “Existing Developed Area” that recognizes existing residences along Croppers Island Road and a portion of US 113; and land designated “Green Infrastructure” to the east along two tributaries of Newport Bay (Bassett Creek and Porter Creek).

In Chapter 5 – Housing, the Plan states: “Campgrounds provide temporary recreational housing and they have been part of the county’s resort tradition. The county has enacted a variety of site, design, and occupancy standards for campgrounds and should continue to monitor their development, operation, and use for compliance. While suitable for temporary accommodations,

these uses should not be permitted to evolve into permanent housing due to health and safety issues” (Page 69).

Chapter 6 – Public Infrastructure, acknowledges the county’s policy to have developers provide all on-site infrastructure relative to new development. In addition, “infrastructure costs should be borne by those who directly benefit; developers will remain responsible for the services required by new development” (Page 70). Section 3.2 of the Water Resources Element notes that cooperative campgrounds that will be served with certain larger wastewater systems can be privately owned. Island Resort Campground is served by such a system as described in Mr. Mitchell’s memo.

In Chapter 7 – Transportation, the Plan states that the County’s highest transportation project priority is the complete dualization of US 113, and since the Plan’s adoption in 2006, this project has been completed. The subject property has frontage on US 113, but access is provided from Cropper’s Island Road.

Chapter 7 includes a section on US 113 and identifies it as a Multilane and Two Lane Divided Primary Highway/Arterial Highway and contains the following recommendations (Page 85):

- Complete dualization project from Berlin to south of Snow Hill.
- Implement access control plan to maintain its status as a limited access roadway.
- Complete scenic and transportation corridor planning for remainder of US 113.

The Plan’s Transportation element also states that “[t]he county’s rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due to their configuration, rural roads within this plan’s growth areas will require improvements to handle the expected additional traffic.” (Page 80)

In this same chapter, under the heading General Recommendations – Roadways, it states the following (page 87):

1. Acceptable Levels of Service—It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered “impacted.” Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.

**WATER AND WASTEWATER:** According to the attached response memo from Mr. Mitchell, the subject property is served by an existing wastewater treatment plant with biological



treatment and an existing drainfield with backup tilefield and sprayfield. Any proposed expansion to the campground would require expansion of the wastewater system.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are MqA – Mattapex silt loam; NaA – Nassawango fine sandy loam; Ot – Othello silt loam; and SaA – Sassafras sandy loam. As illustrated on the attached soil map, the easterly portion of the petitioned area where the existing campground and wastewater system is located contains well drained soils, while the westerly portion of the petitioned area has a mix of poorly drained and very poorly drained soils, with one area of well drained soils.

**EMERGENCY SERVICES:** Fire and ambulance service are available from the Newark Volunteer Fire Company, located approximately 3.5 miles away. No comments were received from the fire company regarding this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately nine miles away, and the Worcester County Sheriff’s Office in Snow Hill, approximately 11 miles away. No comments were received from the Sheriff’s Office. According to the email from the Maryland State Police, they had no comment to provide.

**ROADWAYS AND TRANSPORTATION:** The petitioned area of Parcel 241, Lot C has frontage on Croppers Island Road, a County-owned and maintained road. Parcel 93 has road frontage on Croppers Island Road, as well as US Route 113 (Worcester Highway), however the petitioned area is not proposed to extend to the highway.

The Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the request. No comments were received from the County Roads Division of the Department of Public Works.

**SCHOOLS:** The petitioned area is within Zone 4 of the Worcester County Public School Zones and is served by the following schools: Buckingham Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

**CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS:** Mr. Mitchell also notes in his memorandum that the petitioned area is located within the Atlantic Coastal Bays Critical Area (ACBCA), with portions of the parcels designated as Resource Conservation Area (RCA). A locally approved Growth Allocation was granted for 33.36 acres of RCA to be reclassified as Limited Development Area (LDA) associated with the campground expansion. No comments have been received at this time from the State Critical Area Commission relative to this request.

**FLOOD ZONE:** The FIRM map (24047C0165H, effective July 16, 2015) indicates that the petitioned area of the property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard), with a portion located in flood zone AE with a base flood elevation of five feet.

**PRIORITY FUNDING AREAS:** The petitioned area is not within a designated Priority Funding Area (PFA). The closest PFA is in Newark approximately 2.5 miles southwest.

**INCORPORATED TOWNS:** This property is approximately five miles from the Town of Berlin.

**ADDITIONAL COMMENTS RECEIVED:** The following agencies submitted responses with no comment (attached):

- Email from Will Dyer, DNR.
- Email from Matt Owens, Fire Marshal and Director of Emergency Services.
- Email from Lt. Earl Starner, Maryland State Police.

!!**IMPORTANT**!!

**THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:**

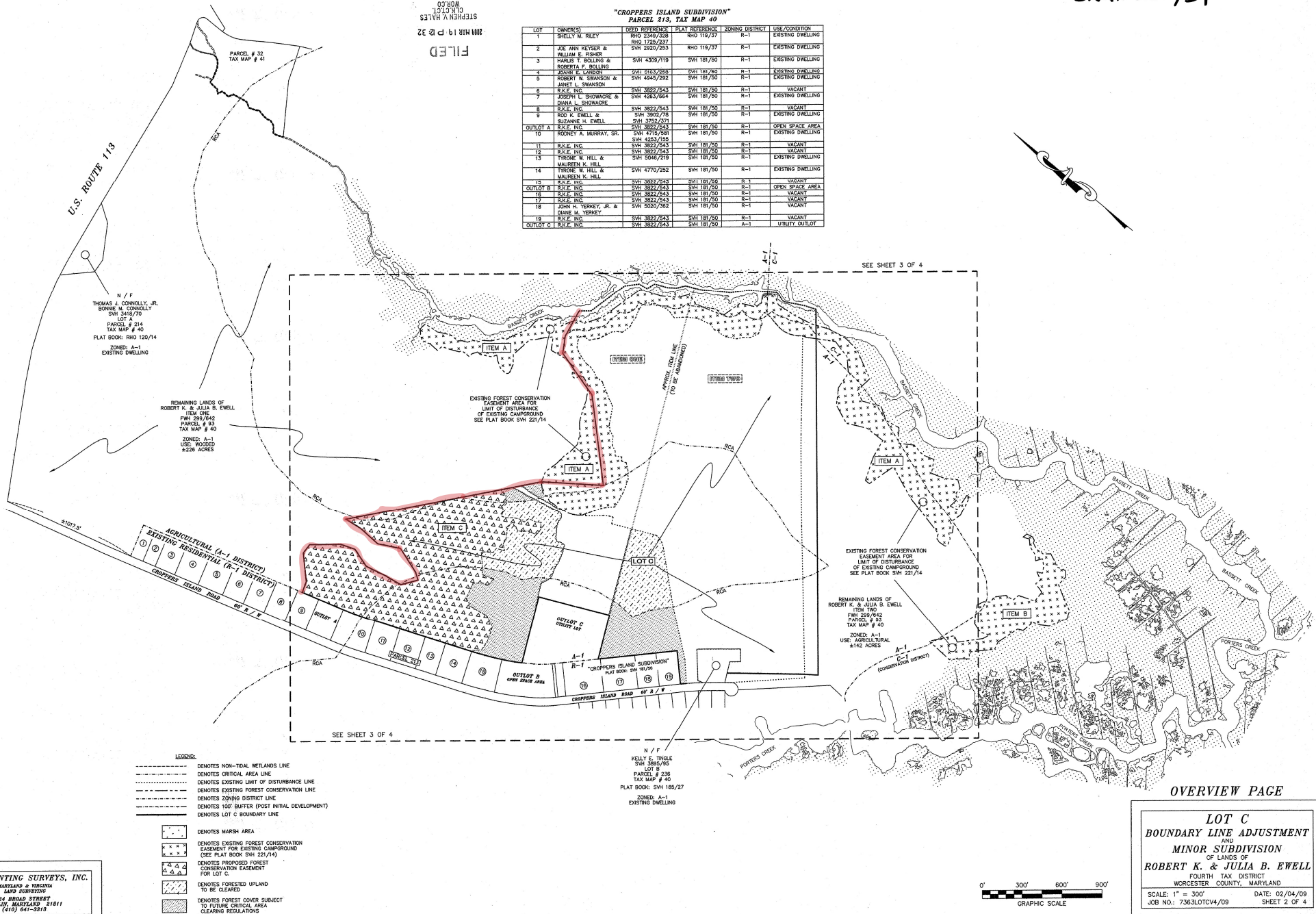
1. What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

S.V.H. 230/34

FILED  
 CLERK OF DISTRICT COURT  
 STEPHEN V. HALLS  
 NOV 19 2022

"CROPPERS ISLAND SUBDIVISION"  
 PARCEL 213, TAX MAP #0

LOT	OWNER(S)	DEED REFERENCE	PLAT REFERENCE	ZONING DISTRICT	USE/CONDITION
1	SHELLY M. RILEY	RHO 1340/268	RHO 116/37	R-1	EXISTING DWELLING
2	JOE ANN KEYSER & WILLIAM K. FOWLER	SVH 2820/253	SVH 181/50	R-1	EXISTING DWELLING
3	HARLES T. BOLLING & ROBERTA E. LARSON	SVH 4308/119	SVH 181/50	R-1	EXISTING DWELLING
4	ROBERT M. SWANSON & JANET L. SWANSON	SVH 2153/255	SVH 181/50	R-1	EXISTING DWELLING
5	R.K.E. INC.	SVH 4945/292	SVH 181/50	R-1	EXISTING DWELLING
6	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	VACANT
7	JOSEPH L. SHOWACRE & DIANA L. SHOWACRE	SVH 4263/184	SVH 181/50	R-1	EXISTING DWELLING
8	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	VACANT
9	ROD K. EWELL & SUZANNE H. EWELL	SVH 3002/78	SVH 181/50	R-1	EXISTING DWELLING
OUTLOT A	R.K.E. INC.	SVH 3752/271	SVH 181/50	R-1	OPEN SPACE AREA
10	RODNEY A. MURRAY, SR.	SVH 3822/243	SVH 181/50	R-1	EXISTING DWELLING
11	R.K.E. INC.	SVH 4719/581	SVH 181/50	R-1	VACANT
12	R.K.E. INC.	SVH 4257/355	SVH 181/50	R-1	VACANT
13	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	VACANT
14	TYRONE W. HILL & MAUREEN K. HILL	SVH 5046/219	SVH 181/50	R-1	EXISTING DWELLING
15	R.K.E. INC.	SVH 4770/252	SVH 181/50	R-1	EXISTING DWELLING
16	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	VACANT
OUTLOT B	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	OPEN SPACE AREA
17	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	VACANT
18	JOHN H. VERNEY, JR. & DIANE M. VERNEY	SVH 5207/362	SVH 181/50	R-1	VACANT
19	R.K.E. INC.	SVH 3822/243	SVH 181/50	R-1	VACANT
OUTLOT C	R.K.E. INC.	SVH 3822/243	SVH 181/50	A-1	UTILITY OUTLOT



L. E. BUNTING SURVEYS, INC.  
 LAND SURVEYING  
 24 BRIDAL STREET  
 BERLIN, MARYLAND 21811  
 (410) 641-3813

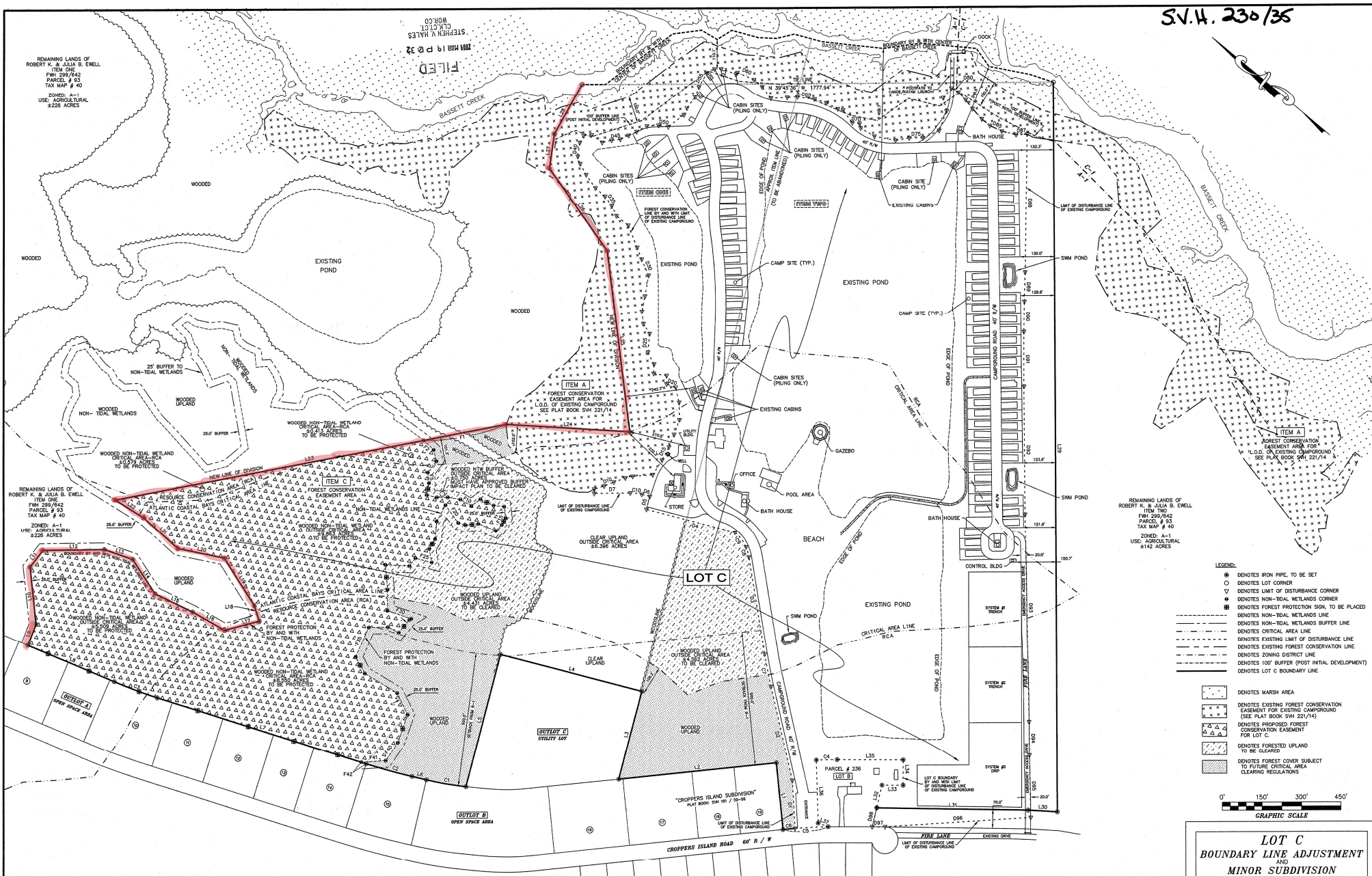
## OVERVIEW PAGE

LOT C  
 BOUNDARY LINE ADJUSTMENT  
 AND  
 MINOR SUBDIVISION  
 OF LANDS OF  
 ROBERT K. & JULIA B. EWELL  
 FOURTH TAX DISTRICT  
 WORCESTER COUNTY, MARYLAND

SCALE: 1" = 300'  
 JOB NO.: 7363LOT04/09  
 DATE: 02/04/09  
 SHEET 2 OF 4



SV.H. 230/35



L. E. BUNTING SURVEYS, INC.  
HARPLAND & TOROWA  
LAND SURVEYING  
14 BRAD STREET  
BERLIN, MARYLAND 21011  
(410) 641-5813

**LOT AREA CALCULATIONS**  
AREA OF LOT C FROM "ITEM ONE" OF DEED FWH 289/642 = 469.40 ACRES  
AREA OF LOT C FROM "ITEM TWO" OF DEED FWH 289/642 = 381.87 ACRES  
AREA OF LOT C TO CENTER OF BASSITT CREEK = 4161.27 ACRES  
WATER AREA OF LOT C IN BASSITT CREEK = 21.34 ACRES  
NET AREA OF LOT C = 2149.93 ACRES

**FOREST CONSERVATION CALCULATIONS**  
AREA SUBJECT TO PLAN No.2008-01 = 275.39 ACRES  
AREA SUBJECT TO PLAN No.2008-09 = 275.98 ACRES  
AREA OF LOT C TO CENTER OF BASSITT CREEK = 2151.27 ACRES

**CRITICAL AREA CALCULATIONS**  
\*THE FOLLOWING AREA CALCULATIONS CONCERN THE AREA OF LOT C OUTSIDE OF THE EXISTING LIMIT OF DISTURBANCE\*  
TOTAL CRITICAL AREA (RCA) = 249.82 ACRES  
\*SEE ATLANTIC COASTAL BAYS CRITICAL AREA LAY NOTE\*  
FOREST COVER WITHIN RCA TO BE PROTECTED UNDER FOREST CONSERVATION EASEMENT FOR THIS PLAN (7.0 ITEM C) = 29.54 ACRES  
FOREST COVER WITHIN RCA OF LOT C SUBJECT TO FUTURE CRITICAL AREA CLEARING REGULATIONS = 219.92 ACRES

**LOT C**  
**BOUNDARY LINE ADJUSTMENT**  
**AND**  
**MINOR SUBDIVISION**  
OF LANDS OF  
**ROBERT K. & JULIA B. EWELL**  
FOURTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND  
SCALE: 1" = 150' DATE: 02/04/09  
JOB NO.: 7363LOT04/09 SHEET 3 OF 4



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:** Gary Pusey, Deputy Director, DDRP

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the "From:" line.

**Subject:** **EP Staff Comments on Rezoning Case No. 446**  
Worcester County Tax Map 40, Parcel 241 and  
Worcester County Tax Map 40, Parcel 93  
Reclassify approximately 142.91 acres and 53.2 acres  
From A-1 Agricultural District to A-2 Agricultural District

**Date:** 7/19/24

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed "change in zoning" would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. These properties have an Agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do adjacent properties surrounding this property, save the residential properties on Croppers Island Road, which carry an Existing Developed designation. The application proposes no changes to the Resources Protection (RP) District boundary which corresponds somewhat with the Green Infrastructure Land Use Map designation that borders the shoreline areas on the creek along the northern edge of the property.
2. Parcel 93 is improved with a roadside stand and has existing well and septic. Parcel 241 is improved with an existing campground which the owners would like to expand into Parcel 93. The campground is served with an existing wastewater treatment plant with biological treatment and existing drainfield with a backup tilefield and sprayfield. These system would be expanded, as needed, to serve an expanded campground.
3. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). There are portions of these parcels designated as a Resource Conservation Area (RCA). A critical area growth allocation was locally approved for 33.36 acres of RCA area reclassified as Limited Development Area (LDA).
4. A field delineation of all environmental features, including, but not limited to, buffers, non-tidal wetlands, and tidal wetlands, will be required prior to our NR division being able to provide any specific project plan approvals. This is done to assure that future development will meet the requirements of the ACBCA that are in place at the time of construction.

## ITEM 7

5. All re-zonings located wholly or partially within the Critical Area require notification to the Critical Area Commission for comment and we don't have comments from them at this time. We would note, however, that we do have other campgrounds in the county that have A-2 zoning classifications.

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

**Jennifer Keener**

---

**From:** Jennifer Keener  
**Sent:** Wednesday, June 12, 2024 10:29 AM  
**To:** Jennifer Keener  
**Subject:** Rezoning Case #446

---

**From:** Jeffrey Fritts <[JFritts@mdot.maryland.gov](mailto:JFritts@mdot.maryland.gov)>  
**Sent:** Wednesday, June 12, 2024 9:37 AM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Cc:** Steve Orth <[steven.orthfire@gmail.com](mailto:steven.orthfire@gmail.com)>; Robert Rhode <[rrhode@co.worcester.md.us](mailto:rrhode@co.worcester.md.us)>; Billy Birch <[bbirch@co.worcester.md.us](mailto:bbirch@co.worcester.md.us)>; Chris Clasing <[cclasing@co.worcester.md.us](mailto:cclasing@co.worcester.md.us)>; Dallas Baker <[dbaker@co.worcester.md.us](mailto:dbaker@co.worcester.md.us)>; Daniel Wilson <[DWilson12@mdot.maryland.gov](mailto:DWilson12@mdot.maryland.gov)>; Garth McCabe <[garth.mccabe@usda.gov](mailto:garth.mccabe@usda.gov)>; Kevin Lynch <[klynch@co.worcester.md.us](mailto:klynch@co.worcester.md.us)>; [LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org); [earl.starner@maryland.gov](mailto:earl.starner@maryland.gov); Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>; Matthew Crisafulli <[mcrisafulli@co.worcester.md.us](mailto:mcrisafulli@co.worcester.md.us)>; Melanie Pursel <[mpursel@co.worcester.md.us](mailto:mpursel@co.worcester.md.us)>; Rebecca Jones <[rjones@maryland.gov](mailto:rjones@maryland.gov)>; Robert Mitchell <[bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us)>; Will Dyer <[Will.Dyer@maryland.gov](mailto:Will.Dyer@maryland.gov)>  
**Subject:** Rezoning Case #446

April,

After a review of rezoning case #446, SHA determined that there will be no negative impact to the surrounding State roadway network.

Thanks,



**Jeff Fritts**  
 Inspector  
 Access Management

410.677.4039 **office**  
 443.397.5063 **mobile**  
[Jfritts@mdot.maryland.gov](mailto:Jfritts@mdot.maryland.gov)

**Maryland Department of Transportation**  
 660 West Road, Salisbury, MD 21801

**Jennifer Keener**

---

**From:** Jennifer Keener  
**Sent:** Thursday, July 18, 2024 9:54 AM  
**To:** Jennifer Keener  
**Subject:** FW: Agency Memo Case #446

---

**From:** Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>  
**Sent:** Thursday, July 18, 2024 9:50 AM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** RE: Agency Memo Case #446

I have no comments on this rezoning request.

Thanks,

Matt



**Matthew Owens, CFI, CFPS**  
 Fire Marshal  
 Director of Emergency Services

---

(410) 632-5666(Office) | (410) 632-1311  
(443) 783-0071 (Mobile) | (410) 632-5664 (Fax)  
[co.worcester.md.us/departments/firemarshal](http://co.worcester.md.us/departments/firemarshal)  
[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)  
1 West Market St - Room 1302 - Snow Hill, MD 21863

---

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

---

**From:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Sent:** Thursday, July 18, 2024 9:11 AM  
**To:** Robert Rhode <[rrhode@co.worcester.md.us](mailto:rrhode@co.worcester.md.us)>; Steve Orth ([steven.orthfire@gmail.com](mailto:steven.orthfire@gmail.com)) <[steven.orthfire@gmail.com](mailto:steven.orthfire@gmail.com)>; Chris Clasing <[cclasing@co.worcester.md.us](mailto:cclasing@co.worcester.md.us)>; Dallas Baker <[dbaker@co.worcester.md.us](mailto:dbaker@co.worcester.md.us)>; Daniel Wilson <[dwilson12@mdot.maryland.gov](mailto:dwilson12@mdot.maryland.gov)>; Garth McCabe <[garth.mccabe@usda.gov](mailto:garth.mccabe@usda.gov)>; Kevin Lynch <[klynch@co.worcester.md.us](mailto:klynch@co.worcester.md.us)>; Lou Taylor ([LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org)) <[LHtaylor@worcesterk12.org](mailto:LHtaylor@worcesterk12.org)>; Lt. Earl Starner <[earl.starner@maryland.gov](mailto:earl.starner@maryland.gov)>; Mark Crampton <[mcrampton1@mdot.maryland.gov](mailto:mcrampton1@mdot.maryland.gov)>; Matt Owens <[mowens@co.worcester.md.us](mailto:mowens@co.worcester.md.us)>; Matthew Crisafulli <[mcrisafulli@co.worcester.md.us](mailto:mcrisafulli@co.worcester.md.us)>; Melanie Pursel <[mpursel@co.worcester.md.us](mailto:mpursel@co.worcester.md.us)>; Rebecca Jones <[rjones@maryland.gov](mailto:rjones@maryland.gov)>; Robert Mitchell <[bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us)>; Will Dyer <[Will.Dyer@maryland.gov](mailto:Will.Dyer@maryland.gov)>  
**Subject:** Agency Memo Case #446

Good Morning, just a reminder that comments are due tomorrow July 19<sup>th</sup> for the above rezoning case. If you need another copy of the packet please let me know and I will send it. If you have already sent in comments, thank you.



## Jennifer Keener

---

**From:** Jennifer Keener  
**Sent:** Thursday, July 18, 2024 2:54 PM  
**To:** Jennifer Keener  
**Subject:** FW: Agency Memo Case #446

---

**From:** Earl Starner -State Police- <[earl.starner@maryland.gov](mailto:earl.starner@maryland.gov)>  
**Sent:** Thursday, July 18, 2024 2:46 PM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** Re: Agency Memo Case #446

No comments from MSP.

On Thu, Jul 18, 2024 at 9:11 AM April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)> wrote:

Good Morning, just a reminder that comments are due tomorrow July 19<sup>th</sup> for the above rezoning case. If you need another copy of the packet please let me know and I will send it. If you have already sent in comments, thank you.

*April L. Mariner*

Office Assistant V

Development Review & Permitting

Worcester County Government

1 W Market Street, Room 1201

Snow Hill, MD 21863

Email: [amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)

Phone: 410-632-1200 x1172

Fax: 410-632-3008

Website: [www.co.worcester.md.us](http://www.co.worcester.md.us)

## Jennifer Keener

---

**From:** Jennifer Keener  
**Sent:** Friday, June 14, 2024 7:48 AM  
**To:** Jennifer Keener  
**Subject:** FW: Rezoning Case #446

---

**From:** Will M. Dyer -DNR- <[will.dyer@maryland.gov](mailto:will.dyer@maryland.gov)>  
**Sent:** Thursday, June 13, 2024 12:42 PM  
**To:** April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)>  
**Subject:** Re: Rezoning Case #446

Hi April,

I have no issues with the proposed rezoning of Case #446, assuming relevant critical area and environmental regulations are followed.

Thank you

On Mon, Jun 10, 2024 at 9:43 AM April Mariner <[amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)> wrote:

Please find attached a request for comment for Rezoning Case #446. Thank you!

*April L. Mariner*

Office Assistant V

Development Review & Permitting

Worcester County Government

1 W Market Street, Room 1201

Snow Hill, MD 21863

Email: [amariner@co.worcester.md.us](mailto:amariner@co.worcester.md.us)

Phone: 410-632-1200 x1172

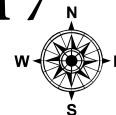
Fax: 410-632-3008

Website: [www.co.worcester.md.us](http://www.co.worcester.md.us)



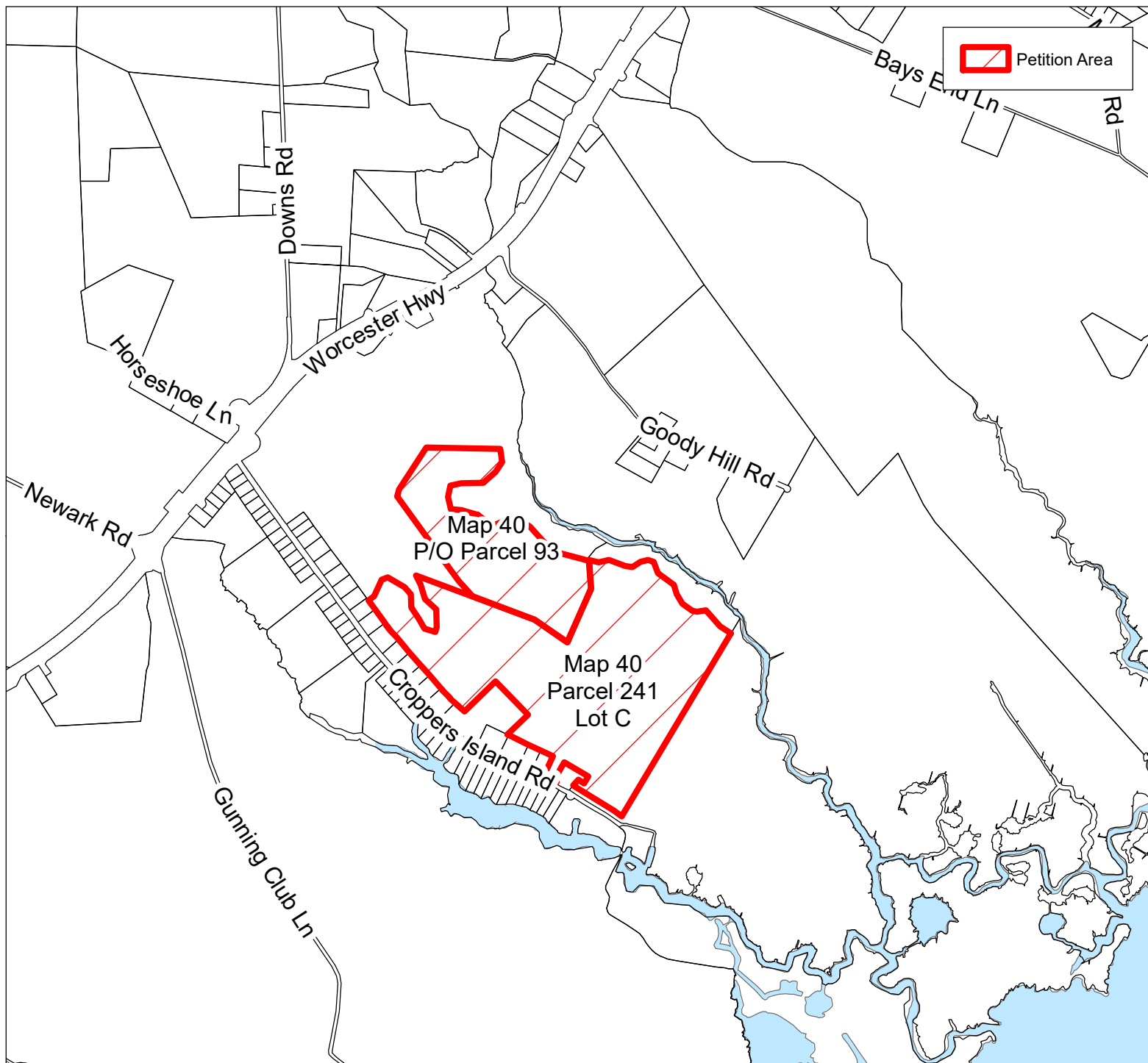
# WORCESTER COUNTY, MARYLAND

ITEM 7



REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

0 2,000 4,000  
Feet

Prepared: June 2024  
Source: County GIS Parcel Layer

Drawn By: KLH Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.





# WORCESTER COUNTY, MARYLAND

ITEM 7



REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

0 1,000 2,000  
Feet

Prepared: June 2024  
Source: 2022 Aerial Imagery

Drawn By: KLH  
Reviewed By: JKK

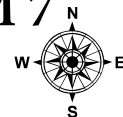
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.





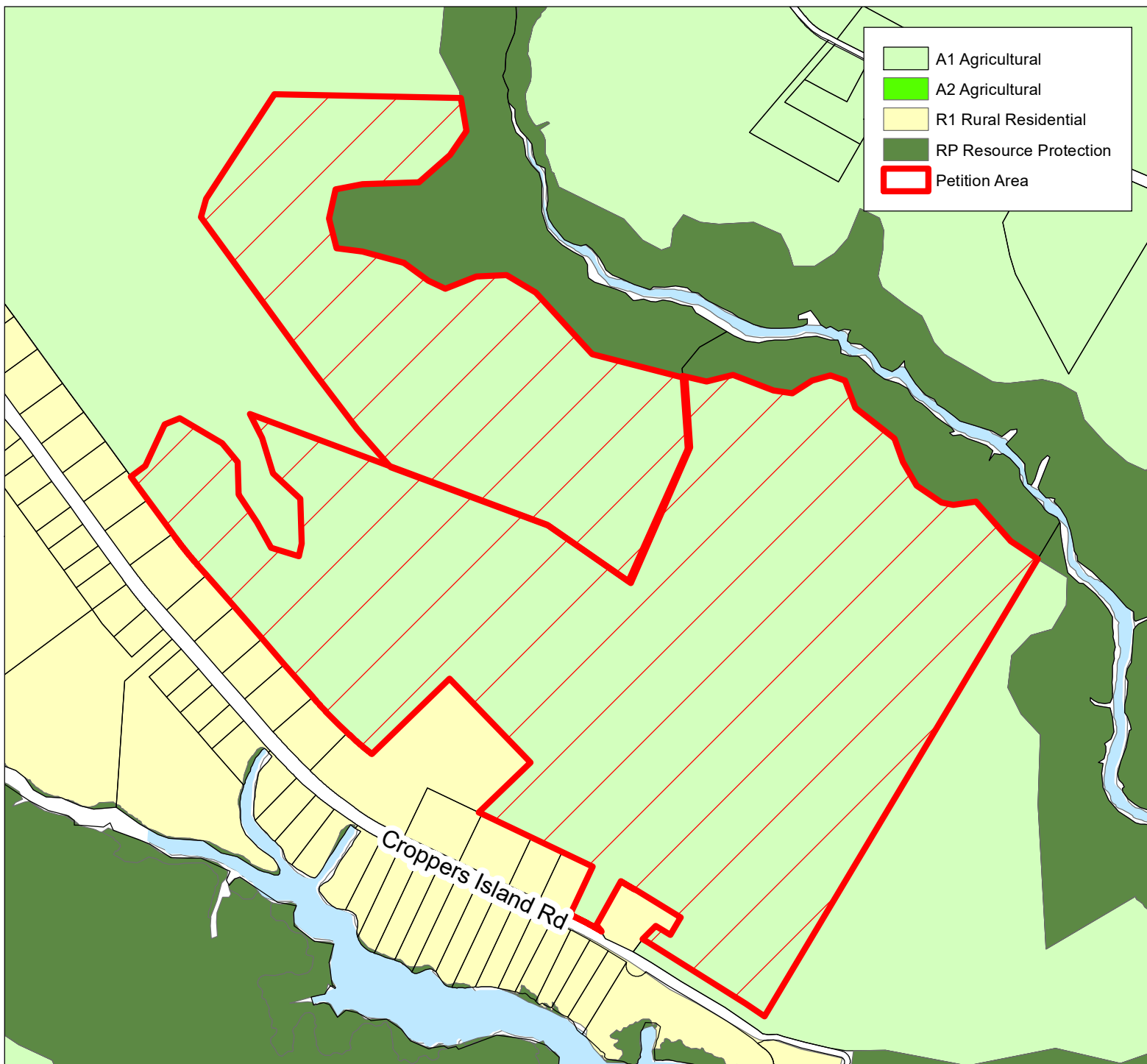
# WORCESTER COUNTY, MARYLAND

ITEM 7

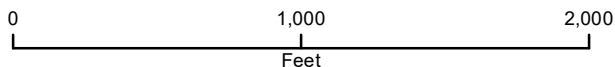


REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division



Prepared: June 2024  
Source: 2009 Official Zoning Map

Drawn By: KLH  
Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

7 - 31



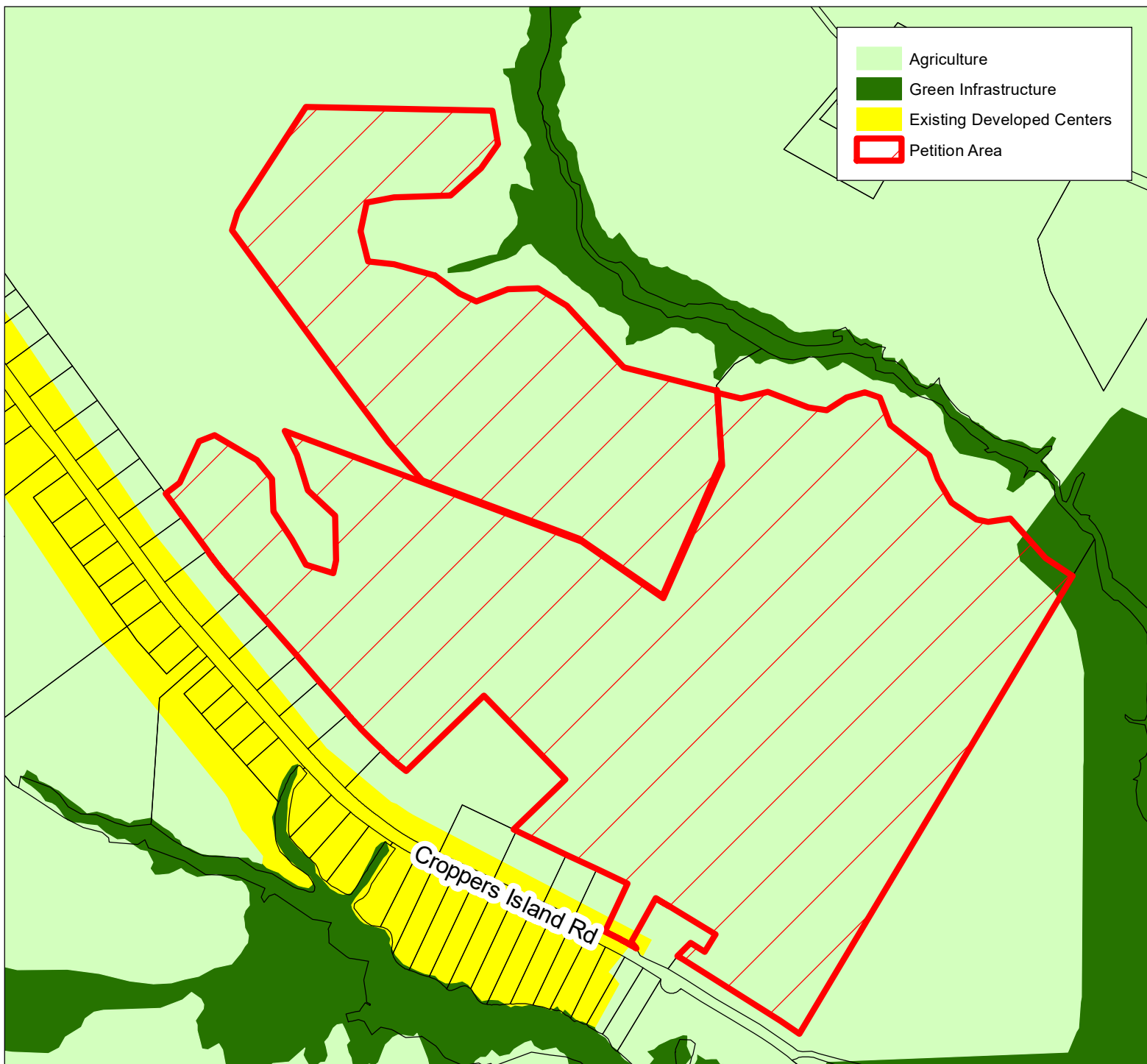
# WORCESTER COUNTY, MARYLAND

ITEM 7



REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: June 2024  
Source: 2006 Official Land Use Map

0 1,000 2,000  
Feet

Drawn By: KLH  
Reviewed By: JKK

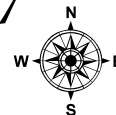
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

7 - 32



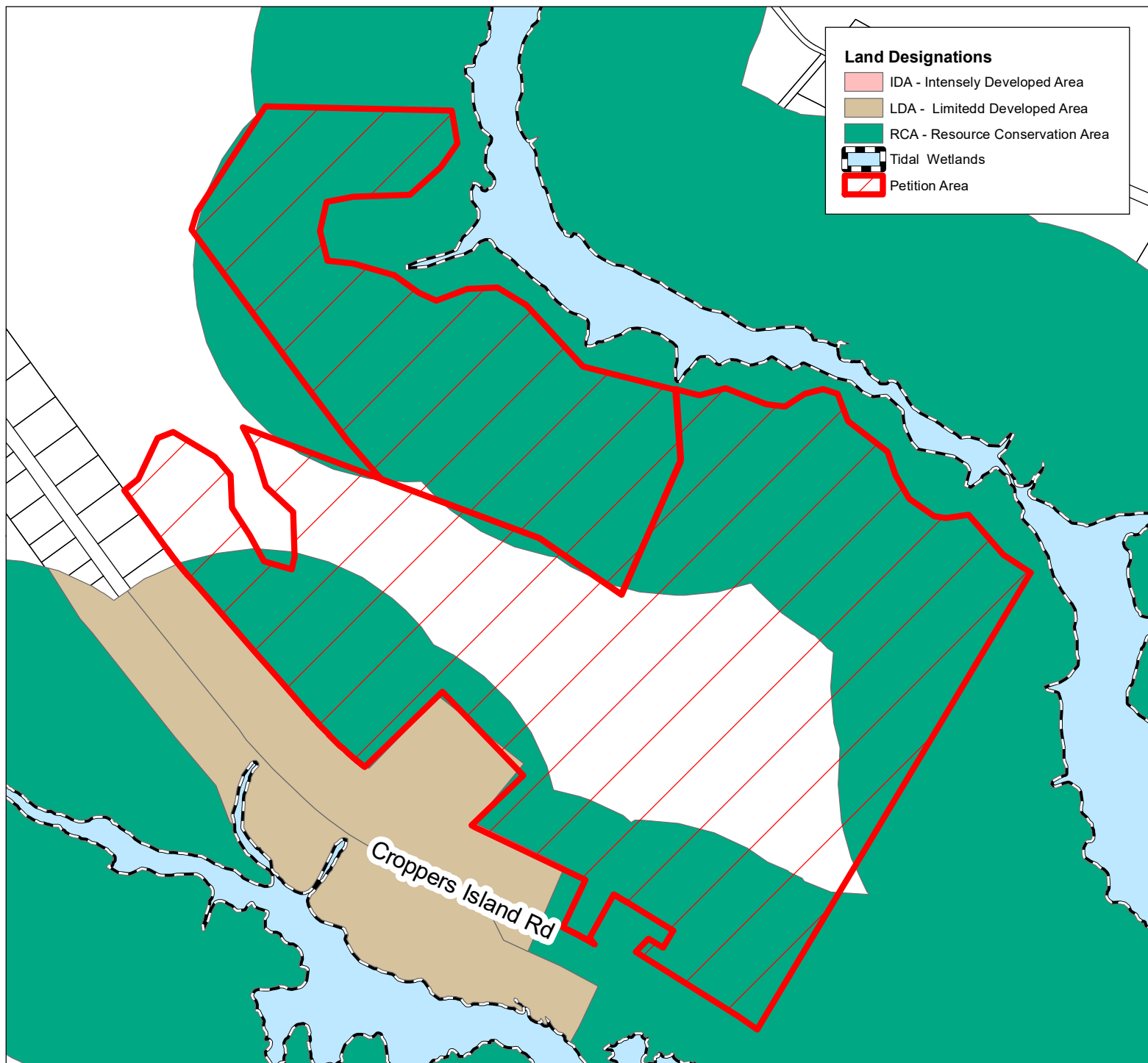
# WORCESTER COUNTY, MARYLAND

ITEM 7



REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## ATLANTIC COASTAL BAY CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

0 1,000 2,000  
Feet

Prepared: June 2024

Source: Atlantic Coastal Bay Critical Area Map

Drawn By: KLH

Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

7 - 33



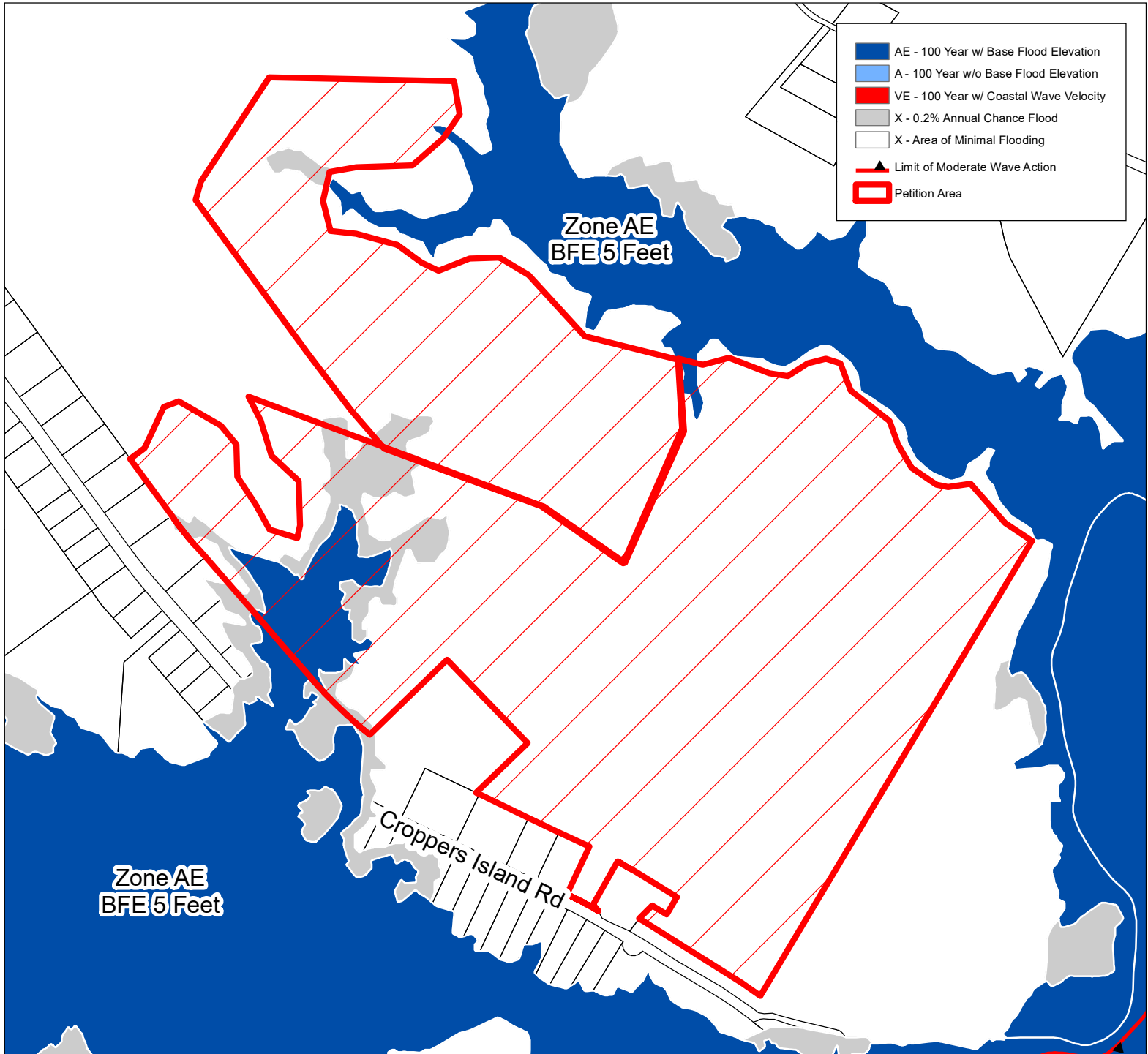
# WORCESTER COUNTY, MARYLAND

ITEM 7

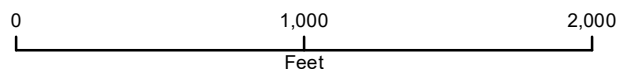


REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division



Prepared: June 2024  
Source: 2015 FEMA Flood Insurance Rate Map

Drawn By: KLH  
Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

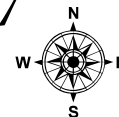
7 - 34





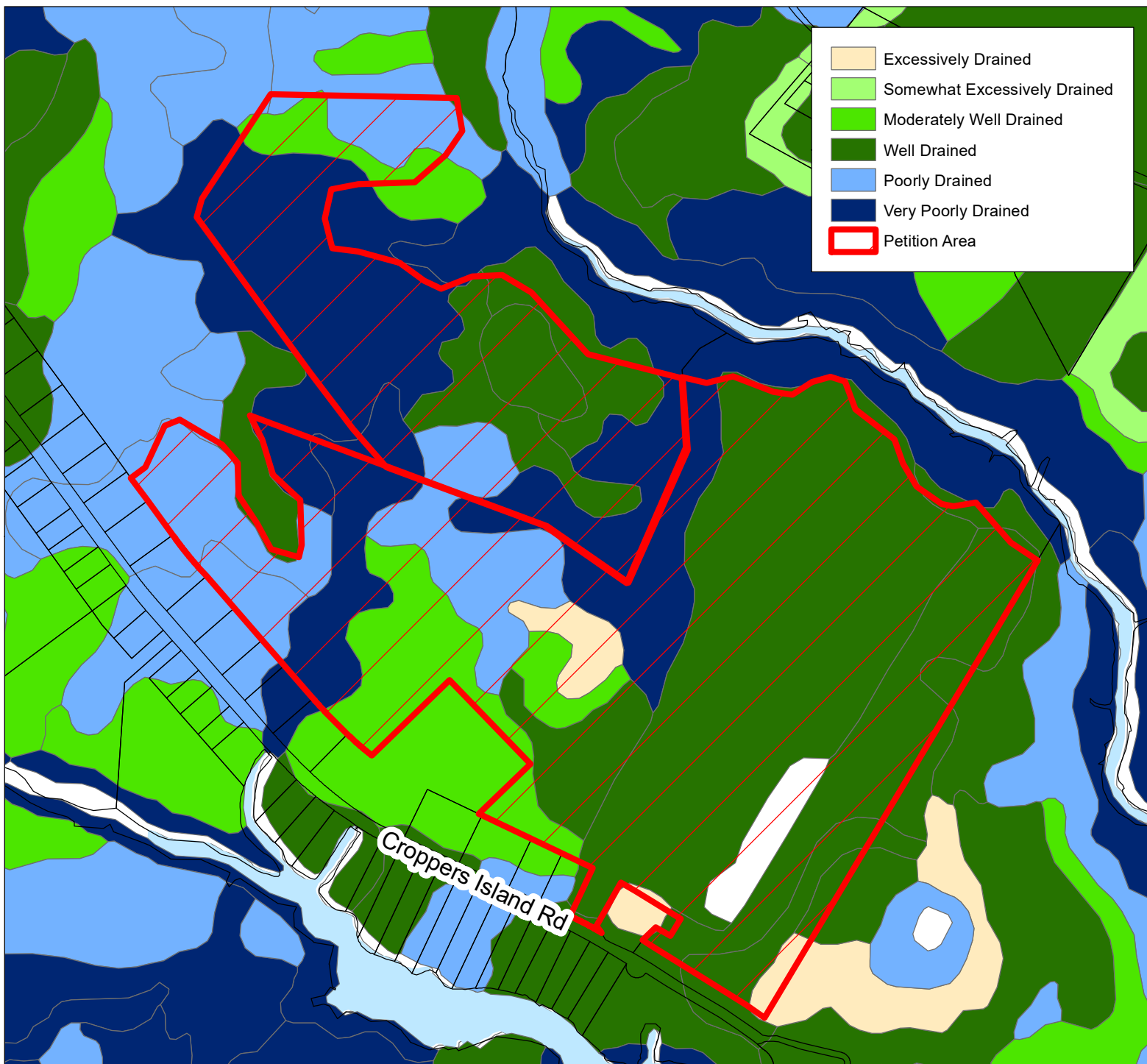
# WORCESTER COUNTY, MARYLAND

ITEM 7

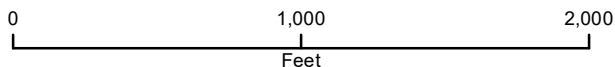


REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division



Prepared: June 2024  
Source: 2007 Soil Survey

Drawn By: KLH  
Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

7 - 35



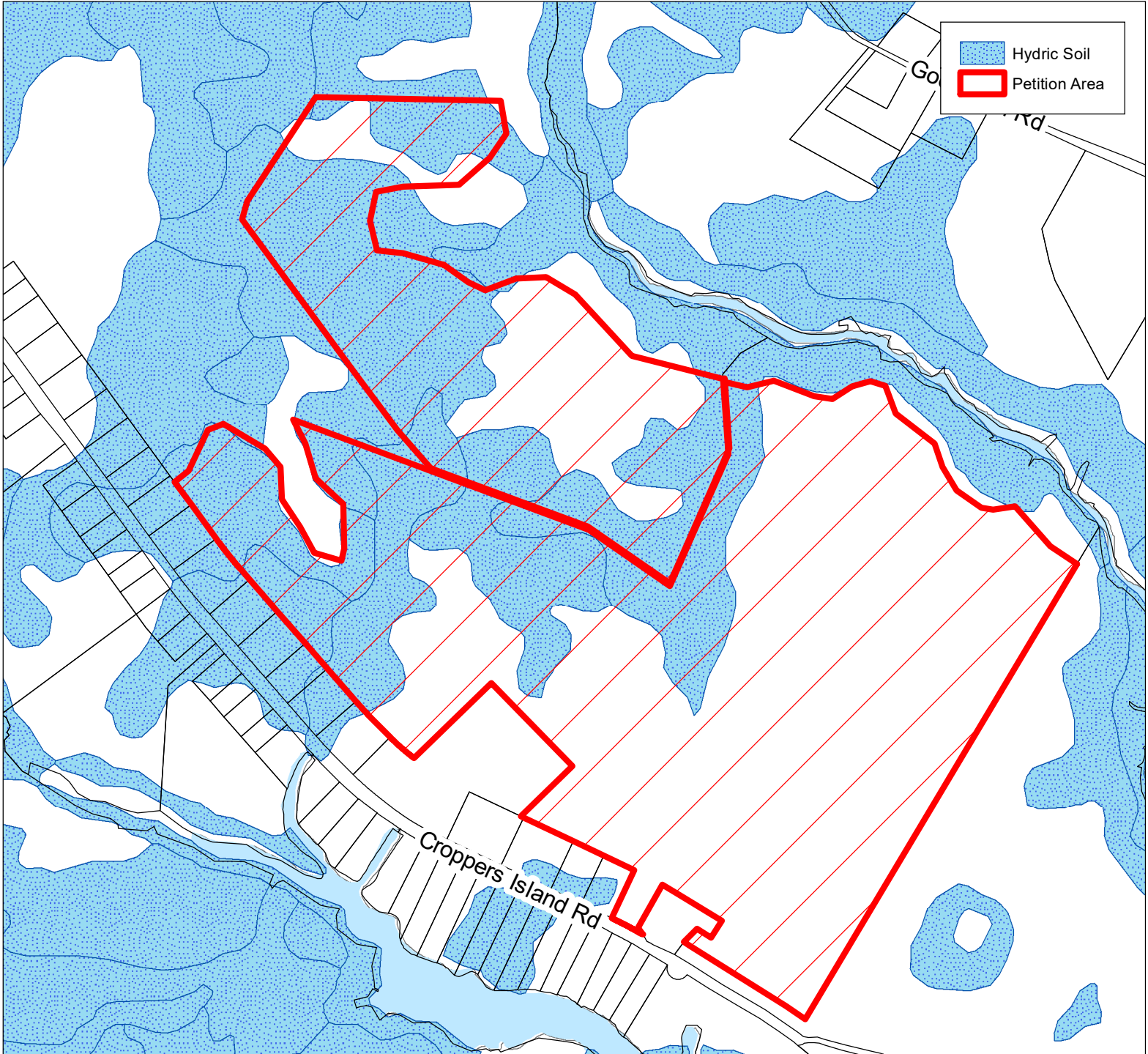
# WORCESTER COUNTY, MARYLAND

ITEM 7



REZONING CASE NO. 446  
A -1 Agricultural to A - 2 Agricultural  
Tax Map: 40, Parcels 93 & 241, Lot C

## HYDRIC SOIL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: June 2024  
Source: 2007 Soil Survey

0 1,000 2,000  
Feet

Drawn By: KLH  
Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

7 - 36

## MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs  
 Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office  
 Dallas Baker, P.E., Director, Worcester County Public Works Department  
 Chris Classing, P.E., Deputy Director, Worcester County Public Works Department  
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department  
 Matt Owens, Director Worcester County Emergency Services & Fire Marshal  
 Melanie Pursel, Director of Tourism & Economic Development  
 Louis H. Taylor, Superintendent, Worcester County Board of Education  
 Mark Crampton, District Engineer, Maryland State Highway Administration  
 Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Admin.  
 Lt. Earl W. Starnes, Commander, Barracks V, Maryland State Police  
 Rebecca L. Jones, Health Officer, Worcester County Health Department  
 Luke Marcek, Project Manager, Maryland Forest Service  
 Garth McCabe, District Conservationist, Worcester County NRCS  
 Robert Rhode, Fire Chief, Berlin Volunteer Fire Department  
 Steve Orth, Fire Chief, Newark Fire Department

FROM: Jennifer Keener, AICP, Director

DATE: June 10, 2024

RE: Rezoning Case No. 446 – Island Resort Park, Inc. and Ewell Family Revocable Trust, Property Owners and Mark Cropper, Attorney – Cropper Island Road, Newark, MD  
 (Located on the east side of Worcester Highway)

\*\*\*\*\*

This application seeks to rezone approximately 196.11 acres of land shown on Tax Map 40, Parcel 241, Lot C (142.91 Acres) and Parcel 93 (53.2 Acres) from A-1 Agricultural District to A-2 Agricultural District to allow for the expansion of the current campground. There are no proposed changes to the Resources Protection (RP) District boundary. These two districts are the County's primary agricultural districts. The requested A-2 District allows additional commercial uses that are not permitted in the A-1 District, primarily by Special Exception from the Board of Zoning Appeals, such as campgrounds, marine yards for the construction and repair of watercraft, and buildings and storage yards for watercraft and recreational vehicle storage, and contractors' shops, among other uses.

**For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.**

The applicant is alleging a **mistake was made during the 2009 comprehensive rezoning** as the justification for the proposed rezoning from A-1 Agricultural District to A-2 Agricultural District.

**By Friday, July 19, 2024**, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer regarding past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

### **General Zoning Information:**

**The purpose and intent of the A-1 Agricultural District** is “to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change.”

The A-1 District allows uses such as agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers; roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located; minor subdivisions and single-family dwellings. For a complete list, please use the following link: <https://ecode360.com/14019225>

**The purpose and intent of the A-2 Agricultural District** is “to foster the County’s agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.”

The A-2 District allows additional uses such as campgrounds, marine yards for the construction and major repair of watercraft, storage yards for RV’s and watercraft, and contractors shops. For a complete list, please use the following link: <https://ecode360.com/14019291>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1123 or via email at [jkeener@co.worcester.md.us](mailto:jkeener@co.worcester.md.us). On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



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

---

**APPLICATION FOR AMENDMENT OF THE OFFICIAL ZONING MAP**

---

(For Office Use Only – Please Do Not Write in this Space)

Rezoning Case No. 446

Date Received by Office of the County Commissioners \_\_\_\_\_

Date Received by Development Review and Permitting 5/31/2024

Date Reviewed by the Planning Commission September 5, 2024

---

- I. Application: Proposals for amendments to the Official Zoning Maps may be made only by the property owner, contract purchaser, option holder, lease, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. Governmental Agency: \_\_\_\_\_  
 B. Property Owner: \_\_\_\_\_  
 C. Contract Purchaser: \_\_\_\_\_  
 D. Option Holder: \_\_\_\_\_  
 E. Leasee: \_\_\_\_\_  
 F. Attorney for B (insert A, B, C, D or E) X  
 G. Agent for \_\_\_\_\_ (insert A, B, C, D or E) \_\_\_\_\_

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 40  
 B. Parcel Number(s): 93 & 241  
 C. Lot Number(s), if applicable: C  
 D. Tax District Number: 4



III. Physical Description of Property

- A. Located on east side of Worcester Highway (Route 113) Road,  
approximately 0 feet/miles to the north side of  
Croppers Island Road Road.
- B. Consisting of a total of 374.74 acres of land. (Parcels 241 and 93)
- C. Other descriptive physical features or characteristics necessary to accurately  
locate the petitioned area:  
The subject property is presently improved with the Island Resort Campground and is proposed  
to be expanded by up to 53 additional lots.  
\_\_\_\_\_  
\_\_\_\_\_
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale  
showing property lines, the existing and proposed district boundaries and other  
such information as the Planning Commission may need in order to locate and  
plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): A-1  
(name and zoning district)
- B. Acreage of zoning classification(s) in "A" above: Parcel 241 - 151.27 Parcel 93 - 223.47
- C. Requested zoning classification(s): A-2  
(name and zoning district)
- D. Acreage of zoning classification(s) in "C" above: Parcel 241 - 142.91 Parcel 93 - 53.2

\* No proposed  
change within  
the RP District

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there:  
(a) has been a substantial change in the character of the neighborhood where the property  
is located since the last zoning of the property, or (b) is a mistake in the existing zoning  
classification and a change in zoning would be more desirable in terms of the objectives  
of the Comprehensive Plan.

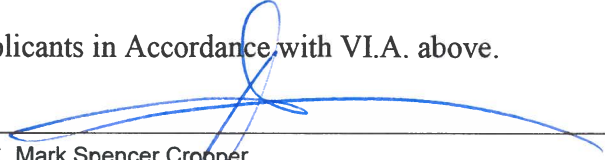
- A. Please list reasons or other information as to why the zoning change is requested,  
including whether the request is based upon a claim of change in the character of  
the neighborhood or a mistake in existing zoning:  
This map amendment is based upon a mistake in existing zoning (See Exhibit "B" attached  
hereto and incorporated herein by reference).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VI. Filing Information and Required Signatures

A. Every application shall contain the following information:

1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.
2. If the applicant is a corporation, the names and mailing addresses for the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest in the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

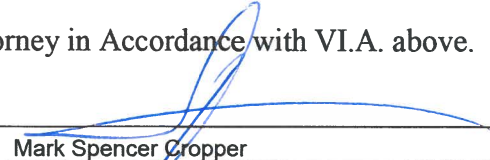
B. Signature of Applicants in Accordance with VI.A. above.

Signature(s):   
 Printed Name(s): Mark Spencer Cropper  
 Mailing Address: 6200 Coastal Highway, Suite 200, Ocean City, MD 21842  
 Phone Number: (410) 723-1400 Email: mcropper@ajgalaw.com  
 Date: May 31, 2024

C. Signature of Property Owner in Accordance with VI.A. above.

Signature(s): \_\_\_\_\_  
 Printed Name(s): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date: \_\_\_\_\_

D. Signature of Attorney in Accordance with VI.A. above.

Signature(s):   
 Printed Name(s): Mark Spencer Cropper  
 Mailing Address: 6200 Coastal Highway, Suite 200, Ocean City, MD 21842  
 Phone Number: (410) 723-1400 Email: mcropper@ajgalaw.com  
 Date: May 31, 2024

(Please use additional pages and attach to the application if more space is required.)

## VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1<sup>st</sup> to January 31<sup>st</sup>, May 1<sup>st</sup> to May 31<sup>st</sup>, and September 1<sup>st</sup> to September 30<sup>th</sup> of any calendar year.
- B. Applications for Map Amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case, including but not limited to the following matters: population change; availability of public facilities; present and future transportation patterns; compatibility with existing and proposed development and existing environmental conditions for the area including having no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement; the recommendation of the Planning Commission; and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there was a substantial change in the character of the neighborhood where the property is located since the last zoning of the property or (b) there is a mistake in the existing zoning classification and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for a map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.



REZONING FINDINGS OF FACT FORM

Applicant shall provide information with regard to the following items:

- A. Is the request for rezoning based upon a claim that there has been a change in the character of the neighborhood where the property is located since the last zoning of the property or upon a claim that there is a mistake in the existing zoning and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

This map amendment is based upon a mistake in existing zoning (See Exhibit "B").

\_\_\_\_\_

\_\_\_\_\_

- B. What is the definition of the neighborhood in which the subject property is located, as determined by the applicant.

n/a

\_\_\_\_\_

\_\_\_\_\_

- C. Findings of Fact as to Section 1-113(c)(3) of the Zoning Code:

1. Relating to population change:

n/a

\_\_\_\_\_

\_\_\_\_\_

2. Relating to the availability of public facilities:

n/a

\_\_\_\_\_

\_\_\_\_\_

3. Relating to present and future transportation patterns:

n/a

\_\_\_\_\_

\_\_\_\_\_

4. Relating to the compatibility with existing and proposed development and existing environmental conditions for the area:

n/a

\_\_\_\_\_

\_\_\_\_\_

5. Relating to compatibility with the Comprehensive Plan:

n/a

\_\_\_\_\_

\_\_\_\_\_

**Map Amendment Memorandum**

The subject property is owned by Robert and Julia Ewell, Island Resort Park, Inc., a Maryland corporation, and/or Ewell Family Revocable Trust with Robert K. Ewell as Trustee (hereinafter collectively referred to as the “Ewells”) adjacent to and north of Croppers Island Road and fronts on Basset Creek, which is a tributary of Newport Bay. The Island Resort Campground (the “Campground”) was initially approved as a special exception in the A-1 Agricultural District in 2005 on Tax Map 40, Parcel 241 and has been periodically expanded, with the most recent expansion occurring in 2020 by adding 36 additional lots. This brings the total lots in the Campground to 176.

By an application dated October 2022, the Ewells sought an expansion of the Campground by 53 lots, which required an Atlantic Coastal Bays Critical Area Growth Allocation (“Growth Allocation”) seeking to change 33.46 acres of Parcel 93 from Resource Conservation Area (“RCA”) to Limited Development Area (“LDA”). To be clear, the existing campground is located on Parcel 241 and the expansion would be on Parcel 93. To the extent necessary, Parcels 93 and 241 would be consolidated to facilitate the Campground expansion. On or about January 16, 2024, the Worcester County Commissioners approved the Growth Allocation, which was then delivered to the State of Maryland for its concurrence.

Worcester County updated its Comprehensive Land Use Plan (“Plan”) most recently in 2007 with the Comprehensive Zoning Map (“Map”) and the Worcester County Zoning Code (“Code”) being adopted in 2009. When that occurred, Worcester County added a new zoning classification, which is A-2 Agricultural District. But in doing so, campgrounds were removed as a special exception use in the A-1 zoning classification and were made a special exception use in only the A-2 zoning classification. Since the Campground was a legally existing use prior to 2009, it became a legal non-conforming use with the adoption of the new Code. This limits the ability of the Ewells to expand the use by no more than 50%. Had the Ewells known that this was going to occur throughout the update to the Plan and Map, they would have demanded that the zoning classification of the Campground be changed from A-1 to A-2 in 2009. By not changing the zoning classification in this manner, it restricts and limits the ability of the Ewells to expand the Campground in a manner that would be otherwise allowed and consistent with the Growth Allocation approval.

Therefore, this Map Amendment Request is to rectify the mistake that occurred in 2009 when the Code was changed with regard to the use on the subject property, but the Map was not changed to be consistent with the Code. The Ewells are only seeking to rezone from A-1 to A-2 the acreage necessary to accommodate the existing Campground and its expansion as described in the recent Growth Allocation approval. If, upon further review by the Worcester County Department of Development Review and Permitting it is determined that less acreage is needed than what has been identified in this application, the Ewells will reduce the amount of acreage accordingly.



**REZONING EXHIBIT  
ISLAND RESORT CAMPGROUND  
LOT C (EXISTING CAMPGROUND)  
&  
PHASE 4 - LOTS 66 THRU 118**

FOURTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND

**OWNERS (LOT C)**  
ISLAND RESORT PARK, INC.  
# 9537 CROPPER'S ISLAND ROAD  
NEWARK, MARYLAND 21841

**TAX ID NO.**  
04-010035

**DEED REFERENCE:**  
5480/330  
PARCEL # 241  
TAX MAP # 40

**LOT AREA**  
151.27 Acres

**AREA TO BE REZONED TO A-2**  
STREETS/LOTS, OPEN SPACE (STORMWATER POND, NON-TIDAL WETLANDS) = 142.91 Acres

**OPEN SPACE CALCULATIONS**

AREA LOT C = 149.93 AC.  
REQUIRED OPEN SPACE = 37.48 AC. (25%)  
PROVIDED OPEN SPACE = 56.44 AC. (37.6%)

**RE ZONING DISTRICT UTILIZED FOR OPEN SPACE**  
8.36 Acres

**EXISTING ZONING: A-1 & RP  
PROPOSED ZONING: A-2 & RP  
REQUIREMENTS FOR CAMPGROUND USE**

MIN. LOT AREA 25 ACRES  
MAX. LOT AREA 100 ACRES  
MIN. LOT WIDTH 800'  
MIN. FRONT YARD 250'  
MIN. REAR YARD 100'  
MIN. SIDE YARD 100'  
MIN. DISTANCE TO R-1 DISTRICT 1000'

**CAMP SITE SETBACKS**  
FRONT YARD 10'  
REAR YARD 5'  
LEFT SIDE YARD 7'  
RIGHT SIDE YARD 3'

**GENERAL NOTES:**

BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 240470165H, DATED 7/16/2015, THIS SITE LIES IN FLOOD ZONES X, X-2, & AE(1.5/3).

ALL EXISTING AND PROPOSED LOTS LIE IN FLOOD ZONE X.

PHASE 1: LOTS 1 THROUGH 93 ARE FOR RECREATIONAL VEHICLES AND LOTS C-1 THROUGH C-17 ARE FOR CABINS.  
PHASE 2: LOTS 1 THROUGH 32 ARE FOR RECREATIONAL VEHICLES  
PHASE 3: LOTS 33 THROUGH 65 ARE FOR RECREATIONAL VEHICLES  
TOTAL LOTS: 175

THE NON-TIDAL WETLAND AREAS SHOWN ON THIS PLAT WERE DELINEATED BY RONALD GATTON, ENVIRONMENTAL CONSULTANT.

THE NON-TIDAL WETLANDS AS SHOWN HEREON WERE DELINEATED BY SPENCER ROWE, INC. AND CONFIRMED BY DESBORGH HINGLE, MDE. THE WETLANDS OF SPECIAL STATE CONCERN LINE (WSSC) WAS TRIMMED BACK 50 AS NOT TO EXCEED THE FIELD DELINEATED NON-TIDAL WETLANDS LINE.

DEVELOPMENT IN THE WETLANDS OF SPECIAL STATE CONCERN LINE (WSSC) 100' BUFFER WILL REQUIRE A PERMIT FROM MARYLAND DEPARTMENT OF THE ENVIRONMENT.

THIS PROPERTY IS SUBJECT TO A RIGHT OF WAY RESERVED UNTO THE EWELL FAMILY OVER AND ACROSS THE ROADWAYS OF THE PROPERTY SHOWN HEREON FOR THE PURPOSE OF INGRESS AND EGRESS TO OTHER LANDS OF EWELL.

**WORCESTER COUNTY BOARD OF ZONING APPEALS  
PROPERTY HISTORY:**

Board of Zoning Appeals Case No. 65727-- Request a special exception to locate a rental campground in an A-1 Agricultural District.

Granted with following conditions:  
1) No sale of borrow material shall be made by the applicant to 3rd parties.  
2) The surface mine shall not be active while the campground is open to the public.  
3) The surface mine shall only be allowed for the applicant's own personal

Circuit Court for Worcester County Case No. 23-C-02-000606 AA-- Thomas Kneisel, et al vs. Robert Ewell, et al  
Decision of the Board of Zoning Appeals Affirmed

Board of Zoning Appeals Case No. 105968-- Request a special exception to expand an existing rental campground, and a variance to reduce the ordinance prescribed setback between a rental campground and a Residential District from one thousand feet to five hundred feet.

Granted with following conditions:  
1) The expansion shall not exceed 72 new campsites;  
2) The applicant shall obtain all necessary and proper permits as required;  
3) The applicant shall plant native shrubs and plant species in the area of the 72 new campsites.

**REFERENCE PLATS:**

1) "EXPANSION OF COOPERATIVE CAMPGROUND LANDS OF ROBERT K. & JULIA B. EWELL."

BY:  
SOULE & ASSOCIATES  
JULY 21, 2014  
PLAT BOOK: SRB 241/13

2) "ISLAND RESORT COOPERATIVE CAMPGROUND"

BY:  
L.E. BUNTING SURVEYS, INC.  
JUNE 24, 2010  
PLAT BOOK: SVH 234/36

3) "LOT C - SUBDIVISION OF LANDS OF ROBERT K. & JULIA B. EWELL"

BY:  
L.E. BUNTING SURVEYS, INC.  
MAY 2, 2008  
PLAT BOOK: SVH 230/33

4) "FOREST CONSERVATION EASEMENT PLAT FOR ISLAND RESORT CAMPGROUND"

BY:  
L.E. BUNTING SURVEYS, INC.  
AUG. 14, 2007  
PLAT BOOK: SVH 221/14

**WORCESTER COUNTY FOREST CONSERVATION LAW NOTE:**

This site is subject to the Worcester County Forest Conservation Law. This site is subject to Forest Conservation Plan No. 02-011-A (02-02). This site has been subject to a regulated activity under the Worcester County Forest Conservation Law. Any future approval of this site for a regulated activity shall be subject to Worcester County Forest Conservation Law. A Forest Conservation Plan has been approved and is on file with the Department of Development Review and Permitting. A Perpetual Protective Agreement and Deed of Forest Conservation Easement, Worcester County, Maryland, were recorded in Plat book SVH 221/14 and Plat book SVH 220/33 along with corresponding Perpetual Protective Agreements.

**FOREST CONSERVATION EASEMENT NOTES:**

1) No clearing, grading, or disturbance of existing vegetation is allowed within the Forest Conservation Easement without authorization from the Worcester County Department of Development Review & Permitting. No structures are allowed within the Forest Conservation Easement Area. Dumping, storage of materials, and site disturbance is prohibited.  
2) All forest protection signs must remain in place in perpetuity around the Forest Conservation Easement area.

**WORCESTER COUNTY ATLANTIC COASTAL BAYS CRITICAL AREA LAW NOTE:**

This property lies within the Worcester County Atlantic Coastal Bays Critical Area. Any and all proposed development activity must meet the requirements of Title 3 (Land and Water Resources), Subtitle 1 (Atlantic Coastal Bays Critical Area) of the Worcester County Code of Public Local Laws in effect of the time of the proposed development activity. The existing campground, as defined within the limits of disturbance for Phase 1 on this plat, received site plan approval prior to the adoption of the Atlantic Coastal Bays Critical Area Ordinance; therefore, it is subject to the Initial Development Exempt provisions pursuant to NR 3-101(h). Without the award of Growth Allocation, no future expansion to the campground or changes to the approved site plan for the existing campground, including lot coverage, will be allowed within the boundaries of the critical area designated Resource Conservation Area.

OTHER LANDS OF  
EWELL FAMILY REVOCABLE TRUST  
ITEM ONE  
8706/312  
PARCEL # 93  
TAX MAP # 40  
ZONED: A-1  
USE: AGRICULTURAL  
223.47 ACRES

**OWNERS (PHASE 4):**  
EWELL FAMILY REVOCABLE TRUST  
9552 CROPPER'S ISLAND ROAD  
NEWARK, MARYLAND 21841

**TAX ID NO.:**  
04-001354

**DEED REFERENCE:**  
8706/312  
PARCEL # 93  
TAX MAP # 40  
ITEM 1

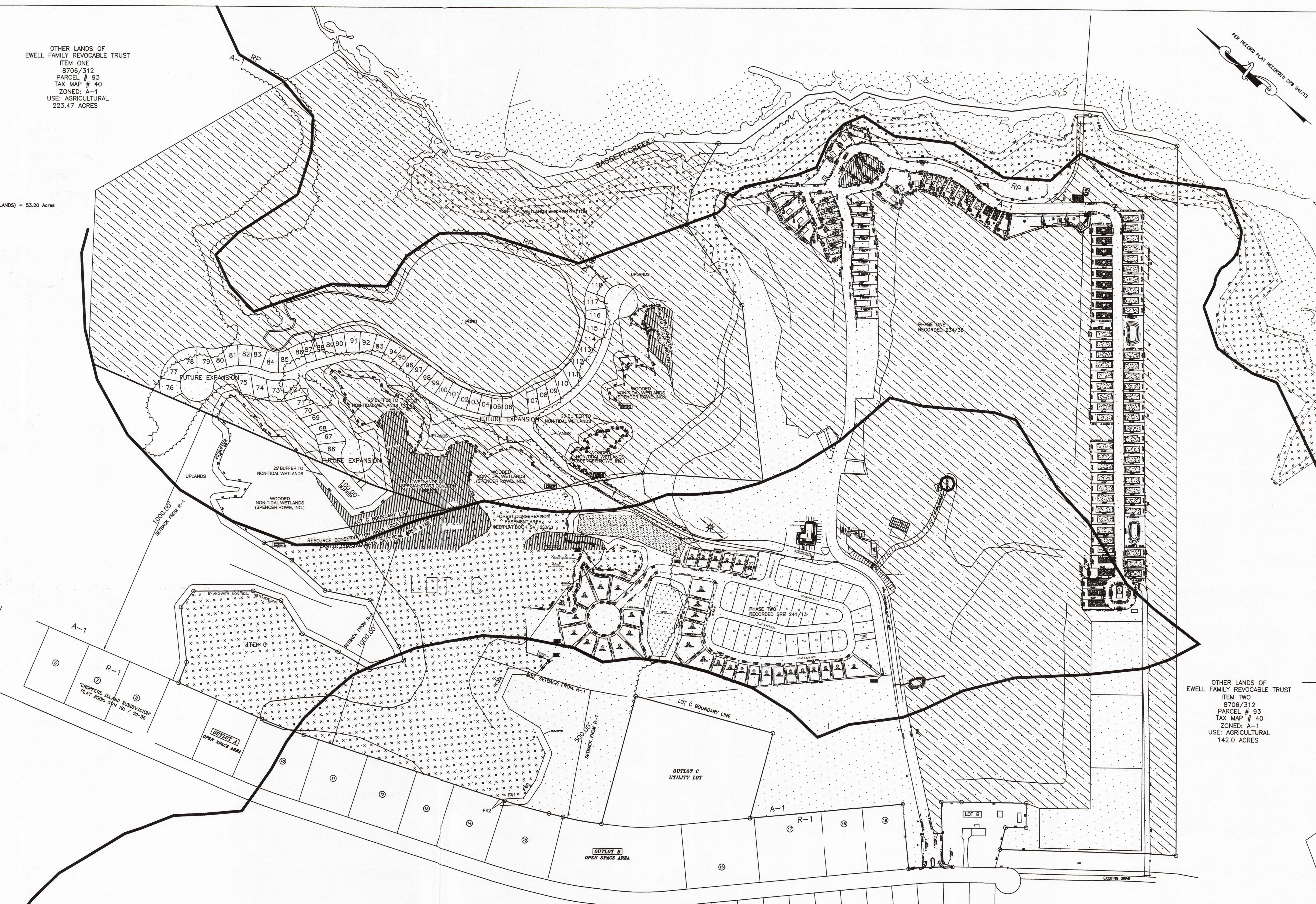
**LOT AREA**  
223.47 Acres

**AREA TO BE REZONED TO A-2**  
STREETS/LOTS, OPEN SPACE (STORMWATER POND, NON-TIDAL WETLANDS) = 53.20 Acres

**OPEN SPACE CALCULATIONS**

AREA PARCEL 40, ITEM 1 = 223.47 AC.  
REQUIRED OPEN SPACE = 55.87 AC. (25%)  
PROVIDED OPEN SPACE = 56.05 AC. (25.1%)

**RE ZONING DISTRICT UTILIZED FOR OPEN SPACE**  
18.99 Acres



OTHER LANDS OF  
EWELL FAMILY REVOCABLE TRUST  
ITEM TWO  
8706/312  
PARCEL # 93  
TAX MAP # 40  
ZONED: A-1  
USE: AGRICULTURAL  
142.0 ACRES

**PROFESSIONAL CERTIFICATION**

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NO. 21523, EXPIRATION DATE 07-13-2025.

**SURVEYOR'S CERTIFICATION**

I hereby certify, to the best of my knowledge and belief, that the requirements of Section 3-108 of the Real Property Article of the Annotated Code of Maryland (CURRENT) concerning the making of this plat and the setting of markers as well as all of the requirements of the County Commissioners and ordinances of the county of Worcester, Maryland regarding the platting of cooperative campgrounds within the County have been complied with.

GREGORY P. WILKINS - PRESIDENT  
GREGORY P. WILKINS SURVEYOR, INC.

Date

**GREGORY P. WILKINS  
SURVEYOR, INC.**  
12626 OLD BRIDGE ROAD  
OCEAN CITY, MARYLAND 21842  
(410)213-0222

SCALE: 1" = 200' DATE: 05/31/2024  
DRAWN BY: GPWB JOB NO.: 7717TEXT







Worcester County Administration

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

## ITEM 8

### MEMORANDUM

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: August 22, 2024  
SUBJECT: MDOT's CTP Tour

---

The Maryland Department of Transportation has requested to present its annual Consolidated Transportation Plan (CTP) update to the County.



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](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
 FROM: Weston S. Young, Chief Administrative Officer  
 DATE: September 12, 2024  
 RE: Pocomoke City's Infrastructure Grant

---

We have received a request from Pocomoke City to repurpose the Fiscal Year (FY) 2023, FY 2024 and FY 2025 infrastructure grant funding. A summary of the requests over these three fiscal years are as follows:

### FY 2023 - \$46,807

*An allocation in the amount of \$46,807.00, the equivalent of 10% of funds received by Worcester County from table games revenue at Ocean Downs Casino. Last year the County granted Pocomoke City the percentage of the table games in the form of an infrastructure grant. We hope that it is the County's intent to do the same this year, as Pocomoke City has several infrastructure improvements needs that could be funded by this grant.*

### FY 2024 - \$49,959

*An additional allocation in the amount of \$49,959.00, the equivalent of 10% of funds received by Worcester County from table games revenue at Ocean Downs Casino. The last time the County granted casino funds, it was in the form of an infrastructure grant that went towards funding much-needed improvements to our municipal building. If the County were to grant Pocomoke these funds in FY 2024, those funds would go toward fixing the lighting and electrical systems at our town's public park (Cypress Park) to better ensure public safety for our citizens.*

### FY 2025 - \$48,317

*Regarding FY 2025 Restricted Infrastructure Grant Fund awards to municipalities, the City requests a grant award of \$48,317.00 for minor electric and HVAC upgrades to the Log Cabin, Pocomoke City's iconic and historic gathering place situated along the banks of the Pocomoke River.*

To date, these funds totaling \$145,083 have not been expended. The current request is to repurpose these funds to repair the streets and roads within the city.

### Additional Funding Request

We have also received a funding request from the newly formed Pocomoke City Development Corporation, a 501(c)3, whose mission is to aid business owners and homeowners in the revitalization of Pocomoke City.

### Attachments

Page 2 – Letter from Pocomoke City

Pages 3-5 – Email from PCDC and 501(c)3 Documentation

# POCOMOKE CITY, MARYLAND



August 29, 2024

Honorable Anthony W. Bertino, Jr., President  
Worcester County Board of Commissioners  
County Government Center, Room 1103  
One West Market St., Snow Hill, MD 21863-1195

Dear President Bertino:

Thank you and your fellow Commissioners for approving Pocomoke City's budget request for funding in FY 2025. We are appreciative of the funding support that Worcester County has provided to the City in past years, and we look forward to continuing to work with the County on matters of common interest in the coming fiscal year.

Regarding the funding category of "Restricted Infrastructure" Grant Fund awards to municipalities, I would like to request an amendment to Pocomoke City's standing agreement with Worcester County. The City requests that all unspent grant awards from FY 2023-2025, totaling \$145,083, be re-purposed and targeted to infrastructure projects that entail the repair of our streets and roads in Pocomoke City. These funds would certainly go a long way towards helping our City address many long-standing critical infrastructure needs.

With that, on behalf of the Pocomoke City Council, please allow me to express my appreciation to the Worcester County Commissioners for your kind consideration of this amendment to our current and prior year infrastructure funding requests. I look forward to continuing our productive working relationship with the Worcester County Commissioners in FY 2025 and beyond.

Sincerely,

Todd J. Nock, Mayor  
Pocomoke City, Maryland  
President Elect, Maryland Municipal League

cc: City Council  
City Manager

## Weston S. Young

---

**From:** Caryn Abbott  
**Sent:** Thursday, September 12, 2024 6:31 PM  
**To:** Weston S. Young  
**Subject:** Fwd: PCDC Funds request  
**Attachments:** EIN Individual Request - Online Application (1).pdf; Articles of Incorporation - Pocomoke City Corp..pdf

Caryn Abbott  
Worcester County Commissioner  
**1 West Market Street, Room 1103**  
Snow Hill, Md. 21864  
Office- 410-632-1194  
Cell-443-880-5504

Begin forwarded message:

**From:** Sara Chapman <sara@smokeandspeed.com>  
**Date:** September 12, 2024 at 6:06:13 PM EDT  
**To:** Caryn Abbott <cabbott@co.worcester.md.us>  
**Subject: PCDC Funds request**

Hello,

We are writing to you today on behalf of Pocomoke City Development Corporation. We are a newly formed 501c3 non profit organization who's mission is to help aid business owners and home owners of Pocomoke City in the revitalization of our fine town. We were established earlier this year, 2024. We would like to ask if any funds are available for restoration projects in Pocomoke City, that we be considered. Please let us know if more information is needed. Thank you for your consideration.

Respectfully,

Sara Chapman  
PCDC founding member

**ITEM 9****ARTICLES OF INCORPORATION FOR A TAX-EXEMPT NONSTOCK CORPORATION**

---

FIRST: The undersigned:

Sara Chapman

whose address(es) is/are:

1834 Market Street, Pocomoke City, MD, 21851

being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland.

SECOND: The name of the corporation is:

Pocomoke City Development Corporation (D25077785)

THIRD: The purpose(s) for which the corporation is formed is/are as follows:

Nonprofit

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

In order to operate in Maryland, will the registering entity require a business or industry license that is issued by the state or any other local agency? Uncertain

FOURTH: The street address of the principal office of the corporation in Maryland is:

1834 Market St, Pocomoke City, MD, 21851

FIFTH: The name(s) of the Resident Agent(s) of the corporation in Maryland is/are:

Peter Buas

whose address(es) is/are:

3509 Coastal Hwy, Ocean City, MD, 21842

SIXTH: The corporation has no authority to issue capital stock.

SEVENTH: The number of directors of the corporation shall be 1 which number may be increased or decreased pursuant to the bylaws of the corporation. The name(s) of the director(s) who shall act until the first meeting or until their successors are duly chosen and qualified is/are:

Sara Chapman



**ITEM 9****ARTICLES OF INCORPORATION FOR A TAX-EXEMPT NONSTOCK CORPORATION****EIGHTH:**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

SIGNATURE(S) OF INCORPORATOR(S):

Sara Chapman

I hereby consent to my designation in this document as Resident Agent(s) for this corporation.

SIGNATURE OF RESIDENT AGENT(S) LISTED IN FIFTH:

Peter Buas

Filing party's name and return address:

Brooke Hughes, 3509 Coastal Hwy, Ocean City, MD, 21842



## EIN Assistant

Your Progress:

1. Identity ✓

2. Authenticate ✓

3. Addresses ✓

4. Details ✓

5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**EIN Assigned: **99-3409566**Legal Name: **POCOMOKE CITY DEVELOPMENT  
CORPORATION**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

Continue &gt;&gt;

## Help Topics

[? Can the EIN be used before the confirmation letter is received?](#)



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

## MEMORANDUM

TO: Worcester County Commissioners  
 FROM: Weston S. Young, Chief Administrative Officer  
 DATE: September 12, 2024  
 RE: Pocomoke City's Infrastructure Grant

---

We have received a request from Pocomoke City to repurpose the Fiscal Year (FY) 2023, FY 2024 and FY 2025 infrastructure grant funding. A summary of the requests over these three fiscal years are as follows:

### FY 2023 - \$46,807

*An allocation in the amount of \$46,807.00, the equivalent of 10% of funds received by Worcester County from table games revenue at Ocean Downs Casino. Last year the County granted Pocomoke City the percentage of the table games in the form of an infrastructure grant. We hope that it is the County's intent to do the same this year, as Pocomoke City has several infrastructure improvements needs that could be funded by this grant.*

### FY 2024 - \$49,959

*An additional allocation in the amount of \$49,959.00, the equivalent of 10% of funds received by Worcester County from table games revenue at Ocean Downs Casino. The last time the County granted casino funds, it was in the form of an infrastructure grant that went towards funding much-needed improvements to our municipal building. If the County were to grant Pocomoke these funds in FY 2024, those funds would go toward fixing the lighting and electrical systems at our town's public park (Cypress Park) to better ensure public safety for our citizens.*

### FY 2025 - \$48,317

*Regarding FY 2025 Restricted Infrastructure Grant Fund awards to municipalities, the City requests a grant award of \$48,317.00 for minor electric and HVAC upgrades to the Log Cabin, Pocomoke City's iconic and historic gathering place situated along the banks of the Pocomoke River.*

To date, these funds totaling \$145,083 have not been expended. The current request is to repurpose these funds to repair the streets and roads within the city.

### Additional Funding Request

We have also received a funding request from the newly formed Pocomoke City Development Corporation, a 501(c)3, whose mission is to aid business owners and homeowners in the revitalization of Pocomoke City.

### Attachments

Page 2 – Letter from Pocomoke City

Pages 3-5 – Email from PCDC and 501(c)3 Documentation

# POCOMOKE CITY, MARYLAND



August 29, 2024

Honorable Anthony W. Bertino, Jr., President  
Worcester County Board of Commissioners  
County Government Center, Room 1103  
One West Market St., Snow Hill, MD 21863-1195

Dear President Bertino:

Thank you and your fellow Commissioners for approving Pocomoke City's budget request for funding in FY 2025. We are appreciative of the funding support that Worcester County has provided to the City in past years, and we look forward to continuing to work with the County on matters of common interest in the coming fiscal year.

Regarding the funding category of "Restricted Infrastructure" Grant Fund awards to municipalities, I would like to request an amendment to Pocomoke City's standing agreement with Worcester County. The City requests that all unspent grant awards from FY 2023-2025, totaling \$145,083, be re-purposed and targeted to infrastructure projects that entail the repair of our streets and roads in Pocomoke City. These funds would certainly go a long way towards helping our City address many long-standing critical infrastructure needs.

With that, on behalf of the Pocomoke City Council, please allow me to express my appreciation to the Worcester County Commissioners for your kind consideration of this amendment to our current and prior year infrastructure funding requests. I look forward to continuing our productive working relationship with the Worcester County Commissioners in FY 2025 and beyond.

Sincerely,

Todd J. Nock, Mayor  
Pocomoke City, Maryland  
President Elect, Maryland Municipal League

cc: City Council  
City Manager

## Weston S. Young

---

**From:** Caryn Abbott  
**Sent:** Thursday, September 12, 2024 6:31 PM  
**To:** Weston S. Young  
**Subject:** Fwd: PCDC Funds request  
**Attachments:** EIN Individual Request - Online Application (1).pdf; Articles of Incorporation - Pocomoke City Corp..pdf

Caryn Abbott  
Worcester County Commissioner  
**1 West Market Street, Room 1103**  
Snow Hill, Md. 21864  
Office- 410-632-1194  
Cell-443-880-5504

Begin forwarded message:

**From:** Sara Chapman <sara@smokeandspeed.com>  
**Date:** September 12, 2024 at 6:06:13 PM EDT  
**To:** Caryn Abbott <cabbott@co.worcester.md.us>  
**Subject: PCDC Funds request**

Hello,

We are writing to you today on behalf of Pocomoke City Development Corporation. We are a newly formed 501c3 non profit organization who's mission is to help aid business owners and home owners of Pocomoke City in the revitalization of our fine town. We were established earlier this year, 2024. We would like to ask if any funds are available for restoration projects in Pocomoke City, that we be considered. Please let us know if more information is needed. Thank you for your consideration.

Respectfully,

Sara Chapman  
PCDC founding member

**ITEM 9****ARTICLES OF INCORPORATION FOR A TAX-EXEMPT NONSTOCK CORPORATION**

---

FIRST: The undersigned:

Sara Chapman

whose address(es) is/are:

1834 Market Street, Pocomoke City, MD, 21851

being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland.

SECOND: The name of the corporation is:

Pocomoke City Development Corporation (D25077785)

THIRD: The purpose(s) for which the corporation is formed is/are as follows:

Nonprofit

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

In order to operate in Maryland, will the registering entity require a business or industry license that is issued by the state or any other local agency? Uncertain

FOURTH: The street address of the principal office of the corporation in Maryland is:

1834 Market St, Pocomoke City, MD, 21851

FIFTH: The name(s) of the Resident Agent(s) of the corporation in Maryland is/are:

Peter Buas

whose address(es) is/are:

3509 Coastal Hwy, Ocean City, MD, 21842

SIXTH: The corporation has no authority to issue capital stock.

SEVENTH: The number of directors of the corporation shall be 1 which number may be increased or decreased pursuant to the bylaws of the corporation. The name(s) of the director(s) who shall act until the first meeting or until their successors are duly chosen and qualified is/are:

Sara Chapman

**ITEM 9****ARTICLES OF INCORPORATION FOR A TAX-EXEMPT NONSTOCK CORPORATION****EIGHTH:**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

SIGNATURE(S) OF INCORPORATOR(S):

Sara Chapman

I hereby consent to my designation in this document as Resident Agent(s) for this corporation.

SIGNATURE OF RESIDENT AGENT(S) LISTED IN FIFTH:

Peter Buas

Filing party's name and return address:

Brooke Hughes, 3509 Coastal Hwy, Ocean City, MD, 21842



## EIN Assistant

Your Progress:

1. Identity ✓

2. Authenticate ✓

3. Addresses ✓

4. Details ✓

5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**EIN Assigned: **99-3409566**Legal Name: **POCOMOKE CITY DEVELOPMENT  
CORPORATION**


The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

Continue &gt;&gt;

## Help Topics

 [Can the EIN be used before the confirmation letter is received?](#)





Worcester County Recreation & Parks

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

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
Jacob Stephens, Deputy Director of Recreation & Parks  
DATE: September 10, 2024  
SUBJECT: Bishopville Pavilion Update

---

Our Department wanted to provide an update and potential next steps, per your approval, in regard to the Bishopville Pavilion. On May 24, 2024, a storm came through the Bishopville area, that caused the Bishopville Park Pavilion to collapse. This pocket storm, known as a microburst, created an increase of wind speed that can easily match that of an EF1 tornado. The pavilion area has been taped off and secured since May.

Working through LGIT, they received an estimate from Naples Restoration in the amount of \$40,171.97. Naples is a trusted and independent building consultant/contractor that LGIT hired to give an amount for which the pavilion can be repaired, including labor and materials. In addition, our Department reached out to Cunningham Recreation and received two cooperative quotes in the amounts of \$81,129.42 and \$77,032.94.

We have received payment from LGIT in the amount of \$29,651.21 for the Pavilion (\$30,651.21, less the \$1,000 deductible). Once the rebuild is completed, LGIT will be able to issue a final payment in the amount of \$9,520.76.

Our Department is requesting that we do not formally bid this out and accept the lower quote of \$40,171.97 from Naples to complete the project. This option would save money and help to get the project completed in a timely manner as this pavilion is an essential community asset for Bishopville residents.

If we were to formally bid this out, we would need to pay to get the site cleaned up, hire an engineer for drawings and bid specifications, put the project out to bid, evaluate bids, and then receive commissioner approval of the bid. This would be the more expensive option and take an extended period of time to complete.



## Naples Restoration, Inc.

---

P.O. Box 876  
La Plata, MD 20646  
301-752-8752  
NaplesRestoration@Verizon.net

Client: Worcester County  
Property: 10602 Bishopville Road  
Bishopville, MD 21813

Operator: NAPLESRE

Estimator: Scott Nelson  
Company: Naples Restoration, Inc.  
Business: P.O. Box 876  
La Plata, MD 20646

Business: (301) 752-8752  
E-mail: NaplesRestoration@Verizon.  
net

Type of Estimate:

Date Entered: 8/4/2024

Date Assigned:

Price List: MDSA8X\_AUG24

Labor Efficiency: Restoration/Service/Remodel

Estimate: WC-BP

The following is the scope of work and budget for the Bishopville Pavilion. If you have any questions please let me know.

**Naples Restoration, Inc.**

P.O. Box 876  
 La Plata, MD 20646  
 301-752-8752  
 NaplesRestoration@Verizon.net

**WC-BP**  
**Main Level**

**Pavilion**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. R&R Concrete pier or footing with post anchor	14.00 EA @	161.65 =	2,263.10
2. Concrete patch / small repair	4.00 EA @	133.89 =	535.56
Above is for any patching that may need to be done in order to remove/replace existing footers.			
3. R&R 6" x 6" square wood post - treated (3 BF per LF)	140.00 LF @	13.18 =	1,845.20
4. R&R Header - double 2" x 10" - treated	100.00 LF @	19.46 =	1,946.00
5. R&R Truss - 3/12 slope	709.00 LF @	10.37 =	7,352.33
6. Framing hurricane tie	52.00 EA @	8.72 =	453.44
7. R&R Sheathing - plywood - 1/2" CDX	1,436.20 SF @	2.74 =	3,935.19
8. R&R 2" x 6" lumber - treated (1 BF per LF)	187.78 LF @	3.88 =	728.59
Fascia/Eave & blocking material.			
9. R&R Drip edge	157.45 LF @	3.45 =	543.20
10. Remove Laminated - comp. shingle rfg. - w/ felt	14.36 SQ @	64.11 =	920.62
11. Laminated - comp. shingle rfg. - w/ felt	16.00 SQ @	324.25 =	5,188.00
12. R&R Hip / Ridge cap - High profile - composition shingles	50.00 LF @	10.19 =	509.50
13. R&R Siding - hardboard panel - paint grade	96.00 SF @	3.36 =	322.56
14. Seal (1 coat) & paint (1 coat) column	112.00 LF @	6.17 =	691.04
15. Exterior - paint one coat	400.00 SF @	0.78 =	312.00
For framing header.			
16. Seal & paint wood siding	138.00 SF @	1.94 =	267.72
Includes eaves.			
17. Prime & paint exterior fascia - wood, 6"- 8" wide	187.78 LF @	2.19 =	411.24
18. Electrician - per hour	8.00 HR @	115.64 =	925.12
19. Material Only PVC schedule 40 conduit, 2"	12.00 LF @	3.04 =	36.48
20. Material Only 110 volt copper wiring run and box - rough-in only	2.00 EA @	18.13 =	36.26
29. R&R Exterior light fixture - High grade	2.00 EA @	149.17 =	298.34
30. Install Finish Hardware Installer - per hour	1.00 HR @	66.82 =	66.82
Detach/Reset sign.			

**Miscellaneous**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. Dumpster load - Approx. 30 yards, 5-7 tons of debris	2.00 EA @	697.43 =	1,394.86
22. Permits, drawings & fees (Estimated)	1.00 EA @	500.00 =	500.00



## Naples Restoration, Inc.

---

P.O. Box 876  
 La Plata, MD 20646  
 301-752-8752  
 NaplesRestoration@Verizon.net

### Grand Total Areas:

0.00	SF Walls	0.00	SF Ceiling	0.00	SF Walls and Ceiling
0.00	SF Floor	0.00	SY Flooring	0.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	0.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
100.72	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
1,436.20	Surface Area	14.36	Number of Squares	157.45	Total Perimeter Length
50.00	Total Ridge Length	0.00	Total Hip Length		

**Naples Restoration, Inc.**

P.O. Box 876  
La Plata, MD 20646  
301-752-8752  
NaplesRestoration@Verizon.net

**Summary**

Line Item Total	31,483.17
Material Sales Tax	654.36
Subtotal	32,137.53
Overhead	4,820.66
Profit	3,213.78
<b>Replacement Cost Value</b>	<b>\$40,171.97</b>
<b>Net Claim</b>	<b>\$40,171.97</b>

---

Scott Nelson

**Naples Restoration, Inc.**

P.O. Box 876  
 La Plata, MD 20646  
 301-752-8752  
 NaplesRestoration@Verizon.net

**Recap by Room****Estimate: WC-BP****Area: Main Level**

<b>Pavilion</b>	<b>29,588.31</b>	<b>93.98%</b>
<b>Miscellaneous</b>	<b>1,894.86</b>	<b>6.02%</b>

---

**Area Subtotal: Main Level**


---

**31,483.17      100.00%**


---

**Subtotal of Areas**


---

**31,483.17      100.00%**


---

**Total**


---

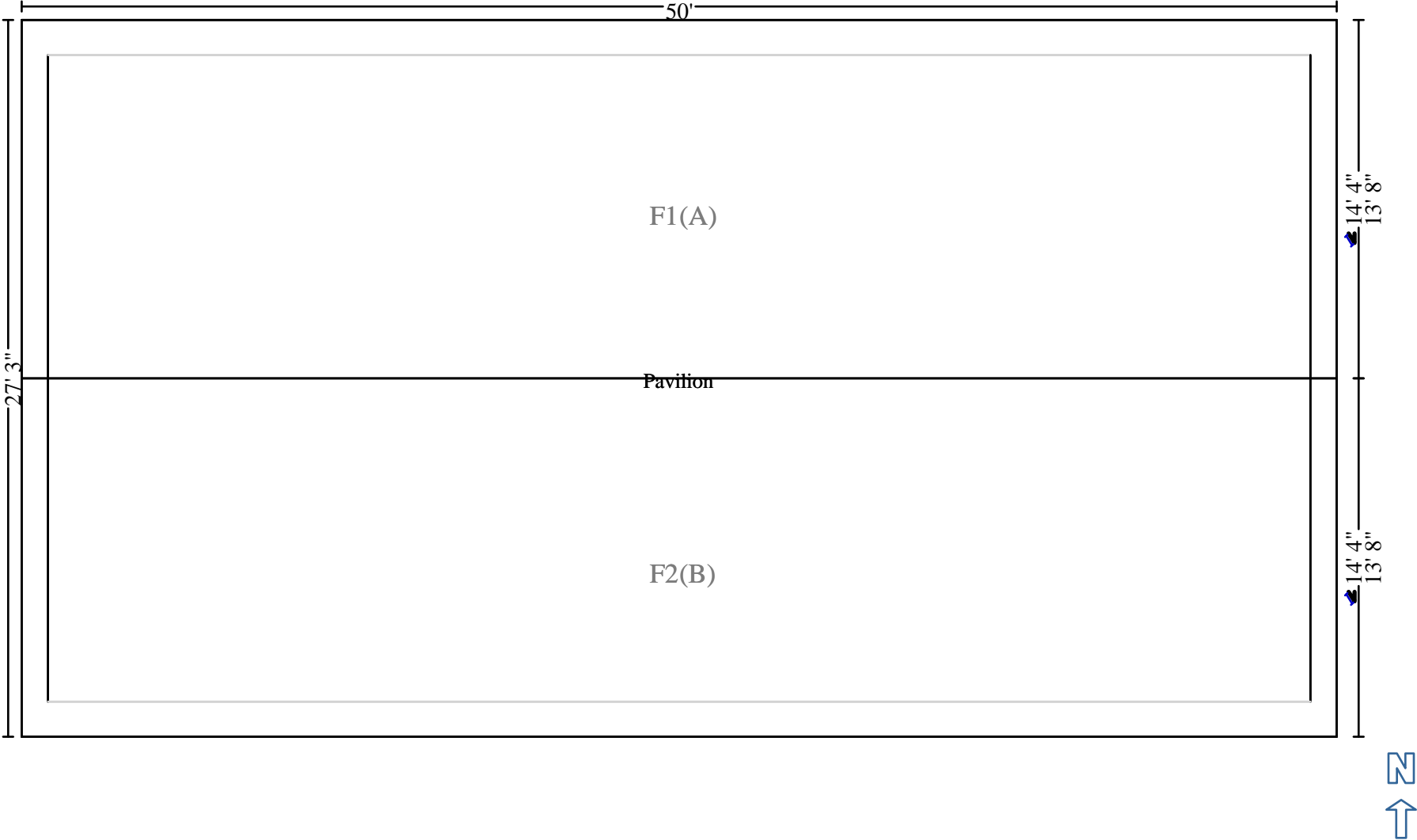
**31,483.17      100.00%**

**Naples Restoration, Inc.**

P.O. Box 876  
 La Plata, MD 20646  
 301-752-8752  
 NaplesRestoration@Verizon.net

**Recap by Category**

<b>O&amp;P Items</b>	<b>Total</b>	<b>%</b>
CONCRETE & ASPHALT	2,144.02	5.34%
GENERAL DEMOLITION	6,783.29	16.89%
ELECTRICAL	997.86	2.48%
PERMITS AND FEES	500.00	1.24%
FINISH HARDWARE	66.82	0.17%
FRAMING & ROUGH CARPENTRY	12,731.53	31.69%
LIGHT FIXTURES	269.86	0.67%
PAINTING	1,682.00	4.19%
ROOFING	6,017.87	14.98%
SIDING	289.92	0.72%
O&P Items Subtotal	31,483.17	78.37%
Material Sales Tax	654.36	1.63%
Overhead	4,820.66	12.00%
Profit	3,213.78	8.00%
<b>Total</b>	<b>40,171.97</b>	<b>100.00%</b>







Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX  
www.cunninghamrec.com

**ITEM 10** 10/24/2024  
Quote #  
170765-01-03

## Bishopville Park - Shelter Option 1 REV

Worcester Co. Recreation Dept.  
Attn: Jacob Stephens  
10602 Bishopville Road  
Bishopville, MD 21813  
UNITED STATES  
Phone: 410-632-2144 Ext. 2521  
jstephens@co.worcester.md.us

Ship to Zip 21813

Quantity	Part #	Description	Unit Price	Amount
1	BV2444	Scenic Shelters - Steel Open Gable 24' x 44' w/ 8' Eave- Price Includes: • Roof pitch is 4:12, designed for a standard 30 PSF live load & 90 MPH wind speed • Powder coated steel frame • 24 ga. multi-rib metal roofing • Zinc plated fasteners • Tubular steel frame utilizes hidden bolts & fasteners where possible	\$44,521.22	\$44,521.22
1	ADD OPTION	Scenic Shelters - EA Electrical Access & Cutouts	\$5,035.00	\$5,035.00
1	INSTALL	MISC - Installation of the Above Shelter- Includes: - Saw cut existing concrete to install the new spread footings - Concrete Footings	\$22,043.20	\$22,043.20
1	INSTALL	MISC - Removal and Disposal of Existing Shelter	\$6,890.00	\$6,890.00
			<b>Sub Total</b>	<b>\$78,489.42</b>
			<b>Freight</b>	<b>\$2,640.00</b>
			<b>Total</b>	<b>\$81,129.42</b>

### Comments

**\*INSTALLATION:** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

\*Pricing per HGAC contract with Cedar Forest Products Co.



Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX  
www.cunninghamrec.com

**ITEM 10** 10/24/2024  
Quote #  
170765-01-03

## Bishopville Park - Shelter Option 1 REV

### TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Cunningham Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Cunningham Recreation unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **LEAD TIME:** Standard orders ship **10-12 weeks** after receipt of order and acceptance of your purchase order, color selections, approved submittals (if required) unless otherwise noted. Custom equipment and shades may require a longer lead times. Surfacing lead time is approximately 2 weeks after scheduling request.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$81,129.42**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature



Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX  
www.cunninghamrec.com

**ITEM 10** 10/24/2024  
Quote #  
170765-01-03

## Bishopville Park - Shelter Option 1 REV

### **BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX  
www.cunninghamrec.com

**ITEM 10** 10/24/2024  
Quote #  
170765-01-04

## Bishopville Park - Shelter Option 2 REV

Worcester Co. Recreation Dept.  
Attn: Jacob Stephens  
10602 Bishopville Road  
Bishopville, MD 21813  
UNITED STATES  
Phone: 410-632-2144 Ext. 2521  
jstephens@co.worcester.md.us

Ship to Zip 21813

Quantity	Part #	Description	Unit Price	Amount
1	LB24x44	Scenic Shelters - Wood Classic 8 24' x 44' w/ 8' Eave- Roof pitch is 3:12, designed for a standard 30 PSF live load & 90 MPH wind speed • Beams, rafters and headers are glulam SYP and are suited for roof loads • Glulam Port Orford Cedar columns with metal base shoes & anchor bolts • Zinc plated fasteners • Roof decking shall consist of 2" x 6" nominal #1 SYP single T & G with a V-joint • 2" x 8" cedar fascia • 8' eave height • 30-year architectural grade shingle package and roofing felt	\$25,606.54	\$25,606.54
1	ADD OPTION	Scenic Shelters - Modifications to BLB24x44 to Scenic WCL2444	\$9,410.00	\$9,410.00
1	INSTALL	MISC - Installation of the above Shelter- Includes: - Saw cut existing concrete to install the new spread footings - Concrete footings - Customer responsible for providing and installing electrical conduit and utilities	\$32,646.40	\$32,646.40
1	INSTALL	MISC - Removal and Disposal of Existing Shelter	\$6,890.00	\$6,890.00
			<b>Sub Total</b>	\$74,552.94
			<b>Freight</b>	\$2,480.00
			<b>Total</b>	<b>\$77,032.94</b>

### Comments

**\*INSTALLATION:** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

\*Pricing per HGAC contract with Cedar Forest Products Co.



Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX  
www.cunninghamrec.com

**ITEM 10** 10/24/2024  
Quote #  
170765-01-04

## Bishopville Park - Shelter Option 2 REV

### TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Cunningham Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Cunningham Recreation unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **LEAD TIME:** Standard orders ship **10-12 weeks** after receipt of order and acceptance of your purchase order, color selections, approved submittals (if required) unless otherwise noted. Custom equipment and shades may require a longer lead times. Surfacing lead time is approximately 2 weeks after scheduling request.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$77,032.94**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature



Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX  
www.cunninghamrec.com

**ITEM 10** 10/24/2024  
Quote #  
170765-01-04

## Bishopville Park - Shelter Option 2 REV

### **BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



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: September 17, 2024  
 RE: Request to Contract – Worcester County Health Department Multifunction Devices

The Health Department is seeking to renew their lease with the Canon Solutions America, which covers leased copiers, desktop printers, centralized job queuing, supplies, and support. The centralized job queuing feature ensures HIPAA compliance by encrypting print jobs while they are in the queue, until the end user swipes their badge. Canon has offered the most effective solution for managing their printing needs. Below is a chart comparing the current contract with the proposed new contract. Contract pricing is based on a competitively solicited and awarded cooperative contract help by Canon through Omnia Partners.

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

	CURRENT	PROPOSED
<b>Lease Payment:</b>	<b>\$ 11,384.35</b>	<b>\$ 7,638.91</b>
<b>MFD Volume:</b>		
<b>B&amp;W Included</b>	<b>182,700</b>	<b>100,000</b>
Avg B&W	53,757	80,282
B&W Cost per Page	\$ 0.00960	\$ 0.00669
<b>Color Included</b>	<b>37,800</b>	<b>38,000</b>
Color Avg	21,548	37,588
Color Cost per Page	\$ 0.07400	\$ 0.04421
<b>Desktop Volume:</b>		
<b>B&amp;W Included</b>	<b>Incl</b>	<b>0</b>
B&W Avg	30,906	4,213
B&W Cost per Page	\$ 0.0096	\$ 0.02100
<b>Color Included</b>	<b>Incl</b>	<b>0</b>
Color Avg	16,333	293
Color Cost per Page	\$ 0.0740	\$ 0.01336
<b>Total Monthly Cost</b>	<b>\$ 11,384.35</b>	<b>\$ 7,731.30</b>
<b>Monthly Savings</b>		<b>\$ (3,653.05)</b>
<b>Annual Savings</b>		<b>\$ (43,836.63)</b>
<b>5-Year Savings</b>		<b>\$ (219,183.15)</b>

-32.1%

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



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

ITEM 11

Page 1 of 18

Customer: WORCESTER COUNTY, MARYLAND

CFS App #: 2021019

Salesperson: Justin W. Cronshaw

Agreement #: MA35801

Transaction #: S21099358

Order Date: 09/04/24

<b>Billing Information</b> Customer Account: 2362467		<b>Payment Information</b>		<b>Equipment Maintenance Information</b>	
<b>Company:</b> WORCESTER COUNTY, MARYLAND <b>DBA:</b> WORCESTER COUNTY HEALTH DEPARTMENT <b>Address:</b> 6040 PUBLIC LANDING RD <b>Address 2:</b> <b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863 <b>Phone #:</b> 410-632-1100 Ext: 1210 <b>Contact:</b> Heather Barton <b>Email:</b> heather.barton@maryland.gov <b>Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)</b>		<b>Listed Items Lease Term</b>	<b># of Lease Payments</b>	OPTIONAL MAINTENANCE: elected, except where indicated declined	
		60 Months	60	Excess Per Image Charge invoiced Quarterly by CFS	
		<b>Payment* (*Plus Applicable Taxes)</b>	<b>CFS Invoicing</b>	New Fleet Plan	
		<b>Total</b> \$7,638.91	Lease Payment shall be invoiced Monthly	Fixed Price Plan	
		<b>Due at Signing</b>		<b>Other Transaction Details</b>	
<b># of Payments in Advance</b>		<b>Total Due at Signing</b>	Purchase Option: Fair Market Value		
			Tax Exempt (Certificate Attached)		
<b>Covered Images Included in Payment</b>		<b>Excess Per Image Charge(s)</b>			
B&W: 100,000 Color: 38,000		B&W: \$0.00669 Color: \$0.04421			
<b>Item Code</b>	<b>Listed Items Description</b>	<b>Qty</b>	<b>Ship To &amp; Maintenance Billing Information</b>		
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	<b>Shipping:</b> 6040 PUBLIC LANDING RD <b>Delivery Date:</b>		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	<b>Address 2:</b> FL 1 RM 128		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	<b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863		
5546C002	BUFFER PASS UNIT-P2	1	<b>Primary Customer Contact:</b> Casey Molnar		
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	<b>Phone #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov		
5549C002	PAPER FOLDING UNIT-L1	1	<b>Meter Contact:</b>		
4395V196	STANDARD POWER FILTER 15A/120V	1	<b>Phone #:</b> <b>Email:</b>		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	<b>IT Contact:</b> Dustin Mariner		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	<b>Phone #:</b> 410-632-1100 Ext: 1253 <b>Email:</b> dustin.mariner@maryland.gov		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	<b>Billing:</b>		
<b>Additional Requirements:</b>			<b>Address 2:</b>		
			<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>		
			<b>Billing Contact:</b>		
			<b>Phone #:</b> <b>Email:</b>		
			<b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5		
			Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
			Meter Method: Remote Reporting Agent Corporate Advantage		
			<b>For CSA USE ONLY:</b>		
OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755 Fiscal Funding			Config: A   57235931		
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT <a href="https://ess.csa.canon.com/customerdocuments">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a> , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.					
Customer Authorized Signature:		Printed Name:	Title:	Date:	
<b>ACCEPTANCE CERTIFICATE</b>					
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.					
Authorized Signature:		Printed Name:	Title:	Date:	
<b>For Internal Purposes Only:</b>					
CFS Authorized Signature:		Printed Name:	Title:	Date:	





Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 1 RM 178</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: A   57235931</div>
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
5546C002	BUFFER PASS UNIT-P2	1	
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	
5549C002	PAPER FOLDING UNIT-L1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	<div>Shipping: 9730 HEALTHWAY DR</div> <div>Delivery Date:</div> <div>Address 2: BHC RM 119 BREAK RM</div> <div>City: BERLIN County: WORCESTER State: MD Zip: 21811</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: B   57278796</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Shipping: 11827 OCEAN CITY GTWY Delivery Date:
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Address 2: WACS FRONT DESK
4000C002	INNER FINISHER-L1	1	City: OCEAN CITY County: WORCESTER State: MD Zip: 21842
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
3998C001	SUPER G3 FAX BOARD-AX1	1	Mtr Contact: Ph #: Email:
4395V196	STANDARD POWER FILTER 15A/120V	1	IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Billing:
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Address 2:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	City: County: State: Zip: Contact: Ph #: Email:
			Elevator: No    Loading Dock: No    # of Steps: 0    Hrs of Operation:
			Consumables: Toner, Staples Inclusive    Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent    Corporate Advantage
			For CSA USE ONLY:
			Config: C   57278805

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Shipping: 13070 MARTINS NECK RD Delivery Date:
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Address 2: IOW RM 2-A
4000C002	INNER FINISHER-L1	1	City: BISHOPVILLE County: WORCESTER State: MD Zip: 21813
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
3998C001	SUPER G3 FAX BOARD-AX1	1	Mtr Contact: Ph #: Email:
4395V196	STANDARD POWER FILTER 15A/120V	1	IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Billing:
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Address 2:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	City: County: State: Zip: Contact: Ph #: Email:
			Elevator: No    Loading Dock: No    # of Steps: 0    Hrs of Operation:
			Consumables: Toner, Staples Inclusive    Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent    Corporate Advantage
			For CSA USE ONLY:
			Config: C   57278805

Additional Equipment List to: S21099358 (SER-801)

ITEM 11 Page 4 of 18

Customer: WORCESTER COUNTY, MARYLAND

Agreement #: MA35801

Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<b>Shipping:</b> 400 WALNUT ST STE A <b>Delivery Date:</b> <b>Address 2:</b> POCOMOKE HLTH CTR COPY RM <b>City:</b> POCOMOKE CITY <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21851 <b>Contact:</b> Casey Molnar <b>Ph #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Dustin Mariner <b>Ph #:</b> 410-632-1100 <b>Email:</b> dustin.mariner@maryland.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CSA USE ONLY:</b> Config: C   57278805
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<b>Shipping:</b> 467 SNOW HILL RD <b>Delivery Date:</b> <b>Address 2:</b> MAP RM 1 <b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863 <b>Contact:</b> Casey Molnar <b>Ph #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Dustin Mariner <b>Ph #:</b> 410-632-1100 <b>Email:</b> dustin.mariner@maryland.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CSA USE ONLY:</b> Config: C   57278805
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Additional Equipment List to: S21099358 (SER-801)

ITEM 11 Page 5 of 18

Customer: WORCESTER COUNTY, MARYLAND

Agreement #: MA35801

Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<b>Shipping:</b> 6040 PUBLIC LANDING RD <b>Address 2:</b> FL 1 RM 46 NURSING COPIER RM <b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863 <b>Contact:</b> Casey Molnar <b>Ph #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Dustin Mariner <b>Ph #:</b> 410-632-1100 <b>Email:</b> dustin.mariner@maryland.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CSA USE ONLY:</b> Config: C   57278805
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<b>Shipping:</b> 6040 PUBLIC LANDING RD <b>Address 2:</b> FL 1 RM 116 WORK AREA <b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863 <b>Contact:</b> Casey Molnar <b>Ph #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Dustin Mariner <b>Ph #:</b> 410-632-1100 <b>Email:</b> dustin.mariner@maryland.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CSA USE ONLY:</b> Config: C   57278805
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 1 RM 55 PREVENTION COPIER RM</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 1 RM 134</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 2 RM 214 HEALTH OFC</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 2 RM 223 ADMIN RM</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 2 RM 232</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 2 RM 240 IT</div> <div>City: SNOW HILL County: WORCESTER State: MD Zip: 21863</div> <div>Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov</div> <div>Mtr Contact: Ph #: Email:</div> <div>IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City: County: State: Zip:</div> <div>Contact: Ph #: Email:</div> <div>Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	





Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 9730 HEALTHWAY DR</div> <div>Delivery Date:</div> <div>Address 2: BHC RM 117</div> <div>City: BERLIN</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21811</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		See Page 1	See Page 1
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	<div>Shipping: 9730 HEALTHWAY DR</div> <div>Delivery Date:</div> <div>Address 2: BHC RM 133</div> <div>City: BERLIN</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21811</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner, Staples Inclusive</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>Corporate Advantage</div> <div>For CSA USE ONLY:</div> <div>Config: C   57278805</div>
4030C002	CASSETTE FEEDING UNIT-AQ1	1	
4000C002	INNER FINISHER-L1	1	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	
3998C001	SUPER G3 FAX BOARD-AX1	1	
4395V196	STANDARD POWER FILTER 15A/120V	1	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	





Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

OPTIONAL MAINTENANCE DECLINED for this Equipment Configuration		Covered Images Included in Payment	Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	32	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Address 2: FL 2 RM 240 IT</div> <div>City: SNOW HILL</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21863</div> <div>Contact: Casey Molnar</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: G   57278855</div> <div>SN of device to add accessory to:</div>

Rider C applies (Software and Cloud Subscriptions)		Covered Images Included in Payment	Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3575B040	UNIFLOW SOFTWARE ASSURANCE -1 POINT	1223	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Address 2: FL 2 RM 240 IT</div> <div>City: SNOW HILL</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21863</div> <div>Contact: Casey Molnar</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>For CSA USE ONLY:</div> <div>Config: OnPremiseA   14399</div>



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

### Lease Schedule ("Schedule") - Blended (SER-800)

**Customer:** WORCESTER COUNTY, MARYLAND

**Agreement #:** MA35801

**CFS App #:** 2021019

**Transaction #:** S21099358

**ITEM 11** Page 11 of 18

**Salesperson:** Justin W. Cronshaw

**Order Date:** 09/04/24

<b>Billing Information</b> Customer Account: 2362467		<b>Payment Information</b>		<b>Equipment Maintenance Information</b>	
<b>Company:</b> WORCESTER COUNTY, MARYLAND <b>DBA:</b> WORCESTER COUNTY HEALTH DEPARTMENT <b>Address:</b> 6040 PUBLIC LANDING RD <b>Address 2:</b> <b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863 <b>Phone #:</b> 410-632-1100 Ext: 1210 <b>Contact:</b> Heather Barton <b>Email:</b> heather.barton@maryland.gov <b>Rider A</b> applies (Optional Maintenance for Office Equip/Cut Sheet Production)		<b>Listed Items Lease Term</b>	<b># of Lease Payments</b>	OPTIONAL MAINTENANCE: elected for all Equipment	
		60 Months	60	Excess Per Image Charge invoiced Quarterly by CFS	
		<b>Payment* (*Plus Applicable Taxes)</b>	<b>CFS Invoicing</b>	Per Unit Coverage Plan	
		<b>Total</b> See Page 1	Lease Payment shall be invoiced Monthly	Fixed Price Plan	
		<b>Due at Signing</b>		<b>Other Transaction Details</b>	
<b># of Payments in Advance</b>		<b>Total Due at Signing</b>	Purchase Option: Fair Market Value		
			Tax Exempt (Certificate Attached)		
<b>Covered Images Included in Payment</b>		<b>Excess Per Image Charge(s)</b>			
B&W: 00 Color: 00		B&W: \$0.02100 Color: \$0.13360			
<b>Item Code</b>	<b>Listed Items Description</b>	<b>Qty</b>	<b>Ship To &amp; Maintenance Billing Information</b>		
5455C003	IMAGECLASS X MF1333C	1	<b>Shipping:</b> 107 WILLIAMS ST <b>Delivery Date:</b>		
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	<b>Address 2:</b>		
2368V991	PRINTER CONNECTIVITY	1	<b>City:</b> BERLIN <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21811		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	<b>Primary Customer Contact:</b> Casey Molnar		
			<b>Phone #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov		
			<b>Meter Contact:</b>		
			<b>Phone #:</b> <b>Email:</b>		
			<b>IT Contact:</b> Dustin Mariner		
			<b>Phone #:</b> 410-632-1100 Ext: 1253 <b>Email:</b> dustin.mariner@maryland.gov		
			<b>Billing:</b>		
			<b>Address 2:</b>		
			<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>		
			<b>Billing Contact:</b>		
			<b>Phone #:</b> <b>Email:</b>		
			<b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5		
<b>Additional Requirements:</b>		Consumables: Toner Only Auto-Toner Fulfillment**			
		Meter Method: Remote Reporting Agent			
		<b>For CSA USE ONLY:</b>			
OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755 Fiscal Funding		Config: D   57278843			
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT <a href="https://ess.csa.canon.com/customerdocuments">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a> , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.					
Customer Authorized Signature:		Printed Name:	Title:	Date:	
<b>ACCEPTANCE CERTIFICATE</b>					
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.					
Authorized Signature:		Printed Name:	Title:	Date:	
<b>For Internal Purposes Only:</b>					
CFS Authorized Signature:		Printed Name:	Title:	Date:	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5951C001	IMAGECLASS X MF1440	1	Shipping: 467 SNOW HILL RD Delivery Date:
2368V991	PRINTER CONNECTIVITY	1	Address 2: MAP RM 2
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	City: SNOW HILL County: WORCESTER State: MD Zip: 21863
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
			Mtr Contact: Ph #: Email:
			IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov
			Billing:
			Address 2:
			City: County: State: Zip:
			Contact: Ph #: Email:
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:
			Consumables: Toner Only Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CSA USE ONLY:
			Config: E   57278848

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)	
		B&W: 00	B&W: \$0.02100	
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	
5951C001	IMAGECLASS X MF1440	1	Shipping: 6040 PUBLIC LANDING RD Delivery Date:	
2368V991	PRINTER CONNECTIVITY	1	Address 2: FL 1 RM 23 NURSING	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	City: SNOW HILL County: WORCESTER State: MD Zip: 21863	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Contact: Casey Molnar	Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
			Mtr Contact:	Ph #: Email:
			IT Contact: Dustin Mariner	Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov
		Billing:		
		Address 2:		
		City: County: State: Zip:		
		Contact: Ph #: Email:		
		Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:		
		Consumables: Toner Only Auto-Toner Fulfillment**		
		Meter Method: Remote Reporting Agent		
		For CSA USE ONLY:		
		Config: E   57278848		



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5951C001	IMAGECLASS X MF1440	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 1 RM 190</div> <div>City: SNOW HILL</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21863</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner Only</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: E   57278848</div>
2368V991	PRINTER CONNECTIVITY	1	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5951C001	IMAGECLASS X MF1440	1	<div>Shipping: 6040 PUBLIC LANDING RD</div> <div>Delivery Date:</div> <div>Address 2: FL 2 RM 243</div> <div>City: SNOW HILL</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21863</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner Only</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: E   57278848</div>
2368V991	PRINTER CONNECTIVITY	1	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5951C001	IMAGECLASS X MF1440	1	<div>Shipping: 9730 HEALTHWAY DR</div> <div>Delivery Date:</div> <div>Address 2: BHC RM 160</div> <div>City: BERLIN</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21811</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner Only</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: E   57278848</div>
2368V991	PRINTER CONNECTIVITY	1	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	<div>Shipping: 107 WILLIAMS ST</div> <div>Delivery Date:</div> <div>Address 2: DENTAL RM 1</div> <div>City: BERLIN</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21811</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner Only</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: F   57278853</div>
2368V991	PRINTER CONNECTIVITY	1	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	<div>Shipping: 11827 OCEAN CITY GTWY</div> <div>Delivery Date:</div> <div>Address 2: WACS RM 14</div> <div>City: OCEAN CITY</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21842</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>EEmail: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner Only</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: F   57278853</div>
2368V991	PRINTER CONNECTIVITY	1	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	<div>Shipping: 13070 MARTINS NECK RD</div> <div>Delivery Date:</div> <div>Address 2: IOW RM 2</div> <div>City: BISHOPVILLE</div> <div>County: WORCESTER</div> <div>State: MD</div> <div>Zip: 21813</div> <div>Ph #: 410-632-1100</div> <div>Email: casey.molnar@maryland.gov</div> <div>Mtr Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>IT Contact: Dustin Mariner</div> <div>Ph #: 410-632-1100</div> <div>E Email: dustin.mariner@maryland.gov</div> <div>Billing:</div> <div>Address 2:</div> <div>City:</div> <div>County:</div> <div>State:</div> <div>Zip:</div> <div>Contact:</div> <div>Ph #:</div> <div>Email:</div> <div>Elevator: No</div> <div>Loading Dock: No</div> <div># of Steps: 0</div> <div>Hrs of Operation:</div> <div>Consumables: Toner Only</div> <div>Auto-Toner Fulfillment**</div> <div>Meter Method: Remote Reporting Agent</div> <div>For CSA USE ONLY:</div> <div>Config: F   57278853</div>
2368V991	PRINTER CONNECTIVITY	1	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	<b>Shipping:</b> 400 WALNUT ST STE A <b>Delivery Date:</b>
2368V991	PRINTER CONNECTIVITY	1	<b>Address 2:</b> POCOMOKE HLTH CTR CLERICAL
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	<b>City:</b> POCOMOKE CITY <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21851
IntSupplies	Pre-Installed Supplies Installed in Machine	1	<b>Contact:</b> Casey Molnar <b>Ph #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov
			<b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b>
			<b>IT Contact:</b> Dustin Mariner <b>Ph #:</b> 410-632-1100 <b>EEmail:</b> dustin.mariner@maryland.gov
		<b>Billing:</b>	
		<b>Address 2:</b>	
		<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>	
		<b>Contact:</b> <b>Ph #:</b> <b>Email:</b>	
		<b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b>	
		Consumables: Toner Only <b>Auto-Toner Fulfillment**</b>	
		Meter Method: Remote Reporting Agent	
		<b>For CSA USE ONLY:</b>	
		Config: F   57278853	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	Shipping: 6040 PUBLIC LANDING RD Delivery Date:
2368V991	PRINTER CONNECTIVITY	1	Address 2: FL 1 RM 103
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	City: SNOW HILL County: WORCESTER State: MD Zip: 21863
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
			Mtr Contact: Ph #: Email:
			IT Contact: Dustin Mariner Ph #: 410-632-1100 Email: dustin.mariner@maryland.gov
			Billing:
			Address 2:
			City: County: State: Zip:
			Contact: Ph #: Email:
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:
			Consumables: Toner Only Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CSA USE ONLY:
			Config: F   57278853



Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	<b>Shipping:</b> 6040 PUBLIC LANDING RD <b>Delivery Date:</b>
2368V991	PRINTER CONNECTIVITY	1	<b>Address 2:</b> FL 2 RM 221A
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	<b>City:</b> SNOW HILL <b>County:</b> WORCESTER <b>State:</b> MD <b>Zip:</b> 21863
IntSupplies	Pre-Installed Supplies Installed in Machine	1	<b>Contact:</b> Casey Molnar <b>Ph #:</b> 410-632-1100 <b>Email:</b> casey.molnar@maryland.gov
			<b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b>
			<b>IT Contact:</b> Dustin Mariner <b>Ph #:</b> 410-632-1100 <b>Email:</b> dustin.mariner@maryland.gov
		<b>Billing:</b>	
		<b>Address 2:</b>	
		<b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>	
		<b>Contact:</b> <b>Ph #:</b> <b>Email:</b>	
		<b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b>	
		Consumables: Toner Only Auto-Toner Fulfillment**	
		Meter Method: Remote Reporting Agent	
		<b>For CSA USE ONLY:</b>	
		Config: F   57278853	

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	Shipping: 9730 HEALTHWAY DR Delivery Date:
2368V991	PRINTER CONNECTIVITY	1	Address 2: BHC FRONT AREA
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	City: BERLIN County: WORCESTER State: MD Zip: 21811
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
			Mtr Contact: Ph #: Email:
			IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov
			Billing:
			Address 2:
			City: County: State: Zip:
			Contact: Ph #: Email:
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:
			Consumables: Toner Only Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CSA USE ONLY:
			Config: F   57278853





Customer: WORCESTER COUNTY, MARYLAND Agreement #: MA35801 Order Date: 09/04/24 Salesperson: Justin W. Cronshaw

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)
		B&W: 00	B&W: \$0.02100
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5952C001	IMAGECLASS X LBP1440	1	Shipping: 9730 HEALTHWAY DR Delivery Date:
2368V991	PRINTER CONNECTIVITY	1	Address 2: BHC RM 122
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	City: BERLIN County: WORCESTER State: MD Zip: 21811
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov
			Mtr Contact: Ph #: Email:
			IT Contact: Dustin Mariner Ph #: 410-632-1100 EEmail: dustin.mariner@maryland.gov
			Billing: Address 2: City: County: State: Zip:
			Contact: Ph #: Email:
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:
			Consumables: Toner Only Auto-Toner Fulfillment**
			Meter Method: Remote Reporting Agent
			For CSA USE ONLY:
			Config: F   57278853

Rider A applies (Optional Maintenance for Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Excess Per Image Charge(s)	
		B&W: 00	B&W: \$0.02100	
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	
5952C001	IMAGECLASS X LBP1440	1	Shipping: 9730 HEALTHWAY DR Delivery Date:	
2368V991	PRINTER CONNECTIVITY	1	Address 2: BHC RM 123	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	City: BERLIN County: WORCESTER State: MD Zip: 21811	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Contact: Casey Molnar Ph #: 410-632-1100 Email: casey.molnar@maryland.gov	
			Mtr Contact: Ph #: Email:	
			IT Contact: Dustin Mariner Ph #: 410-632-1100 E Email: dustin.mariner@maryland.gov	
		Billing:		
		Address 2:		
		City: County: State: Zip:		
		Contact: Ph #: Email:		
		Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:		
		Consumables: Toner Only Auto-Toner Fulfillment**		
		Meter Method: Remote Reporting Agent		
		For CSA USE ONLY:		
		Config: F   57278853		



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

Return Schedule, Rider B of Agreement

Customer: WORCESTER COUNTY, MARYLAND

Agreement #: MA35801

Salesperson: Justin W. Cronshaw

Transaction #: S21099358

Order date: 9/4/2024

<b>Customer ("You")</b>	Customer Account: 2362467	<b>Service Requested:</b>	
<b>Company:</b> WORCESTER COUNTY, MARYLAND		Upgrade	
<b>Address:</b> 6040 PUBLIC LANDING RD		<b>Lease Information (if applicable)</b>	
<b>City:</b> SNOW HILL	<b>County:</b> WORCESTER	<b>Leasing company name</b>	<b>Lease Number</b>
<b>State:</b> MD	<b>Zip:</b> 21863	CFS	001-0156158-051
<b>Phone:</b> 410-632-1100 Ext: 1210			
<b>Contact name:</b> Heather Barton			
<b>Email:</b> heather.barton@maryland.gov			
<b>Alternate Contact:</b>			
<b>Alternate Phone:</b>			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ \_\_\_\_\_ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: \_\_\_\_\_ Reason for check issuance: \_\_\_\_\_

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select ☐ Not Applicable: No Equipment pick up required

one: ☒ CSA will pick up the Equipment

☒ Return Equipment to CFS

☐ Return Equipment to CSA Original Order Date \_\_\_\_\_

☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement

☐ You will retain the equipment.

Will retained equipment remain under a CSA Maintenance Agreement?

☐ No

☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA009105	6040 PUBLIC LANDING RD FL 1 RM 156 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008933	9730 HEALTHWAY DR BHC RM 118 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009373	9730 HEALTHWAY DR BHC RM 137 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	2223C002	ICMF525DW	2BH05045	6040 PUBLIC LANDING RD FL 2 RM 243 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009094	6040 PUBLIC LANDING RD FL 1 RM 128 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	

Pick Up /Return Information:

☒ Same Date as Delivery of Listed Items Specified on the Agreement

☐ Other Specified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (but no longer than 30 days after delivery of Listed Items under Agreement)

<b>Contact Name:</b>	<b>Phone:</b>	<b>Email:</b>	
<b>Hours of Operation:</b>	<b>Number of Steps:</b>	<b>Elevator:</b>	<b>Loading Dock:</b>
<b>Special Instructions:</b>			

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](https://ess.csa.canon.com/customerdocuments), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 2 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA009212	11827 OCEAN GTWY WACS RM 27 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	2223C002	ICMF525DW	2BH05044	6040 PUBLIC LANDING RD FL 1 RM 23 NURSING SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009113	6040 PUBLIC LANDING RD FL 2 ADMIN RM 230 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008934	6040 PUBLIC LANDING RD FL 1 RM 163 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008996	6040 PUBLIC LANDING RD FL 1 RM 103 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009100	6040 PUBLIC LANDING RD FL 1 RM 63 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009376	6040 PUBLIC LANDING RD FL 2 RM 221A SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105274	6040 PUBLIC LANDING RD FL 1 RM 62 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009096	6040 PUBLIC LANDING RD FL 1 RM 128 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3327C001	IRADV4525IV 3	2RW01706	6040 PUBLIC LANDING RD FL 1 RM 134 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105260	6040 PUBLIC LANDING RD FL 1 RM 133 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADVC5535I V3	2KJ04995	6040 PUBLIC LANDING RD FL 2 RM 240 IT SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008940	6040 PUBLIC LANDING RD FL 1 RM 148 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3326C001	IRADV4535IV 3	2RK03965	400 WALNUT ST STE A POCOMOKE HLTH CTR COPY RM POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105453	6040 PUBLIC LANDING RD FL 1 RM 132 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 3 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA008948	6040 PUBLIC LANDING RD FL 2 BILLING RM 219 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008821	9730 HEALTHWAY DR BHC FRONT AREA BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009210	6040 PUBLIC LANDING RD FL 1 RM 195 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008989	6040 PUBLIC LANDING RD FL 1 RM 110 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008822	6040 PUBLIC LANDING RD FL 1 RM 147 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008937	6040 PUBLIC LANDING RD FL 1 RM 128E SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105461	6040 PUBLIC LANDING RD FL 1 RM 32 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009091	6040 PUBLIC LANDING RD FL 2 RM 232 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105277	6040 PUBLIC LANDING RD FL 2 RM 216 FRONT WINDOW SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009204	9730 HEALTHWAY DR BHC RM 133 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009352	11827 OCEAN GTWY WACS RM 12 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008818	11827 OCEAN GTWY WACS RM 4 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	2223C002	ICMF525DW	2BH05049	4767 SNOW HILL RD MAP RM 2 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009203	11827 OCEAN GTWY WAC RM 10 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009095	11827 OCEAN GTWY WACS RM 24 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 4 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA008936	6040 PUBLIC LANDING RD FL 1 RM 115 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009103	9730 HEALTHWAY DR BHC RM 122 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008941	11827 OCEAN GTWY WACS RM 9 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009099	6040 PUBLIC LANDING RD FL 2 RM 235 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008983	6040 PUBLIC LANDING RD FL 1 RM 137 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105264	9730 HEALTHWAY DR BHC RM 118 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009106	13070 SAINT MARTINS NECK RD IOW RM 2 BISHOPVILLE MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008823	9730 HEALTHWAY DR BHC RM 128 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3325C001	IRADV4545IV 3	2QD02408	6040 PUBLIC LANDING RD FL 1 RM 116 WORK AREA SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008812	400 WALNUT ST STE A POCOMOKE HLTH CTR CLERICAL POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008832	6040 PUBLIC LANDING RD FL 1 RM 117 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105375	400 WALNUT ST STE A POCOMOKE HLTH CTR RM 12 POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105457	11827 OCEAN GTWY WACS RM 3 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008824	6040 PUBLIC LANDING RD FL 1 RM 149 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008945	6040 PUBLIC LANDING RD FL 1 RM 134A SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 5 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA008826	9730 HEALTHWAY DR BHC RM 145 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105282	13070 SAINT MARTINS NECK RD IOW RM 11 BISHOPVILLE MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009199	6040 PUBLIC LANDING RD FL 2 RM 229 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008931	9730 HEALTHWAY DR BHC RM 131 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3326C001	IRADV4535IV 3	2RK02492	11827 OCEAN GTWY WACS FRONT DESK OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009213	6040 PUBLIC LANDING RD FL 1 RM 112 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009090	9730 HEALTHWAY DR BHC RM 119 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105280	6040 PUBLIC LANDING RD FL 1 RM 60 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105544	6040 PUBLIC LANDING RD FL 1 RM 46 WORK AREA SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADV5535IV3	2KJ03991	107 WILLIAMS ST DENTAL RM 1 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008827	9730 HEALTHWAY DR BHC RM 112 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105319	13070 SAINT MARTINS NECK RD IOW RM 3 BISHOPVILLE MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008944	11827 OCEAN GTWY WACS RM 25 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3327C001	IRADV4525IV 3	2RW01784	6040 PUBLIC LANDING RD FL 2 RM 214 HLTH OFC SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009351	6040 PUBLIC LANDING RD FL 2 RM 235 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	





Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 6 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA008830	9730 HEALTHWAY DR BHC RM 158 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009098	6040 PUBLIC LANDING RD FL 2 RM 235 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008829	11827 OCEAN GTWY WACS RM 17 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	2223C002	ICMF525DW	2BH05051	6040 PUBLIC LANDING RD FL 1 RM 164 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009102	6040 PUBLIC LANDING RD FL 1 RM 178B SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009092	6040 PUBLIC LANDING RD FL 1 RM 180 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3324C001	IRADV4551IV 3	2ND00925	9730 HEALTHWAY DR BHC RM 117 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009097	6040 PUBLIC LANDING RD FL 2 RM 210 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105317	6040 PUBLIC LANDING RD FL 1 RM 29 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009107	9730 HEALTHWAY DR BHC RM FISCAL AREA BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009347	9730 HEALTHWAY DR BHC RM 131 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009112	9730 HEALTHWAY DR BHC RM 118 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105281	6040 PUBLIC LANDING RD FL 2 ADMIN RM 227 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009174	6040 PUBLIC LANDING RD FL 2 RM 234 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008828	400 WALNUT ST STE A POCOMOKE HLTH CTR CLERICAL POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 7 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA009207	6040 PUBLIC LANDING RD FL 1 RM 144 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADVC5535I V3	2KJ08638	6040 PUBLIC LANDING RD FL 2 HR RM 232 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008817	6040 PUBLIC LANDING RD FL 1 RM 145 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009358	11827 OCEAN GTWY WACS RM 16 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008998	6040 PUBLIC LANDING RD FL 1 RM 113 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADVC5535I V3	2KJ03968	4767 SNOW HILL RD MAP RM 1 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009379	9730 HEALTHWAY DR BHC RM 107B BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008860	13070 SAINT MARTINS NECK RD IOW RM 24 BISHOPVILLE MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105455	6040 PUBLIC LANDING RD FL 1 RM 157 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009192	6040 PUBLIC LANDING RD FL 1 RM 153 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008942	11827 OCEAN GTWY WACS FRONT DESK OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008851	400 WALNUT ST STE A POCOMOKE HLTH CTR RM 15 POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009377	6040 PUBLIC LANDING RD FL 2 RM 216F SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105269	6040 PUBLIC LANDING RD FL 2 RM 222 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009357	6040 PUBLIC LANDING RD FL 2 RM 216C SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 8 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA008790	6040 PUBLIC LANDING RD FL 2 RM 221B SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009206	9730 HEALTHWAY DR BHC RM 160 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008862	9730 HEALTHWAY DR BHC RM 141 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009205	9730 HEALTHWAY DR BHC RM 131 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008864	6040 PUBLIC LANDING RD FL 1 RM 140 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105261	6040 PUBLIC LANDING RD FL 1 RM 127 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1474C005	ICMF735CDW	WTL18244	6040 PUBLIC LANDING RD FL 1 RM 178 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009087	6040 PUBLIC LANDING RD FL 1 RM 178G SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008807	9730 HEALTHWAY DR BHC RM 123 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008820	6040 PUBLIC LANDING RD FL 1 RM 136 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009371	400 WALNUT ST STE A POCOMOKE HLTH CTR RM 12 POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADVC5535I V3	2KJ08630	9730 HEALTHWAY DR BHC BREAK RM 119 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADVC5535I V3	2KJ04763	6040 PUBLIC LANDING RD FL 1 RM 128 BH SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105266	6040 PUBLIC LANDING RD FL 2 RM 207 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009109	11827 OCEAN GTWY WACS RM 7 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

## ITEM 11

Page 9 of 11

**Customer:** WORCESTER COUNTY, MARYLAND

**Salesperson:** Justin W. Cronshaw

**Agreement #:** MA35801

**Transaction #:** S21099358

**Order Date:** 9/4/2024

### Customer ("you"):

**Company:** WORCESTER COUNTY, MARYLAND

**Contact:** Heather Barton

**Address:** 6040 PUBLIC LANDING RD

**Phone:** 410-632-1100 Ext: 1210

**City:** SNOW HILL

**State:** MD

**Zip:** 21863

**Email:** heather.barton@maryland.gov

### Equipment for Trade-In, Upgrade, or Return

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	3238C011	IPC710	2NS00910	6040 PUBLIC LANDING RD FL 1 RM 128 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009104	6040 PUBLIC LANDING RD FL 1 RM 155 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105283	6040 PUBLIC LANDING RD FL 1 RM 181 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105262	6040 PUBLIC LANDING RD FL 1 RM 56 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105287	6040 PUBLIC LANDING RD FL 2 RM 226 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3325C001	IRADV4545IV 3	2QD02459	6040 PUBLIC LANDING RD NURSING COPIER RM 46 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	2223C002	ICMF525DW	2BH05052	6040 PUBLIC LANDING RD FL 1 RM 190 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009367	6040 PUBLIC LANDING RD FL 2 RM 216H SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008859	6040 PUBLIC LANDING RD FL 2 RM 243 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105456	6040 PUBLIC LANDING RD FL 1 RM 165 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3324C001	IRADV4551IV 3	2ND01625	6040 PUBLIC LANDING RD FL 2 ADMIN RM 223 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3276C002	IRADVC5535I V3	2KJ09442	13070 SAINT MARTINS NECK RD IOW RM 2-A BISHOPVILLE MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105459	6040 PUBLIC LANDING RD FL 1 RM 189 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1474C005	ICMF735CDW	WTL18238	6040 PUBLIC LANDING RD FL 1 RM 42 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	2223C002	ICMF525DW	2BH05047	107 WILLIAMS ST BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

ITEM 11  
Page 10 of 11

Customer: WORCESTER COUNTY, MARYLAND      Salesperson: Justin W. Cronshaw  
Agreement #: MA35801      Transaction #: S21099358

Order Date: 9/4/2024

Customer ("you"):

Company: WORCESTER COUNTY, MARYLAND      Contact: Heather Barton  
Address: 6040 PUBLIC LANDING RD      Phone: 410-632-1100 Ext: 1210  
City: SNOW HILL      State: MD      Zip: 21863      Email: heather.barton@maryland.gov

Equipment for Trade-In, Upgrade, or Return							
Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
UGTR	0864C002	ICLBP312DN	NGQA009110	9730 HEALTHWAY DR BHC RM 139 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105345	6040 PUBLIC LANDING RD FL 2 RM 235 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009217	9730 HEALTHWAY DR BHC RM 106 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	3324C001	IRADV4551IV 3	2ND01711	6040 PUBLIC LANDING RD PREVENTION COPIER RM 55 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009108	400 WALNUT ST STE A POCOMOKE HEALTH CTR POCOMOKE CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA008819	6040 PUBLIC LANDING RD FL 1 RM 143 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105342	9730 HEALTHWAY DR BHC RM 135 BERLIN MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	0864C002	ICLBP312DN	NGQA009093	11827 OCEAN GTWY WACS RM 26 OCEAN CITY MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	
UGTR	1476C004	ICLBP654CD W	NHGA105462	13070 SAINT MARTINS NECK RD IOW RM 10 BISHOPVILLE MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

Trade in, Upgrade, Return, Buyout Schedule ("Schedule") (SLS-900)

ITEM 11

Page 11 of 11

Return Schedule, Rider B of Agreement

Customer: WORCESTER COUNTY, MARYLAND

Salesperson: Justin W. Cronshaw

Agreement #: MA35801

Transaction #: S21099358

Order date: 9/4/2024

<b>Customer ("You")</b>	Customer Account: 2362467	<b>Service Requested:</b>	
<b>Company:</b> WORCESTER COUNTY, MARYLAND		Upgrade	
<b>Address:</b> 6040 PUBLIC LANDING RD		<b>Lease Information (if applicable)</b>	
<b>City:</b> SNOW HILL	<b>County:</b> WORCESTER	<b>Leasing company name</b>	<b>Lease Number</b>
<b>State:</b> MD	<b>Zip:</b> 21863	CFS	001-0156158-051
<b>Phone:</b> 410-632-1100 Ext: 1210			
<b>Contact name:</b> Heather Barton			
<b>Email:</b> heather.barton@maryland.gov			
<b>Alternate Contact:</b>			
<b>Alternate Phone:</b>			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ \_\_\_\_\_ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: \_\_\_\_\_ Reason for check issuance: \_\_\_\_\_

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

**Select one:**

☐ Not Applicable: No Equipment pick up required

☐ CSA will pick up the Equipment

☐ Return Equipment to CFS

☐ Return Equipment to CSA Original Order Date \_\_\_\_\_

☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement

☒ You will retain the equipment.

Will retained equipment remain under a CSA Maintenance Agreement?

☒ No

☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTK	0864C002	ICLBP312DN	NGQA009051	424 W MARKET ST STE A MARKET SQUARE RM 122 SNOW HILL MD 21863-2453	Dustin Mariner 410-632-1100 Ext: 1253	dustin.mariner@maryland.gov	

Pick Up /Return Information:

☒ Same Date as Delivery of Listed Items Specified on the Agreement

☐ Other Specified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (but no longer than 30 days after delivery of Listed Items under Agreement)

<b>Contact Name:</b>	<b>Phone:</b>	<b>Email:</b>
<b>Hours of Operation:</b>	<b>Number of Steps:</b>	<b>Elevator:</b>
<b>Loading Dock:</b>		
<b>Special Instructions:</b>		

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](https://ess.csa.canon.com/customerdocuments), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____		
Printed Name _____	Title _____	Date _____





**Subscription Support Services (SLS-910)**  
**Subscription Schedule ("Schedule"), Rider D of Agreement**

**ITEM 11**  
Page 1 of 1

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** WORCESTER COUNTY, MARYLAND  
**Agreement #:** MA35801

**Salesperson:** Justin W. Cronshaw

**Transaction #:** S21099358

**Order date:** 09/04/24

<b>Customer ("You")</b>	Customer Account: 2362467
<b>Company:</b> WORCESTER COUNTY, MARYLAND	
<b>Address:</b> 6040 PUBLIC LANDING RD, FL 2 RM 240 IT,	
<b>City:</b> SNOW HILL	<b>State:</b> MD <b>Zip:</b> 21863
<b>Contact:</b> Casey, Molnar	<b>Phone:</b> 410-632-1100
<b>Email:</b> casey.molnar@maryland.gov	

**Alternate Contact:** Heather Barton  
**Alternate Email:** heather.barton@maryland.gov  
**Alternate Phone:** 410-632-1100

**Subscription Support Services**

**Schedule Term:** ☐ 60 Months or ☒ Lease term ☐ Customer P.O. Reference on invoice: \_\_\_\_\_  
**Payment terms:** ☐ Net 30 ☒ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
2	1396V769	SUBSCRIPTION SUPPORT SERVICES 100 UNIT BLOCK	Included	Included
			<b>Total</b>	Included in Lease
			<b>Sales Tax</b>	TBD at invoicing
			<b>Total Due</b>	Included in Lease

Resource Level	Units / hour	Min Hrs/Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Mgmt or Software Development Specialist	4	4
Local Systems Analyst or Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

\*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature \_\_\_\_\_

Printed Name:

Title:

Date:

## ADDENDUM TO ORDER SCHEDULE

### Project Work Order

# ITEM 11

NCS Ticket#: 00042136

Impact #:

Branch: DE - Wilmington

Customer Information				Project Contact Information	
Company ("you" or "Customer")	WORCESTER COUNTY, MARYLAND			Sales Contact	Justin W. Cronshaw
Address 1	6040 Public Landing Rd			Phone #	410.742.6243
Address 2				Email Address	jcronshaw@csa.canon.com
City	Snow Hill			Project Manager	TBD
State	MD	Zip	21863	Phone #	TBD
Primary Contact	Heather Barton			Email Address	TBD
Phone #	410.632.1100 x1210			Implementation Engineer	TBD
Email Address	heather.barton@maryland.gov			Phone #	TBD
				Email Address	TBD

Associated Document(s)	#/ID	DATE	Project Billing Method	Technical Review	
Master Agreement #	MA35801		Implementation Services	PS Manager / Zone Manager	✓ Frank Wahl
Order Schedule Transaction #	21099358		x Subscription Services	Solution Analyst / NCS Analyst	✓ Edward Gove
<input type="checkbox"/> Additional Terms and Conditions				Implementation Engineer	✓ Joseph Nicosia

Work Package	Project Deliverable(s) / Work Description	Work Effort (Days)
1	<p>Note: Any additional components or professional services outside the scope of this PWO will require a SOW.</p> <p>CPQ Date: 9/3/2024  CPQ Number: 21099358  UF Serial Number: 0008FB54  MOM PS for Public Sector Pricing: 939792</p> <p>As a part of this project, licensing for 88 uniFLOW Single Function Printing licenses will be removed and SA points will be adjusted.  NT WARE Ticket for license reduction is LIC-31835</p> <p>Worcester County will be replacing Canon MFD devices that are currently on uniFLOW.  New devices include:  3 IRADVDC5850I  14 IRADVDC5840I  1 ICXMF1333C  5 ICXMF1440  9 ICXLB1440</p> <p>No uniFLOW Server updates will be done at this time.  No uniFLOW workflows or functionality will be added at this time.  CSA will work with IT to ensure all new devices are added to uniFLOW and tested for functionality.  All work will be done using remote implementation services.</p> <p>Item required for this project include:  1223 of 3575B040 uniFLOW Software Assurance Points  32 of 5375BA60 Micard Plus CI Proximity Readers  2 of 1396V769 Subscription Services 100 unit block</p>	Included

**Canon Solutions America Help Desk: 1-800-355-1385**  
**Post implementation support is provided Monday through Friday – 8:30 AM to 8:00 PM Eastern**  
**An active maintenance and support agreement is required to receive Help Desk Support**

**Total Work Effort (Days)**

**Included**

## Project Authorization

Customer by its authorized signatory agrees to the Project Deliverable(s) set forth in this Canon Solutions America, Inc. ("CSA") Project Work Order ("PWO"), and to all terms and conditions herein, and in the Associated Documents.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Title



## Attachment 1

**NOTE:** Installations on an Active Directory Domain Controller ARE NOT SUPPORTED. \*Installations on Windows Server 2012R2/2016 Essentials Edition ARE NOT SUPPORTED \* Windows client operating systems are limited to a max of ten simultaneous client connections. Mac OSX must be joined to the domain

Minimum Requirements for all Systems

- Windows Server® 2012/2012R2/2016/2019 Standard Edition with a graphical user interface
- Systems with a Dual Core CPU – x64 with a 3.3 GHz minimum clock speed
- 8GB RAM Recommended
- Minimum of 500 GB of free disk space
- Internet Information Services IIS v8 or higher (prepared for uniFLOW installation)
- Microsoft .NET Framework 4.0 or higher. • Microsoft MS Office required for mobile print workflow(s)
- Microsoft SQL Server® 2016/2017/2019 (Enterprise, Standard, Express)
- uniFLOW supports the following Virtualization Platforms: VMware, Hyper-V
- Some components of uniFLOW require Microsoft Visual C++. If the required Microsoft Visual C++ versions are not available in the system, the uniFLOW installer automatically installs the following packages. Microsoft Visual C++ 2015 redistributable package (x86) (x64)
- Database included in the installer. This version of Microsoft SQL Server is delivered with each uniFLOW installer and can be installed locally during the installation routine: Microsoft SQL Server 2017 Express Edition
- Microsoft SQL Server 2017 Express Edition is not supported on Windows Server 2008 R2 or Windows 7 or older. It is also not supported on 32-bit versions of Windows 8/8.1/10.
- If the SQL Server 2017 Express Edition's maximum storage capacity of 10GB is not sufficient, a separate Microsoft SQL Server license is required.
- NT-ware does not recommend using v4 printer drivers because of limited functionality or printing to a v3 printer driver from Microsoft Edge or Windows Store applications due to performance and load issues on the client.
- uniFLOW Client for Windows System Requirements: Windows 8.1, 10 or higher (32-bit or 64-bit), Internet Explorer 11



## ADDITIONAL TERMS AND CONDITIONS TO PROJECT WORK ORDER

**1. Scope; Terms and Conditions**

The following terms and conditions are applicable to the PWO between you ("You" or "Client") and Canon Solutions America, Inc. ("CSA"), and supplement and control the terms and conditions of the applicable CSA Master Sales and Services Agreement ("Master Agreement") for the specific Order Schedule ("Order Schedule") both as referenced in this PWO (both collectively the "Agreement"). For purposes hereof, the PWO shall be deemed a "Listed Item" under the Agreement notwithstanding anything contained in the Agreement to the contrary. Equipment, hardware, software or consumables acquired from CSA in conjunction with the PWO may be governed by various agreements, but not by this PWO; as such, Your payment and other obligations under such other agreements are not dependent in any way upon CSA's performance of this PWO.

**2. Standard Implementation Assumptions**

In order to successfully implement Project Deliverables listed in this PWO (the "Implementation"), CSA has relied upon, and You hereby acknowledge these key assumptions:

- a. Although CSA's Implementation personnel may consist of CSA's authorized employees, retained third party vendors, or both, in any event CSA shall retain sole responsibility to Client.
- b. You will allow Implementation personnel accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in this PWO CSA will perform the Implementation during CSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CSA holidays).
- c. CSA's Implementation personnel will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
- d. With regard to any "shrink-wrap" or "click-wrap" or "click-through" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the PWO, You hereby authorize CSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA), and You agree to comply with the terms of same. EULAs, SAs, and SMAs are available at <http://ess.csa.canon.com/SMA-EULA.html>, and shall solely govern as to the matters contained therein.
- e. CSA will not be liable for any loss of data during or as a result of the Implementation. You shall back-up all data that could be affected by the Implementation.
- f. All software supplied by You for use in the Implementation is properly licensed to You.
- g. Any changes to this PWO, including as to Implementation outside of CSA's normal business hours, must be made in writing in accordance with Section 4 hereof.
- h. There is no commitment for ongoing support expressed or implied by the PWO. Any additional requests for services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of a separate support agreement.
- i. Any work product not specifically listed in this PWO is considered out of scope. Services that are out of scope will be addressed through CSA's Implementation change order ("Change Order") procedure. (See Section 4)
- j. It is Client's responsibility ensure that its resources are capable and available to assist CSA during the course of the Implementation to ensure timely completion of the Project Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
- k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
- l. If a change in resources is required during the course of the Implementation, CSA will work with the Client's assigned Implementation manager to facilitate the transition. CSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.
- m. CSA will provide internal Implementation personnel as CSA deems appropriate for the Implementation.
- n. In cases where the required system information is not available or able to be determined by Client resources, CSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
- o. Client will respond to all requests for information in writing within two (2) business days.
- p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CSA prior to the initiation of this Implementation.

Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the Implementation.

**3. Standard Dependencies and External Requirements**

Project Deliverables may be predicated on certain additional information, external deliverables or agreements ("Additional Requirements"). In order to successfully fulfill the requirements of the PWO, additional Requirements (other than the Agreement) which have been approved by CSA are incorporated into and made part of this PWO. Where conflicts or inconsistency might exist between terms of the Agreement, the Additional Requirements and this PWO, the terms of this PWO shall take precedence with respect to the Implementation and Project Deliverables.

**4. Implementation of Change Order Procedure**

Once a change condition is identified, there are three (3) steps involved with implementation of a change order:

- a. Your submittal of a Change Order ("Change Order") in a form requested from CSA.
- b. CSA's written approval or rejection of the Change Order.
- c. Modification and/or adjustment of the Implementation or Project Deliverables if required by an approved Change Order.

The Change Order form is executed by You with CSA's assistance. CSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. You acknowledge that a Change Order is required for work performed outside of CSA's normal business hours, under the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

**5. Completion Criteria**

CSA will have fulfilled its obligations under the PWO when one (1) of the following first occurs:

- a. CSA completes the Implementation, or,
- b. You terminate the PWO for reasons beyond the control of CSA.

**6. Implementation Fees**

CSA will invoice You per the terms and conditions of the Agreement. The parties acknowledge the Implementation fee was established on the scope of effort presented to CSA during initial discovery discussions. In the event additional, material requirements are uncovered during the detailed discovery or Implementation execution, CSA will require a Change Order in accordance with Section 4 hereof.

**7. Period of Performance**

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CSA will present a Change Order per Section 4 hereof for the services and software needed to complete the job.

**8. Implementation Scheduling & Change Policy**

CSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

CSA recognizes circumstances may arise necessitating the rescheduling of the PWO implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled implementation date will be accommodated with no charge to You. As CSA must reserve engineering resources in anticipation of the requested implementation date, scheduling changes requested within fifteen (15) business days of the scheduled implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

**9. Additional Limited Warranty and Limitation of Liability**

CSA makes no warranty for proper functioning of equipment not supplied by CSA including, but not limited to: PCs, servers and networks.

CSA makes no warranty for the proper functioning of your proprietary network, server or workstation software. Proprietary is defined for this purpose as software packages that are not sold by CSA.

CSA warrants its workmanship for the Installation services for a period of thirty (30) days from the date such services are rendered. This warranty applies only to the original installation by CSA and does not include alterations or modifications initiated by You or failure of equipment or software not provided by CSA.

THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY SHALL BE TO REJECT THE PROJECT DELIVERABLE OR SERVICES AND CANCEL THIS PWO AT THE TIME INSTALLATION IS COMPLETED. CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS PWO OR THE AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Disclaimer**

This document is the property of and is proprietary to CSA. It is not to be disclosed in whole or in part without prior written consent of CSA, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate CSA's proposal, and shall be returned upon request.



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](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
 FROM: Nicholas W. Rice, Procurement Officer  
 DATE: September 17, 2024  
 RE: Request to Award – Central Landfill Leachate Force Main and Cell 1 Pump Stations

---

Public Works is requesting Commissioner approval to award the Central Landfill Leachate Force Main and Cell 1 Pump Stations project to Bearing Construction in the amount of \$1,750,576.93. Of that amount, \$965,327.26 is related to the Cell 1 Pump Stations work and \$785,258.18 is related to the Leachate Force Main. The designing engineer, EA, has reviewed the bid package and concurs with the award to Bearing Construction, their recommendation letter is attached.

Funds of \$620,000 were originally budgeted in FY24 and FY23 in account 680.7002.9010.060 – Capital Equipment Other for the design and construction of these projects, however, due to inflation and extended permitting times, the costs have significantly increased. This project is not budgeted in FY25 so the funds will need to come from the Solid Waste reserve account.

In addition, Public Works is requesting to award professional services to EA for construction administration and inspection services for this work in the amount of \$124,523.00. EA was the designing engineer and historically is the County's preferred landfill consultant. EA's knowledge of the existing site conditions at the landfill and their in-depth knowledge of the proposed design makes them uniquely qualified to provide the services outlined in the attached proposal. Funding for this work would also come from Solid Waste reserves.

The Cell 1 Pump Stations are in desperate need of rehabilitation, the existing equipment was originally installed back in the 1980's. The stations have surpassed their useful life and in several cases are no longer functioning. The stations are required to pump leachate from the bottom of Cell 1 to meet our MDE permit requirements. Violation of the permit will result in fines and other compliance measures being levied against the landfill.

The Leachate Force Main is needed to reduce the amount of pumping and hauling at the landfill. Currently, leachate is pumped and hauled to area wastewater treatment plants for processing. The force main will allow direct pumping of a significant portion of the leachate to the Newark Wastewater Treatment Plant. The cost to treat the leachate at Newark will be paid from Solid Waste revenue. Due to flow limitations at the Newark plant, this will not eliminate the need to pump and haul, but it will be reduced. Since 2015, \$2.1 Million has been spent pumping and hauling leachate.

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

Central Landfill Leachate Forcemain	
Tuesday, July 30, 2024 at 2:30pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
M2 Construction	\$1,889,320.00
Chesapeake Turf LLC	\$1,994,700.00
Bearing Construction Inc.*	\$1,750,585.44

\*apparent low bidder





11200 Racetrack Road Unit 101  
Ocean Pines, MD 21811  
Telephone: 410-641-5341  
Fax: 410-641-5349  
www.eaest.com

August 22, 2024

Mr. Dallas Baker, P.E. Director  
Worcester County Dept. of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863

**Subject: Central Landfill Facility Leachate Forcemain and  
Cell 1 Pump Station Improvements  
Bid Package Review, Tabulation and Recommendation**

Dear Mr. Baker:

Bids were received on July 30, 2024 for the Worcester County Central Landfill Facility (CLF) Leachate Forcemain and Cell 1 Pump Station Improvements Project. Three bids were received from the following contractors: Bearing Construction Inc., HRI Construction LLC aka M2 Construction LLC in Maryland, and Chesapeake Turf, LLC. On behalf of the County, EA Engineering, Science and Technology, Inc. PBC (EA) has reviewed each of these bids for completeness in accordance with the bid documents, submitted bid cost, and qualifications based on the type of work to be performed. A Bid Tabulation is attached to this letter for reference. The Bid Tabulation is based on the unit costs multiplied by the bid form unit quantities. Bearing Construction Inc. is the lowest bidder, although the tabulation resulted in a difference of -\$8.51 within Bearing Construction Inc.'s presented Bid. The following is a summary of the lowest responsible bidder.

It is EA's professional opinion that the lowest responsible bidder is Bearing Construction, Inc. Bearing Construction Inc. has completed several projects for Worcester County. Most notably the Mystic Harbor Wastewater Treatment Plant Upgrades. EA provided full-time construction inspection for the duration of the project (approximately 1.5 years). During this project, EA was pleased with the experience, project approach, schedule, and communication between the County, Bearing, and EA throughout the project. EA contacted Mr. Jim Merrell, president of Bearing Construction, Inc. to inquire who their proposed electrical subcontractor will be for this project. Mr. Merrell informed EA that they propose to use Lywood Electric (Lywood). Lywood has also completed several projects for Worcester County including several pump station upgrades within the Ocean Pines Community in which EA provided design, permitting, and construction phase services.

As the County is aware, this is an important project for the CLF. The four pump stations associated with Cell 1 are over 30 years old and require upgrades to maintain the management of leachate conveyance per the requirements of the Maryland Department of the Environment. Further, the leachate forcemain component will provide the CLF a cost savings component reducing the volume of leachate required to be trucked offsite.



Bearing Construction Inc. presented a complete bid package and bid bond. Based on EA's review of all supplied bid packages, phone discussions, credentials, electrical subcontractor, and bid price, EA recommends the County consider Bearing Construction Inc. be awarded the CLF Leachate Forcemain and Cell 1 Pump Station Improvements project in the amount of \$1,750,576.93 which utilizes the presented unit prices within Bearing Construction Inc.'s Bid.

Respectfully yours,  
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC

A handwritten signature in black ink, appearing to read 'D. Kolar', is positioned above the printed name of the signatory.

Darl Kolar, P.E., BCEE  
Project Manager

Cc: Chris Clasing, P.E. Deputy DPW Worcester County

CENTRAL LANDFILL FACILITY LEACHATE FORCEMAIN AND CELL 1 PUMP STATION UPGRADES  
 BID TABULATIONS  
 AUGUST 2024

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BEARING CONSTRUCTION INC.		M2 CONSTRUCTION LLC		CHESAPEAKE TURF, LLC		AVERAGE	
				COST PER UNIT \$	TOTAL ITEM COST \$	COST PER UNIT \$	TOTAL ITEM COST \$	COST PER UNIT \$	TOTAL ITEM COST \$	COST PER UNIT \$	TOTAL ITEM COST \$
1	Mobilization and Demobilization	1	LS	\$ 63,500.00	\$ 63,500.00	\$ 50,000.00	\$ 50,000.00	\$ 234,100.00	\$ 234,100.00	\$ 115,866.67	\$ 115,866.67
2	Private Utility Locate and Test Pitting	1	LS	\$ 12,371.41	\$ 12,371.41	\$ 9,000.00	\$ 9,000.00	\$ 17,100.00	\$ 17,100.00	\$ 12,823.80	\$ 12,823.80
3	Two-Inch Forcemain Piping	2,580	LF	\$ 13.74	\$ 35,449.20	\$ 54.00	\$ 139,320.00	\$ 31.00	\$ 79,980.00	\$ 32.91	\$ 84,916.40
4	Flow Meter, Vault, and Appurtenances	1	EA	\$ 22,060.92	\$ 22,060.92	\$ 75,000.00	\$ 75,000.00	\$ 49,200.00	\$ 49,200.00	\$ 48,753.64	\$ 48,753.64
5	Pump Building Pump, Motor, and Pipeworks	1	EA	\$ 327,918.20	\$ 327,918.20	\$ 40,000.00	\$ 40,000.00	\$ 66,200.00	\$ 66,200.00	\$ 144,706.07	\$ 144,706.07
6	Inline and Terminal Flushing Connection	7	EA	\$ 2,426.38	\$ 16,984.66	\$ 6,000.00	\$ 42,000.00	\$ 7,360.00	\$ 51,520.00	\$ 5,262.13	\$ 36,834.89
7	Leachate Forcemain Electrical and PLC Programming	1	LS	\$ 382,841.02	\$ 382,841.02	\$ 140,000.00	\$ 140,000.00	\$ 121,000.00	\$ 121,000.00	\$ 214,613.67	\$ 214,613.67
8	Site Stabilization and Erosion and Sediment Control	1	LS	\$ 15,537.53	\$ 15,537.53	\$ 11,000.00	\$ 11,000.00	78500	\$ 78,500.00	\$ 35,012.51	\$ 35,012.51
9	Pump Station Upgrades	4	EA	\$ 132,617.31	\$ 530,469.24	\$ 260,000.00	\$ 1,040,000.00	257500	\$ 1,030,000.00	\$ 216,705.77	\$ 866,823.08
10	Cell 1 Perimeter Road Repairs	1,600	CY	\$ 198.39	\$ 317,424.00	\$ 130.00	\$ 208,000.00	130	\$ 208,000.00	\$ 152.80	\$ 244,474.67
11	Repair of Cell 1 CMU Electrical Handhole w/ new lds	5	EA	\$ 3,015.35	\$ 15,076.75	\$ 13,000.00	\$ 65,000.00	6820	\$ 34,100.00	\$ 7,611.78	\$ 38,058.92
12	Patching and Repair of Cell 1 Wet Wells	50	EA	\$ 218.88	\$ 10,944.00	\$ 1,400.00	\$ 70,000.00	500	\$ 25,000.00	\$ 706.29	\$ 35,314.67
<b>TOTAL</b>					\$ 1,750,576.93		\$ 1,889,320.00		\$ 1,994,700.00		\$ 1,878,198.98

BEARING

BID FORM  
 WORCESTER COUNTY CENTRAL LANDFILL  
 LEACHATE FORCEMAIN and PUMP STATIONS PROJECT  
 WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Mobilization and Demobilization	1	LS	\$ 63,500	\$ 63,500
2	Private Utility Locate and Test Pitting	1	LS	\$ 12,371.41	\$ 12,371.41
3	Two-Inch Forcemain Piping	2580	LF	\$ 13.74	\$ 35,453.41
4	Flow Meter, Vault, and Appurtenances	1	EA	\$ 22,060.92	\$ 22,060.92
5	Pump Building Pump, Motor, and Pipeworks	1	EA	\$ 327,918.20	\$ 327,918.20
6	Inline and Terminal Flushing Connection	7	EA	\$ 2,426.38	\$ 16,984.63
7	Leachate Forcemain Electrical and PLC Programming	1	LS	\$ 382,841.02	\$ 382,841.02
8	Site Stabilization and Erosion and Sediment Control	1	LS	\$ 15,537.53	\$ 15,537.53
9	Pump Station Upgrades	4	EA	\$ 132,617.31	\$ 530,469.22
10	Cell 1 Perimeter Road Repairs	1,600	CY	\$ 198.39	\$ 317,428.29
11	Repair of Cell 1 CMU Electrical Handhole w/ new lids.	5	EA	\$ 3,015.35	\$ 15,076.74
12	Patching and Repair of Cell 1 Wet wells	50	SF	\$ 218.88	\$ 10,944.07
	Total Bid				\$ 1,750,585.44

TOTAL BASE BID PRICE IN WORDS:

One million seven hundred fifty thousand five hundred eighty-five and forty-four cents

ONE MILLION SEVEN HUNDRED FIFTY THOUSAND FIVE HUNDRED  
 EIGHTY-FIVE AND FORTY-FOUR CENTS (\$1,750,585.44)

M2

BID FORM  
 WORCESTER COUNTY CENTRAL LANDFILL  
 LEACHATE FORCEMAIN and PUMP STATIONS PROJECT  
 WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Mobilization and Demobilization	1	LS	50,000	60,000
2	Private Utility Locate and Test Pitting	1	LS	9,000	9,000
3	Two-Inch Forcemain Piping	2580	LF	54	139,320
4	Flow Meter, Vault, and Appurtenances	1	EA	75,000	75,000
5	Pump Building Pump, Motor, and Pipeworks	1	EA	40,000	40,000
6	Inline and Terminal Flushing Connection	7	EA	6,000	42,000
7	Leachate Forcemain Electrical and PLC Programming	1	LS	140,000	140,000
8	Site Stabilization and Erosion and Sediment Control	1	LS	11,000	11,000
9	Pump Station Upgrades	4	EA	260,000	1,040,000
10	Cell 1 Perimeter Road Repairs	1,600	CY	130	208,000
11	Repair of Cell 1 CMU Electrical Handhole w/ new lids.	5	EA	13,000	65,000
12	Patching and Repair of Cell 1 Wet wells	50	SF	1,400	70,000
	Total Bid			1,889,320	

TOTAL BASE BID PRICE IN WORDS:

one million eight hundred eighty nine thousand twenty dollars and zero cents

CHESAPEAKE

BID FORM  
 WORCESTER COUNTY CENTRAL LANDFILL  
 LEACHATE FORCEMAIN and PUMP STATIONS PROJECT  
 WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	Mobilization and Demobilization	1	LS	234,100.00	234,100.00
2	Private Utility Locate and Test Pitting	1	LS	17,100.00	17,100.00
3	Two-Inch Forcemain Piping	2580	LF	31.00	79,980.00
4	Flow Meter, Vault, and Appurtenances	1	EA	49,200.00	49,200.00
5	Pump Building Pump, Motor, and Pipeworks	1	EA	66,200.00	66,200.00
6	Inline and Terminal Flushing Connection	7	EA	7,360.00	51,520.00
7	Leachate Forcemain Electrical and PLC Programming	1	LS	121,000.00	121,000.00
8	Site Stabilization and Erosion and Sediment Control	1	LS	78,500.00	78,500.00
9	Pump Station Upgrades	4	EA	257,500.00	1,030,000.00
10	Cell 1 Perimeter Road Repairs	1,600	CY	130.00	208,000.00
11	Repair of Cell 1 CMU Electrical Handhole w/ new lids	5	EA	6,820.00	34,100.00
12	Patching and Repair of Cell 1 Wet wells	50	SF	500.00	25,000.00
	Total Bid				1,994,700.00

TOTAL BASE BID PRICE IN WORDS:

One Million, Nine hundred Ninety four Thousand, Seven Hundred Dollars and NO Cents.





11200 Racetrack Road Unit 101A  
Ocean Pines, MD 21811  
Telephone: 410-641-5341  
Fax: 410-641-5349  
www.eaest.com

August 22, 2024

Mr. Dallas Baker, P.E.  
Director of Public Works  
Worcester County Department of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863

**Subject: Central Landfill Facility Leachate Force Main and Cell 1 Pump Station Upgrades  
Modification Proposal for Construction Administration and Inspection Services  
EA Proposal No. 0791683A**

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter modification proposal to the Worcester County Department of Public Works (County) to provide construction administration and part-time construction inspection services for the construction of the Central Landfill Facility (CLF) Leachate Force Main and Cell 1 Pump Station Upgrades project.

**Scope of Work**—EA will provide the following scope of work for the construction administration and part-time construction inspection services during the construction of the CLF Leachate Force Main and Cell 1 Pump Station Upgrades project. The scope of work is comprised of two tasks, Task 1 – Construction Administration and Task 2 – Part-Time Construction Inspection.

#### **Task 1: Construction Administration**

Construction Management and Administrative services is a critical component during construction to assure construction is progressing according to schedule, proper documentation is maintained for Contractor and County correspondences and the work is performed in accordance with the Contract Documents. For the duration of construction, EA will actively track, process, and manage the flow of the documents from the Contractor and the County including Requests for Information (RFI), Submittals, Correspondences, Meeting Minutes, Change Order (CO) requests, Shop Drawing/Submittals, Material Test Reports, and other project related items. EA will continually track the Contractor's progress through the implementation of monthly construction progress meetings and review of the construction schedule. EA will also support the County in the resolution of field variations, prepare non-compliance reports for unsatisfactory work and track the resolution. The following is a detailed approach for construction administration services.

**Pre-Construction Services** – Following Notice of Award and Notice to Proceed, EA will coordinate pre-construction activities including regulatory agency coordination, review of proposed construction schedule and schedule of values, and coordinate a pre-construction meeting. In accordance with the Contract Documents, the Contractor shall submit an estimated Construction Schedule and proposed Schedule of Values. EA will review each of these for



completeness and provide to the County for review and comment. Further, a pre-construction meeting will be held with the County and the Contractor. The intent of the pre-construction meeting will be to go over the critical components of the Contract Documents, schedule, and general construction communication and progression. The pre-construction meeting will be conducted in accordance with the scope of work detailed under the project meetings item below.

***Project Meetings*** – EA will coordinate and manage a pre-construction meeting and monthly progress meetings. EA will be responsible for preparing the meeting minutes and presiding at these meetings. The progress meetings will include the distribution of minutes to all attendees and appropriate parties. The minutes will track unresolved items and new issues until their final resolution. EA’s Project Manager will chair and distribute meeting minutes from monthly progress meetings. Further, EA will provide updates on project status, foreseeable delays or difficulties, and the anticipated completion date. EA will also attend a pre-final walk through with the County and a representative of the Contractor, upon request for substantial completion of the work, to conduct a pre-final site inspection of the construction. EA will prepare a punch list for remaining items, track and complete a final construction walk-through. EA will then proceed with the project closeout requirements as detailed below under this task.

***Shop Drawing/Submittal Review*** - EA will review critical material submittals, test results, and shop drawings provided by the Contractor. EA will review submittals for conformance to the Contract Documents, maintain a submittal log, and provide an engineering stamp on submittals with status of the review. It is assumed that electronic copies will be provided by the Contractor. EA will copy the County on “approved” or “approved as noted” submittals. EA assumes the Contractor will follow submittal procedures outlined the specifications, not require excessive instructions, and no more than two re-submittals will be required for any of the shop drawings

***Payment Applications*** – EA will review and assist with resolving any discrepancies in the Contractor’s payment requests and submit the partial payment request with recommendations and supporting documentation to the County for processing.

***CO/RFIs*** – EA will assist the County in the negotiation and review of CO requests resulting from variations in the site conditions or discrepancies in the Contract Documents. This will be performed by processing and managing the flow of the distribution of CO requests and RFIs.

***Project Closeout*** – Following the completion of construction, EA will assist the County with the coordination of a walk-through inspection to compile a final “punch list” of items remaining to be completed for the County for review and assist with the preparation of a Certificate of Substantial Completion. EA will track punch list items until completion. Following the concurrence that the punch list items have been completed to the County’s satisfaction, EA will prepare a final acceptance request for the County. EA assumes required affidavits, guarantees, manuals, record drawings, etc. will be collected by the County at the completion of the project.



### Task 1 Assumptions:

- The Project Manager will issue meeting minutes and attend one pre-construction meeting and 9 progress meetings.
- Up to four CO requests and four RFIs will be reviewed by EA and recommendations will be provided to the County.
- The Contractor will prepare and maintain an up- to-date schedule and record drawings.
- EA assumes 30 submittals will require EA's review.
- EA assumes the Contractor will schedule and procure the quality assurance and material testing in accordance with the Contract Documents.
- EA assumes 12 Partial payment applications will be reviewed by EA for quantity accuracy with the Contractor and forwarded to the County for approval and procurement.

### Task 2: Part-Time Construction Inspection

It is important that sufficient and proper oversight and inspection controls are in place during construction activities to monitor Contractor activities. EA will provide a qualified Construction Inspector during construction of the CLF Leachate Forcemain and Cell 1 Pump Station Upgrades project. The contract documents state a construction period of 365 days for final completion. EA proposes to provide part-time construction inspection services during critical points during construction. Due to the anticipated lead time on pumps and control panels, EA assumes that construction will be mainly completed during a 9-month timeframe. If construction activities are minor, weather impacts or other activities do not require inspection staff, EA will consult with the County to determine if on-site time is necessary. The primary goal of the construction inspection task is to monitor Contractor's activities to ensure that the work is being performed in accordance with the Contract Documents.

Proper documentation of construction activities and correspondence provides protection for the County to assure that construction is in conformance with the Contract Documents. EA will assign a Construction Inspector for the duration of construction. The Construction Inspector utilized will be competent and experienced in the area of construction oversight of excavation, demolition, earthwork, concrete, and asphalt paving. The Construction Inspector will serve as the "eyes and ears" for the County while onsite during these activities. Specifically, EA's Construction Inspector will provide the following services:

- Attend pre-construction meeting, progress meetings, pre-final and final walkthroughs.
- Track and review submittals (i.e., surveys, shop drawings, cut sheets, samples, test results, etc.).
- Prepare reports of Contractor activities when on the job site, including weather conditions, data relative to questions of extras or deductions: material and equipment deliveries and subsequent installation, personnel and equipment working at the site, visitors to the site and all testing procedure and results if available.
- Maintain a photographic record.
- Verify QC activities are being carried out per the Contract Documents (materials testing)



Mr. Dallas Baker– Worcester County DPW  
CLF Leachate Forcemain and Cell 1 Pump Station Upgrades Construction Phase Services  
August 22, 2024, EA Proposal No. 0791683A, Page 4 of 4

- Oversee that field conformance tests will be conducted in accordance with the specifications and compared to the required values. Should discrepancies exist, EA will recommend to the County that the Contractor correct these discrepancies.
- EA has assumed 624 hours (average of 16 hours/week for 9 months/39 weeks) for a Construction Inspector to cover periodic inspections.
- EA assumed 24 Hours for site visits for EA's Project Manager

**Fee**—EA proposes to complete the work detailed for Task 1 on a Lump Sum basis and Task 2 on a Time and Materials basis. The cost breakdown per task is presented below.

Task 1 – Construction Administration	\$ 42,625.00
<u>Task 2 – Part-Time Construction Inspection Services</u>	<u>\$ 81,898.00</u>
<b>TOTAL</b>	<b>\$ 124,523.00</b>

EA's rate for the assigned Construction Inspector is \$122.00/hr and mileage reimbursement of \$0.78/mile. The work described under this proposal will be performed in accordance with contracts terms and conditions consisting of Worcester County's Standard Terms and Conditions identified in the County's award letter dated December 9, 2022 and associated with EA's Contract No. 61060951.

We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. Feel free to contact me at (410) 641-5341 with any questions.

Respectfully yours,

Darl Kolar, P.E., BCEE  
Project Manager

cc: Mark Gutberlet, P.E. – EA



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: September 9, 2024  
RE: Comprehensive Plan – Requested Amendment to the Land Use Map

\*\*\*\*\*

On Thursday, September 5, 2024, the Worcester County Planning Commission held a public hearing on a proposed amendment to the Land Use Map associated with the 2006 Comprehensive Plan. Following the hearing, the board provided a favorable recommendation for the adoption of the amended Land Use Map as follows:

Change the Land Use designation from Agriculture to Commercial Center for fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276.

The County Commissioners may choose to adopt, modify, remand or disapprove the draft amendment. In addition, they may hold their own public hearing; however, it is not required. I have taken the liberty of preparing a draft resolution should the County Commissioners wish to adopt the draft map as presented by the Planning Commission.

As always, I will be available to discuss this matter further at your convenience.

**RESOLUTION NO. 24 - \_\_\_\_\_**

**RESOLUTION AMENDING THE WORCESTER COUNTY COMPREHENSIVE PLAN  
LAND USE MAP.**

WHEREAS, the County Commissioners adopted a Comprehensive Plan and associated Land Use Map for the County on March 7, 2006; and

WHEREAS, the County received a request for a change in the land use designation of the Land Use Map for fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276; and

WHEREAS, the Planning Commission, after holding a duly advertised public hearing in accordance with all the requirements of Md. Land Use Code Ann. § 3-203, provided a favorable recommendation for the adoption of the change in land use designation for the specified parcels from Agricultural to Commercial Center; and

WHEREAS, the County Commissioners considered the recommendations of the staff and the Planning Commission and have found that adoption of the amended Land Use Map in the County's Comprehensive Plan is more desirable to provide sufficient area for business, light industry and other compatible uses that will serve the surrounding residential areas.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Land Use Map, Figure 2-3, is hereby adopted as an amendment to the 2006 Worcester County Comprehensive Plan.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.





## LAND USE MAP

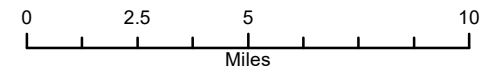
### Worcester County, Maryland

#### LEGEND

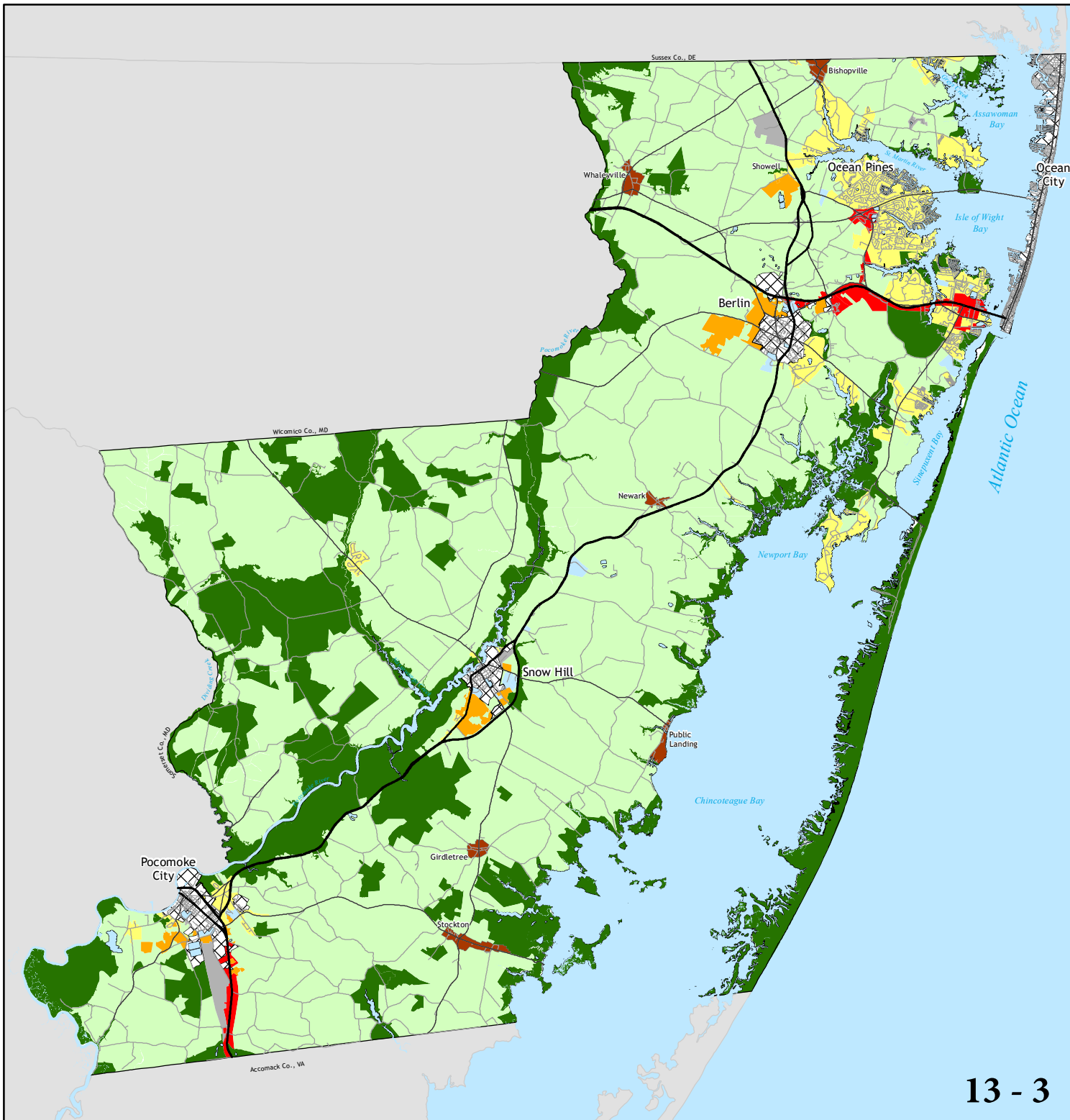
-  Agriculture
-  Green Infrastructure
-  Village
-  Existing Developed Centers
-  Growth Area
-  Institutional
-  Commercial Center
-  Industry
-  Municipality



Department of Development  
Review & Permitting  
Technical Services Division  
2024



Source: 2006 Land Use Map and  
Municipal Annexations



**DRAFT Minutes of the Worcester County Planning Commission  
Public Hearing on the Comprehensive Plan Land Use Map Amendment  
September 5, 2024, at 1:00 pm**

The Planning Commission conducted a public hearing on a proposed amendment to the Land Use Map associated with the 2006 Comprehensive Plan. Mrs. Keener introduced the request, explaining that the amendment had been reviewed by the Planning Commission at their June 2024 meeting. Based on the testimony received at that time, the board provided a favorable recommendation to consider a change in the Land Use designation from Agriculture to Commercial Center for fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276.

Subsequently, staff prepared a report to submit to the state clearinghouse for review. The comments that were received from the state agencies were included in the record. Mrs. Keener noted that Maryland Department of Planning staff suggested that it would be more appropriate to process this request as part of the full comprehensive planning process, which is currently underway. Such findings are further detailed in the letter dated August 7, 2024.

Mr. Barbierri opened the floor to receive public comment. Presenting testimony was Mark Cropper, attorney for Racetrack Plaza, LLC, and Michael Luppachini, member of the LLC. Mr. Cropper noted for the record that the entire process began with his February 14, 2024, a request for a land use amendment for his client's property. The matter went before the Worcester County Commissioners in May 2024, requesting their consideration to make the comprehensive land use designation consistent with the sectional rezoning that was approved in 2019 to C-2 General Commercial District. He outlined the difficulties that his client currently has in applying for water and sewer service, as well as growth allocation due to the underlying land use designation. Mr. Cropper requested to incorporate by reference and adopt the February 2024 letter, the testimony before the County Commissioners in May 2024, and the testimony before the Planning Commission on June 6, 2024.

Upon a request for clarification from the Planning Commission, Mrs. Keener noted that the County Commissioners had reviewed the initial request and directed staff to present the request to the Planning Commission. It was at the June 6, 2024, meeting that the Planning Commission determined that the Commercial Center designation was more appropriate and requested staff to proceed with the proposed amendment to the 2006 Land Use Map.

Mr. Barbierri closed the hearing. Mrs. Keener explained the next steps. The Planning Commission will need to make a formal recommendation on the matter, which will be referred to the County Commissioners, who may choose to adopt, modify, remand or disapprove the draft amendment. In addition, they may hold their own public hearing; however, it is not required.

Mrs. Wimbrow and Ms. Ott stated that they did not vote in favor of the amendment in June, finding that this change should be considered in conjunction with the comprehensive planning process. Mr. Church stated that it would take too long for adoption of the new plan. Mrs. Drew agreed with the timing, stating that the County Commissioners already determined what was

appropriate for the area when they approved the sectional rezoning, therefore it was not necessary to postpone the request.

Following the discussion, a motion was made by Mrs. Drew, seconded by Mrs. Knight, to provide a favorable recommendation for the land use map amendment from Agriculture to Commercial Center for the fifteen affected properties. The motion carried 4 to 3 with Mr. Barbierri, Mrs. Wimbrow, and Ms. Ott opposed.



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: Worcester County Planning Commission  
FROM: Jennifer K. Keener, AICP, Director  
DATE: August 21, 2024  
RE: 2006 Comprehensive Plan –Amendment to the Land Use Map

\*\*\*\*\*

The Planning Commission will be holding a public hearing on Thursday, September 5, 2024, to receive comments on the proposed Land Use Map amendment to the 2006 Comprehensive Plan for the fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276.

Following the public hearing, the Planning Commission shall make a recommendation relative to the requested change from Agriculture to Commercial Center on the Land Use Map.

Attached please find the following documents:

- Public Hearing Notice
- Clearinghouse Review Comments
- Planning Commission recommendation with staff cover letter

As always, I will be available at your hearing for any questions you may have regarding this process.

**NOTICE OF PUBLIC HEARING  
AMENDMENT TO THE WORCESTER COUNTY  
2006 COMPREHENSIVE PLAN  
LAND USE MAP**

The Worcester County Planning Commission will hold a public hearing on

Thursday, September 5, 2024

At 1:00 P.M.

In

ROOM 1102 - GOVERNMENT CENTER

ONE WEST MARKET STREET

SNOW HILL, MARYLAND 21863

At said public hearing, the Planning Commission will consider a sectional amendment to the 2006 Land Use Map affecting the designation of fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276.

A map of the proposed area and the Planning Commission's file, which will be entered into record at the public hearing, are available for inspection at the Department of Development, Review and Permitting, Government Center Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Worcester County Planning Commission

Wes Moore, Governor  
Aruna Miller, Lt. Governor



Rebecca L. Flora, AICP, Secretary  
Kristin R. Fleckenstein, Deputy Secretary

## Maryland DEPARTMENT OF PLANNING

August 7, 2024

Jerry Barbierry, Chair  
Worcester County Planning Commission  
Government Center  
One West Market Street, Room 1201  
Snow Hill, Maryland 21863

Dear Mr. Barbierry,

Thank you for the opportunity to comment on the Worcester County 2006 Comprehensive Plan land use map amendment (Plan Amendment). The Maryland Department of Planning (MDP) believes good planning is important for efficient and responsible development that addresses resource protection, adequate public facilities, housing, community character, and economic development. Please keep in mind that MDP's comments reflect the department's thoughts on ways to strengthen the county's draft Plan Amendment.

MDP forwarded a copy of the draft Plan Amendment to several state agencies for review, including: the Maryland Historical Trust and the Departments of Transportation, Environment, Natural Resources, Commerce, Disabilities, and Housing and Community Development. To date, we have received comments from Transportation and the DNR Critical Area Commission. These comments are included with this letter and any plan review comments received after the date of this letter will be forwarded to you upon receipt.

This Plan Amendment appears to be a "curative" amendment to consistently align the land use designations and zoning classifications of the fifteen parcels which were the subject of the county's 2018 sectional rezoning. This Plan Amendment is further intended to designate land uses that will support the extension of public water and/or sewer to the subject properties for proposed commercial development. Although MDP acknowledges it is within the county's purview to process this Plan Amendment while currently engaged in a full comprehensive plan update, MDP suggests it more appropriate to pause this Plan Amendment and collectively address all anticipated land use revisions as part of the full plan update process in lieu of this interim approach.

Additionally, the Maryland Route 589 corridor has historically been identified as an area with an "unsatisfactory level of service". This is due not only to "summer resort traffic", but also to the Ocean Downs Casino, the Ocean Pines Planned Community, and the continued development and intensification of a variety of uses along Route 589. This Plan Amendment will allow the fifteen subject parcels to immediately apply for



public water and/or sewer and proceed with commercial development projects prior to the county's full plan update, which would provide a forum to holistically approach traffic volumes and safety measures for vehicles, bicyclists and pedestrians traveling this corridor. MDP acknowledges the county's contention that some traffic improvements have been implemented since adoption of the 2006 Plan, however it still seems prudent to pause this Plan Amendment and address the specific needs of this corridor in the Transportation Element during the full plan update, including the importance and need for corridor access management along Route 589.

MDP staff are available if Worcester County staff would like to meet with us to discuss our comments. The department respectfully requests that this letter and accompanying review comments be made part of the county's public hearing record. Should the Plan Amendment be adopted, please send Tracey Taylor a final version of the amendment in PDF format.

If you have any questions or concerns regarding these comments, please email Tracey Taylor, Director of the MDP Lower Eastern Shore Regional Office at [tracey.taylor1@maryland.gov](mailto:tracey.taylor1@maryland.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Griffiths".

Joseph Griffiths, AICP  
Director, Planning Best Practices

Enclosures: Review Comments, Maryland Department of Transportation and  
Department of Natural Resources Critical Area Commission

cc: Jennifer K. Keener, AICP, Director, Worcester County Development Review and Permitting  
Tracey Taylor, MDP



Tracey Taylor -MDP- &lt;tracey.taylor1@maryland.gov&gt;

**RE: Worcester County Comprehensive Plan – Land Use Map Amendment**

1 message

**Dan Janousek** <djanousek@mdot.state.md.us>

Fri, Jul 5, 2024 at 12:44 PM

To: "tracey.taylor1@maryland.gov" &lt;tracey.taylor1@maryland.gov&gt;, "rita.pritchett@maryland.gov"

&lt;rita.pritchett@maryland.gov&gt;

Cc: Michelle Martin &lt;mmartin@mdot.maryland.gov&gt;, Kari Snyder &lt;ksnyder3@mdot.maryland.gov&gt;, Aviva Klugh &lt;aklugh@mdot.maryland.gov&gt;, Stacey King &lt;sking8@mdot.maryland.gov&gt;

Tracey &amp; Rita

After reviewing the draft Worcester County Comprehensive Plan – Land Use Map Amendment, the MDOT offers no comments on this plan and the land use changes that are recommended.

The MDOT will continue to coordinate transportation access to any new developments, via the District 1 (D1) Office and the normal coordination with the County staff.

(D1) DISTRICT 1 OFFICE

660 West Road

Salisbury, MD 21801

Wicomico County

Phone: 410-677-4000 or 800-825-4742

Fax: 410-543-6598

If any specific road, transit, or other transportation recommendations are made after this draft, our office would like the chance to follow up.

Thanks,

Dan



Dan Janousek  
Regional Planner  
Planning and Capital Programming

410.865.1098 office 301.717.3968 mobile  
djanousek@mdot.maryland.gov

Maryland Department of Transportation  
7201 Corporate Center Drive, Hanover, MD 21076

Wes Moore  
Governor

Aruna Miller  
Lt. Governor



Erik Fisher  
Chair

Katherine Charbonneau  
Executive Director

**STATE OF MARYLAND  
CRITICAL AREA COMMISSION  
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

July 12, 2024

Ms. Tracey Taylor  
Lower Eastern Shore Regional Office  
Maryland Department of Planning  
201 Baptist Street, Suite 24  
Salisbury, Maryland 21801

Re: Proposed Worcester County 2006 Comprehensive Plan – Land Use Map Amendment

Dear Ms. Taylor:

Thank you for providing us with information regarding the above-referenced land use amendment. Worcester County Planning Commission proposes to change the land use designation for fifteen parcels, of which three are wholly or partially located in the Critical Area, from Agriculture to Commercial Center. The parcels located in the Critical are identified on Tax Map 21 as Parcels 79, 110, 111, and 219. Parcel 79 is entirely located within the Critical Area and is partially designated as Limited Development Area (LDA) and partially designated as Resource Conservation Area (RCA). Parcel 110 is entirely located within the Critical Area and is designated as LDA. Parcels 111 and 219 are partially located within the Critical Area and those portions are designated as RCA. The parcels were part of a sectional rezoning in 2018, where they were rezoned from A-1 Agricultural District and E-1 Estate District to C-2 General Commercial District.

Our office has reviewed the land use map amendment and we believe it is not consistent with the current Critical Area designations for Parcels 79, 110, 111, and 219. Natural Resources Article 8-1809(h) requires that zoning map amendments must be wholly consistent with the land classifications in the adopted program, or require the use of growth allocation. Development on Critical Area lands designated as LDA and RCA must meet the requirements of Worcester County Code §§ NR 3-107 – NR 3-108. These requirements include, but are not limited to, restricting the allowable lot coverage on each parcel to 15%, and for areas that are designated as RCA, restricting the allowable types of new development. The proposed Commercial Center land use designation would allow for more types of development than are currently allowed under Critical Area rules.

It is our understanding that the County is not proposing the use of growth allocation at this time; therefore, we recommend against a zoning map amendment for those parcels located in the Critical Area.

Ms. Tracey Taylor

July 12, 2024

Page 2 of 2

Thank you for the opportunity to provide comments on this project. If you have any questions, please call me at (410) 260-3477 or email me at [kathryn.durant@maryland.gov](mailto:kathryn.durant@maryland.gov).

Sincerely,

A handwritten signature in blue ink that reads "Kathryn Durant". The signature is written in a cursive, flowing style.

Kathryn Durant

Natural Resources Planner



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>

June 11, 2024

Maryland Department of Planning  
301 W. Preston Street, Suite 1101  
Baltimore, MD 21201

Submitted via email: [mdp.planreview@maryland.gov](mailto:mdp.planreview@maryland.gov)

Re: Proposed Worcester County 2006 Comprehensive Plan – Land Use Map Amendment

To Whom It May Concern:

On behalf of the Worcester County Planning Commission, enclosed please find a request for a proposed amendment to the Worcester County 2006 Comprehensive Plan's Land Use Map. The amendment consists of a change in the land use designation of fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276, and illustrated on the enclosed exhibits. Once adopted, the official Land Use Map (Figure 2-3) will be updated accordingly. The Worcester County Planning Commission will hold their required public hearing on the proposed amendment no sooner than Thursday, September 5, 2024.

Due to the inconsistency of the existing zoning (C-2 General Commercial District) with the existing Land Use Map designation (Agriculture), the Planning Commission has voted to amend the map and designate those parcels as Commercial Center. This will allow the property owners to seek approval for elements such as public water and sewer service or Critical Area growth allocation where appropriate. This request does not include any proposed changes to the goals, policies, or objectives in the Plan.

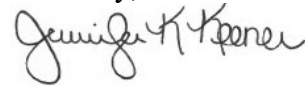
The stated goal of the Land Use Element of the Plan is to "maintain [Worcester County's] rural and coastal character, protect its environment and natural resources, and locate planned development for approximately 18,000 new residents in designated growth areas at appropriate intensities and by infilling existing communities." The attached documents will provide confirmation that the proposed change in the land use designation will be consistent with the goals, policies, and objectives of the Comprehensive Plan.

I acknowledge that under state law, Worcester County is required to consider an update to the plan in its entirety in 2024. We have hired a consultant and begun this endeavor in earnest; currently we are in the process of reviewing the first few chapters of the new draft plan.

However, it was determined by the Worcester County Commissioners that the sectional amendment should not wait for the full plan to be updated, and therefore we are requesting that Maryland Department of Planning and other state agencies narrowly consider the specific amendment as it relates to the existing 2006 plan in their review.

If you have any questions or need any further information, please do not hesitate to contact me at (410) 632-1200, ext. 1123 or via email at [jkkeener@co.worcester.md.us](mailto:jkkeener@co.worcester.md.us).

Sincerely,

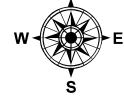
A handwritten signature in dark ink, appearing to read "Jennifer K. Keener". The signature is fluid and cursive, with the first name "Jennifer" and last name "Keener" clearly distinguishable.

Jennifer K. Keener, AICP  
Director

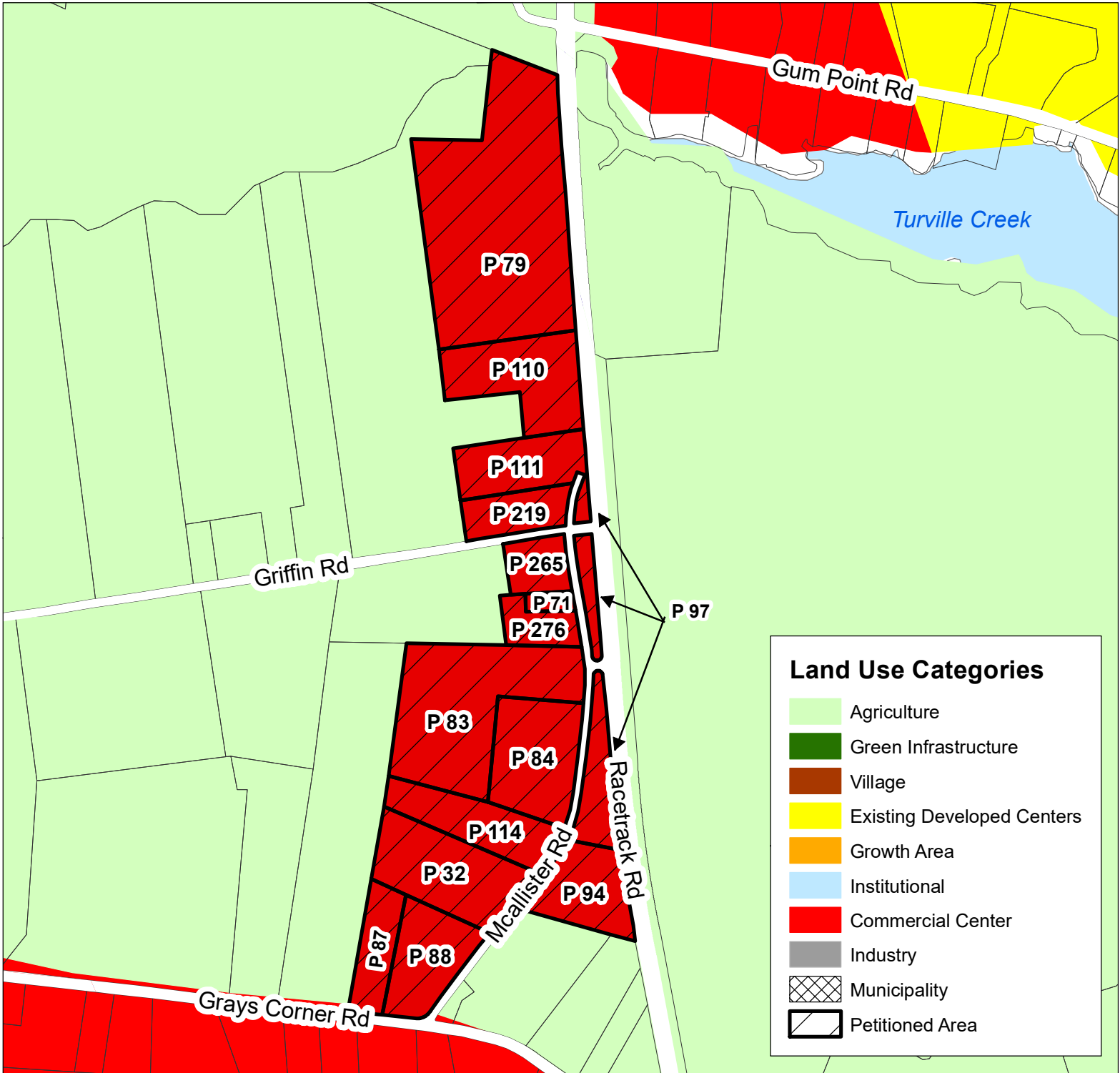
Enclosures

cc: file





Proposed 2006 Land Use Map Amendment  
LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: May 2024  
Source: 2006 Official Land Use Map  
0 500 1,000  
Feet  
Drawn By: KLH Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

## **Worcester County 2006 Comprehensive Plan Land Use Map Amendment**

### **Background:**

The amendment consists of a change in the land use designation of fifteen parcels identified on Tax Map 21 as Parcels 32, 71, 79, 83, 84, 87, 88, 94, 97, 110, 111, 114, 219, 265 and 276, and illustrated on the enclosed exhibits. The subject parcels are located on MD Route 589 (Racetrack Road) across from Ocean Downs, a racetrack and fairground with a casino. The properties contain a mix of residential and commercial uses. The parcels were part of a sectional rezoning in 2018, wherein they were rezoned from A-1 Agricultural District and E-1 Estate District to C-2 General Commercial District.

Upon a request from one of the property owners, the Worcester County Commissioners directed the Planning Commission to evaluate the existing land use designation and determine whether another designation would be more appropriate based on the changes that have occurred since the last Comprehensive Plan and Map was adopted in 2006. Notice was sent to all affected property owners advising them of the date and time of the Planning Commission meeting.

### **Findings Relative to the Comprehensive Plan Elements:**

#### **Goals and Objectives of the Plan:**

The stated goal of the 2006 Land Use Element is as follows:

“Worcester County will maintain its rural and coastal character, protect its environment and natural resources, and locate planned development for approximately 18,000 new residents in designated growth areas at appropriate intensities and by infilling existing communities” (Page 10).

To meet this goal, various objectives were set forth relating to commercial development (Page 12):

- 4. Provide for appropriate residential, commercial, institutional, and industrial uses.
- 5. Locate new development in or near existing population centers and within planned growth centers.
- 9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
- 10. Locate employment centers close to the potential labor force.
- 16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.

#### **Land Use Designations:**

The existing land use designation for the subject parcels is Agriculture. This land use category focuses primarily on the preservation and protection of farming, forestry and related industries with minimal residential and other incompatible land uses permitted. Specifically, the Plan states

that “[r]esidential and other conflicting land uses although permitted are discouraged” (Page 18). While agriculture is an extremely important part of Worcester County’s heritage, the Planning Commission has determined that this designation is not appropriate for the subject parcels.

The Commercial Center land use category “designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses” (Page 16). Such centers can be developed at the neighborhood level, community level, or regional/highway level. The subject parcels are within a five-mile proximity of existing developments such as Ocean Pines, Pennington Estates, River Run, White Horse Park campground, Lake Haven mobile home park, as well as the newly approved residential subdivisions of Triple Crown Estates and the Estates at Windmill Creek. Further residential uses are located along Gum Point Road and in the immediate vicinity of the subject parcels along McAllister, Griffin, and Grays Corner Roads. These residential areas will be served by the commercial uses to be located on the subject parcels. Therefore, the Planning Commission has determined that the Commercial Center land use designation is the most appropriate category.

### **Transportation Element:**

The Comprehensive Plan identifies the MD Route 589 corridor as reaching “an unsatisfactory level-of-service” (Page 80) which is predominantly a result of summer resort traffic impacts. Therefore, the plan implies that land use should not be intensified in the area, and that the policy shall remain until road capacity is suitably improved. As further explained below, while traffic impacts remain a concern for Worcester County, especially on the northern end of the highway, capacity has been slowly improving within the immediate vicinity of the subject parcels, therefore supporting the limited intensification of the proposed land use designation from Agricultural to Commercial Center.

The subject parcels are in the “quadrangle” as described on Page 27 of the Comprehensive Plan. This area has been identified as one that may be appropriate for development in a future planning period, specifically the core of a growth area, once MD Route 589’s traffic capacity has been improved to handle the traffic volume that it experiences. Therefore, the area was identified for “infill development until conditions change”. Based upon the transportation findings outlined herein, the Worcester County Commissioners approved the rezoning for infill development on the subject parcels.

During the sectional rezoning in 2018, the Worcester County Commissioners found that since the 2006 Comprehensive Plan, a signalized intersection at MD Route 589 and McAllister Road with road lane upgrades was added in approximately 2011 with the development of the casino at the Ocean Downs racetrack. This has improved traffic circulation in the immediate vicinity of the subject parcels and MD Route 589 could therefore handle any additional vehicular traffic that would be generated from the establishment of commercial uses in the petitioned area. The Worcester County Commissioners acknowledged that McAllister Road, a county-owned and -maintained roadway, would possibly require road improvements when the parcels were redeveloped with commercial uses, as noted on Page 82 of the Plan.

Additional corridor improvements have been constructed since the rezoning and the statements made in the 2006 Comprehensive Plan. An additional left turn lane was constructed from US Route 50 onto MD Route 589 in 2020 that also included an additional travel lane extending from US Route 50 to the McAllister Road intersection. Another signalized intersection with lane upgrades was installed in 2023 less than half a mile north of the petitioned area in front of the new Atlantic General Hospital outpatient facility.

The Planning Commission finds that in the very limited scope of the subject parcels, sufficient road improvements have been made to support the proposed land use designation change. However, any further land use changes along this corridor should be postponed until further analysis can be conducted during the current comprehensive planning process.

#### **Public Infrastructure Element:**

The intent of the amendment is to allow the property owners of the subject parcels the ability to seek public water and sewer from the Ocean Pines Sanitary Service Area, by way of an amendment to the Master Water and Sewerage Plan. To do so, the underlying land use designation must be consistent, and the existing Agriculture designation is incompatible.

General infrastructure objectives in the Comprehensive Plan include (Page 70):

2. Permit development to occur only as rapidly as services can be provided.
3. Ensure adequate public facilities are available to new development.
4. Require new development to “pay its way” by providing adequate public facilities to meet the infrastructure demand it creates.

Specific Water and Sewer infrastructure recommendations include (Page 74):

2. Public water and sewer service should be planned for proposed growth areas.
3. New sewer service should not be extended to areas where high density growth is not desired.
7. Proposals for new development will be reviewed for the adequacy of sewer, water, and other infrastructure.
8. Approvals for new development may be deferred, phased in, or conditioned upon the availability of adequate public facilities.
9. Land use controls should be used to limit development in non-sewered areas and provide for planned uses in designated growth areas.

The Plan states that “[l]and use controls should focus most development in easily serviceable communities and prevent the dispersal of low-density development into rural areas” (Page 75). As already identified, the subject parcels were targeted for infill commercial development within the “quadrangle”, which may become a core growth area in the future. In addition, the proximity of the parcels to existing infrastructure that is located on MD Route 589 will be easily serviceable and will not lead to an expansion of services to rural areas unplanned for public water and sewer.

**Sensitive Areas Element:**

The Sensitive Areas Element requirements can primarily be found in the Natural Resources chapter of the Plan. The Plan acknowledges the importance that such resources can provide for “flood protection, pollution assimilation, water quality, and clean air that benefit public health and safety as well as the Coastal and Chesapeake Bays’ productivity” (Page 31).

Within the subject area, Taylorville Creek can be found at the northerly perimeter of Parcel 79. This parcel is also impacted with non-tidal wetlands based upon the guidance maps and is partially located in the AE flood zone. To protect these sensitive areas, the northerly portion of Parcel 79 was zoned RP Resource Protection District during the 2009 comprehensive rezoning and retained this designation during the 2018 sectional rezoning.

Worcester County is the only jurisdiction in Maryland with an Atlantic Coastal Bays Critical Area program. As explained on Page 34 of the Plan, the program has three land use categories: Intensely Developed Area (IDA), Limited Development Area (LDA) and Resource Conservation Area (RCA). Turville Creek can be found to the northeast of the subject area, and several affected parcels are therefore designated as LDA or RCA. The proposed Land Use Map amendment would allow the property owners to seek a potential Critical Area Growth Allocation.

Overall, the regulatory impacts of the sensitive areas on the affected parcels, combined with the existing RP Resource Protection District zoning category will limit the intensity of development that may occur even with the change in the Land Use designation.

**Summary:**

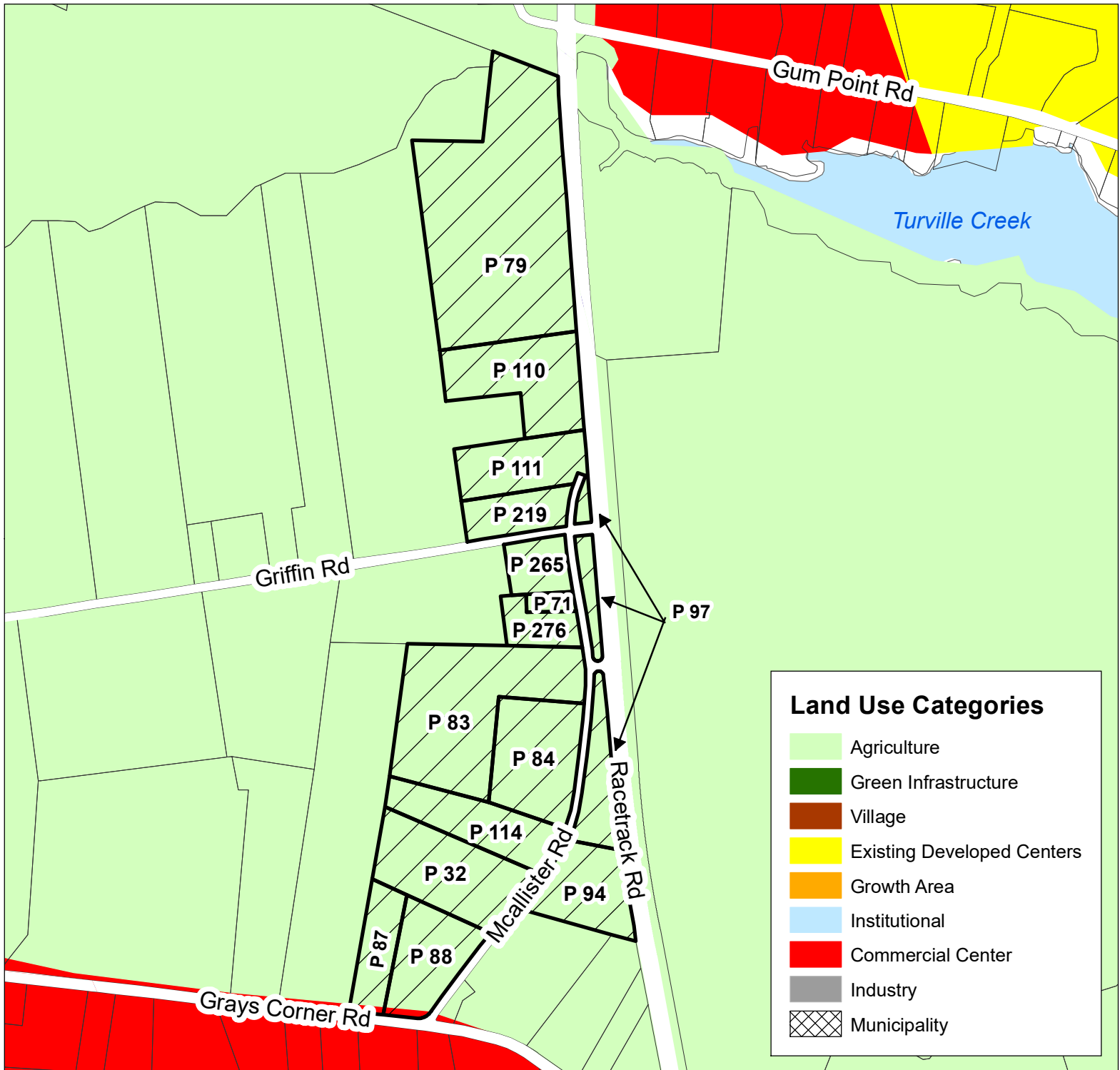
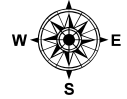
At their meeting of June 6, 2024, the Planning Commission recommended that the land use designation for the fifteen parcels be amended from Agriculture to Commercial Center. A public hearing will be held with the Planning Commission no sooner than Thursday, September 5, 2024, on the proposed amendment.



# WORCESTER COUNTY, MARYLAND

## EXISTING LAND USE MAP

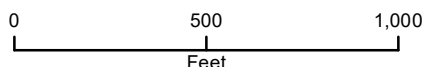
ITEM 13



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: May 2024

Source: 2006 Official Land Use Map



Drawn By: KLH

Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.



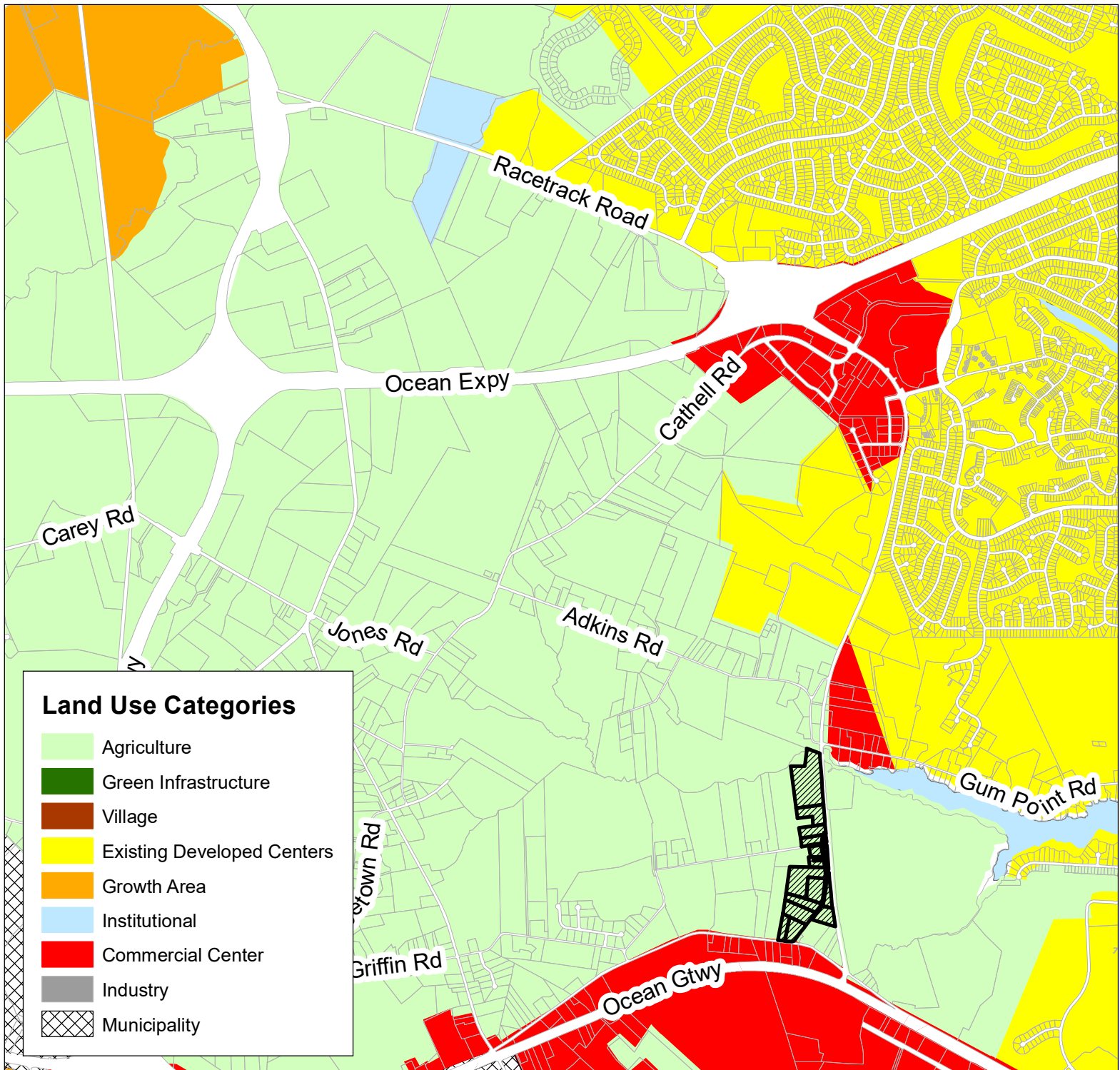
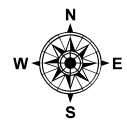


# WORCESTER COUNTY, MARYLAND

## MD Route 589 - Racetrack Road Corridor

### LAND USE MAP

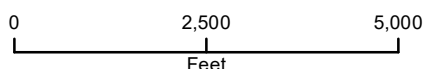
ITEM 13



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: May 2024

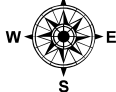
Source: 2006 Official Land Use Map



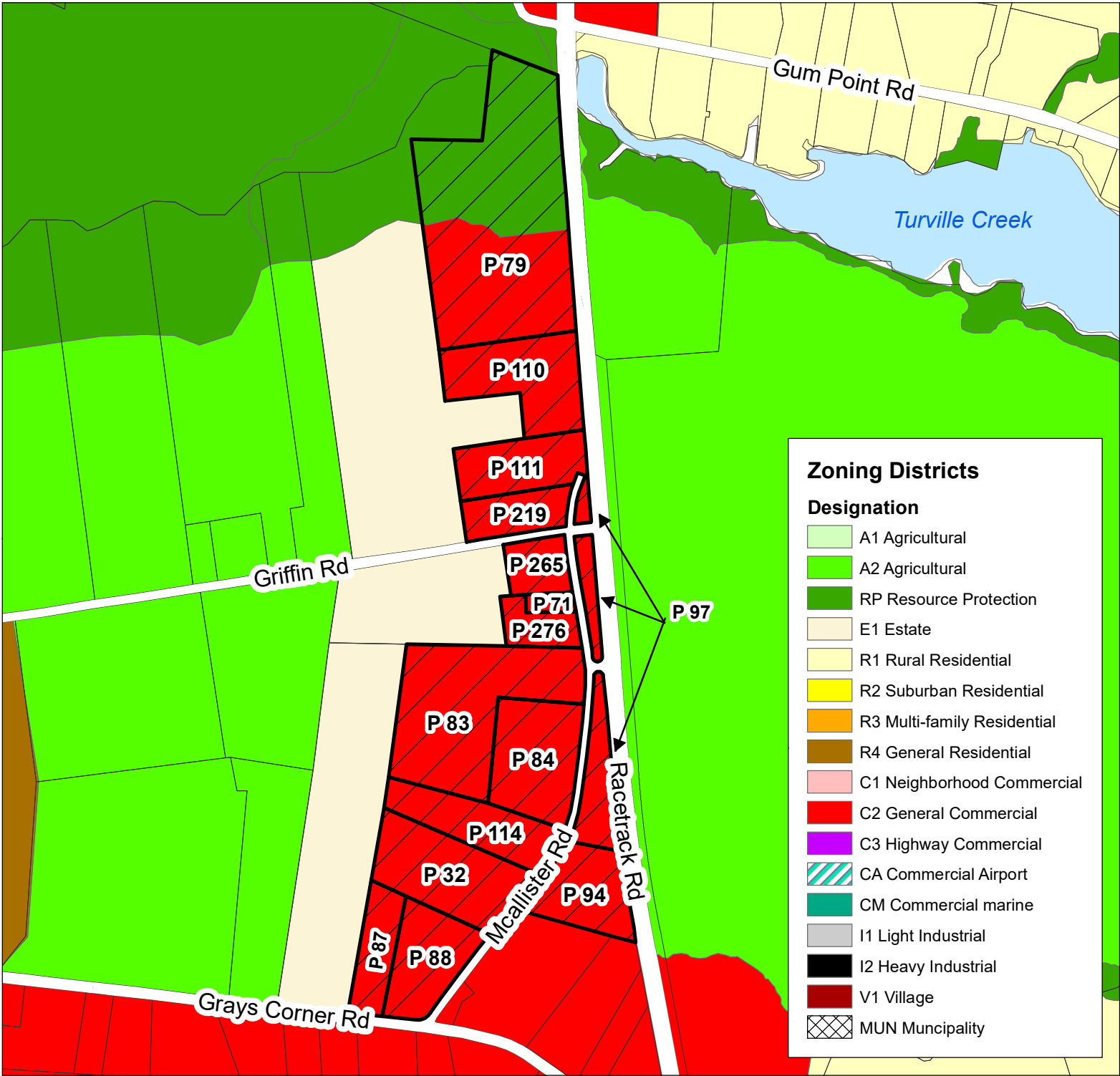
Drawn By: KLH

Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

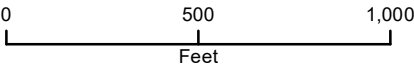


Proposed 2006 Land Use Map Amendment  
ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: May 2024  
Source: 2009 Official Zoning Map



Drawn By: KLH Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

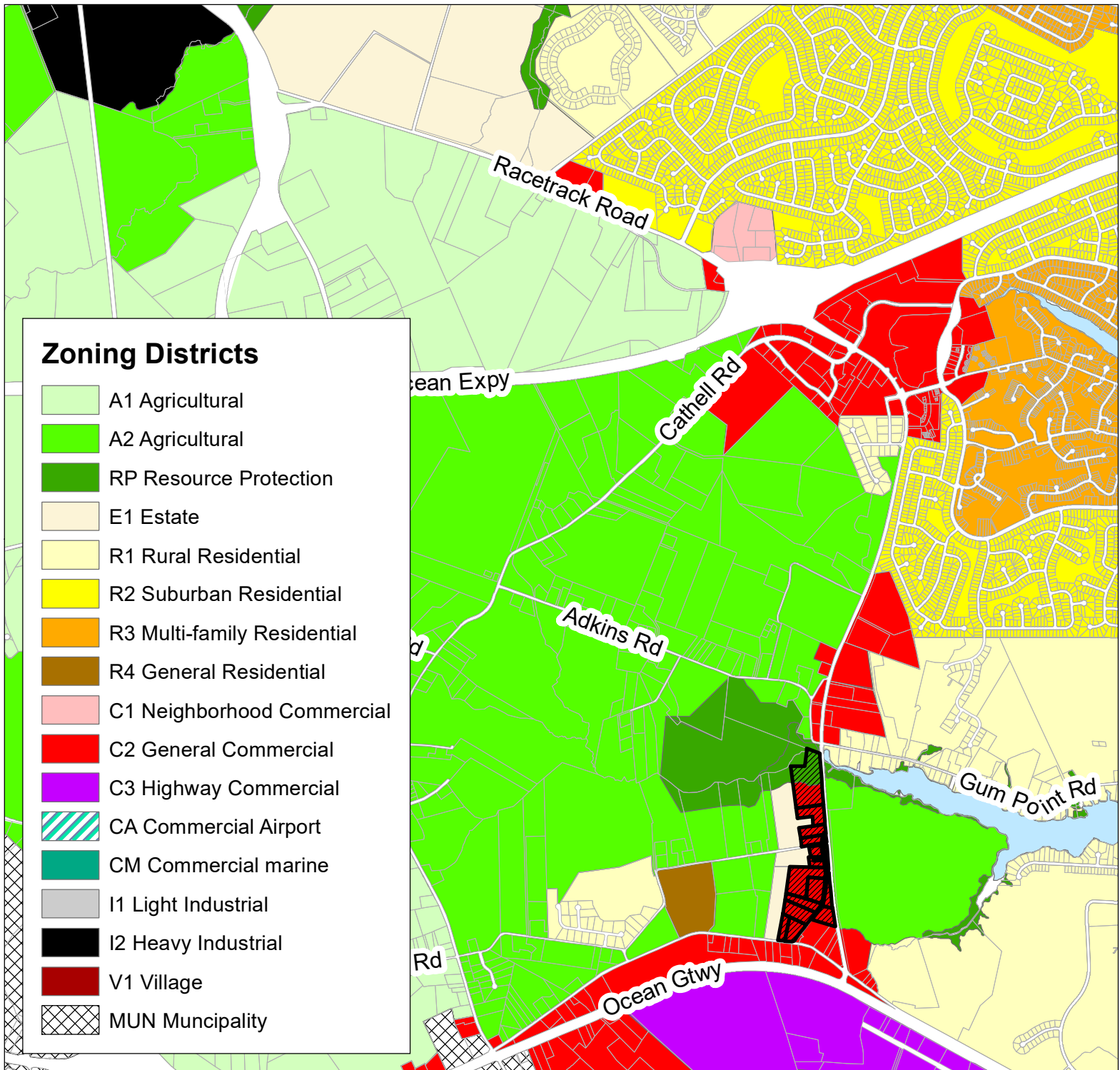
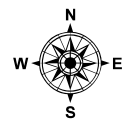


# WORCESTER COUNTY, MARYLAND

## MD Route 589 - Racetrack Road Corridor

### ZONING MAP

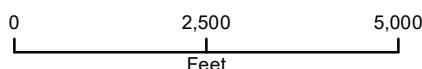
ITEM 13



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division

Prepared: May 2024

Source: 2006 Official Land Use Map



Drawn By: KLH

Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.






## Worcester County

Department of Environmental Programs

### Memorandum

---

**To:** Jennifer Keener, AICP  
Director, DDRP

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

**Subject:** **Comprehensive Plan – Requested Amendment to Land Use Map**  
Department of Environmental Programs Comments

**Date:** 5/23/24

---

This response to your request for comments is prepared for the land use map amendment referenced above. Since amendments of this sort can only be approved by the legislative body, you brought forth this request to the County Commissioners at their meeting on May 7, 2024. At that meeting, the Commissioners approved the processing of an amendment and extended the request to all of the properties associated with the sectional rezoning approved in 2018. The request forwards the argument that the underlying agricultural land use designation is inconsistent with the C-2 zoning classification as the property cannot be developed to its true potential without connection to public utilities. Any amendment to add sewer planning designations to the *Master Water and Sewerage Plan* for public service to properties in this area needs to consider their land use designation in the *Comprehensive Plan*. The agricultural land use designation is incompatible with the extension of public services. An “Agriculture” land use is not a designated growth area, and the *Comprehensive Plan* states that “public water and sewer service should be planned for proposed growth areas”, and that “land use controls should be used to limit development in non-sewered areas and provide for planned uses in designated growth areas” (Page 74). This is affirmed with ample references in both the Land Use and Public Infrastructure chapters in the *Comprehensive Plan*.

Regarding the properties in question, it might help to look at land use designations in law and in practice for this particular area of Worcester County. The land use element, as defined in statute under Md. Code, Land Use § 3-111, specifies that “On a schedule that extends as far into the future as is reasonable, the land use element shall propose the most appropriate and desirable patterns for the general location, character, extent, and interrelationship of the uses of public and

private land.” That is precisely what was done during the last comprehensive update of the county’s master development plan and the subsequent land use designations applied and mapped within that plan. Land use designations contain the real power to limit growth, as zoning follows land use designation and the defined land use is our locally approved base plan of how we want development to occur. While other areas within the county are often referenced as inconsistent with respect to their commercial zoning designation and underlying agricultural land use, I would point out recommendations in the Public Infrastructure chapter of the *Comprehensive Plan*:

- New sewer is not to be extended to areas where high density growth is not desired
- Land use controls should be used to limit development in non-sewered areas and provide for planned uses in designated growth area
- Land use controls should focus most development in easily serviceable communities and prevent the dispersal of low-density development into rural areas

The particular area involved in this request is one where the land use designations were made in the 2006 *Plan* to protect the creep of the sewer service areas onto Rt 589 to keep traffic and development to a minimum on 589 and its intersection with Rt 50. It was done to surround Riddle Farm so that development occurring there could not “break out” so to speak on the impacted and under-designed county roadway. This was even referenced in the *Comprehensive Plan* in the discussions on the Isle of Wight subwatershed within the Land Use Chapter: “The subwatershed’s previously planned growth areas approach build-out; this growth is having severe transportation impacts. For this planning period, the location of growth has been shifted away from the MD 589 corridor to avoid more transportation problems” (Page 27). With the *Water and Sewer Plan* amendment for Ocean Downs and the sewer service to Gum Point Road residents and properties on the east side of Rt 589 north of Gum Point, we have a “hole” in the sewer service area. This area was intended to be served in time once the infrastructure was developed to support this service. Property owners within this area were fully appraised by staff at the time of the previous sectional rezoning that any uses would be limited by the septic capacities of the properties until the inconsistency was changed in a future *Plan* amendment or comprehensive update. To be fully consistent with the County’s *Comprehensive Plan*, the land use map would need to be changed to a land use category that supports the level of development potential sewer service would bring. We would add that the only sanitary planning area that could be considered for service to these properties should a land use amendment and a subsequent *Master Water and Sewer Plan* amendment be approved, is the Ocean Pines Sanitary Service Area.

With respect to the subject properties covered under this amendment request, even with a land use change, we do have regulatory programs that will limit how intensively some of these properties can be developed. Notably, the most prominent of these will be the critical area requirements. Reviewing critical area maps, we have portions of some of the properties on the northern side of the sectional rezoning area designated as a Resource Conservation Area (RCA). These would include parcels 79, 11, 110, and 148. Within this designation, new commercial activities cannot be established. Any proposed development of the parcel(s) will need to be located outside of the RCA portion. It was argued that under the prior sectional rezoning, the included properties were to have any commercial zoning reclassification boundaries approved outside the RCA. That was only accomplished for parcel 79, and partially for parcel 148, where

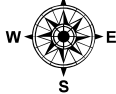
the RCA designated portions of the properties still carry RP (Resource Protection) zoning classifications. New commercial uses are prohibited in the RCA, unless the use is explicitly authorized under a local critical areas program amendment. We have had no such amendments approved for any of the subject properties that could be a part of this discussion.

Accordingly, we would request that any considered land use changes contemplated for the subject properties take into consideration the underlying critical area and zoning designations. Even under growth area designations in the *Comprehensive Plan*, we have growth nodes identified as land without development constraints and land with serious development constraints. Wetlands, large continuous forests, sensitive species habitat, and the resource conservation areas within the state critical areas are considered serious development constraints. Locating intensive development updates outside these features limits water quality and wildlife impacts. As noted with the zoning reclassifications done in 2018, the underlying critical area designations for these properties will come into play with future development plan reviews whether the underlying land use designations change. A final point would be that we again state that this area was intended to be served in time once the infrastructure was developed to support this service. That statement is applicable for infrastructure for both utilities and transportation. The applicant should be prepared to address questions regarding both in relation to his land use amendment request.

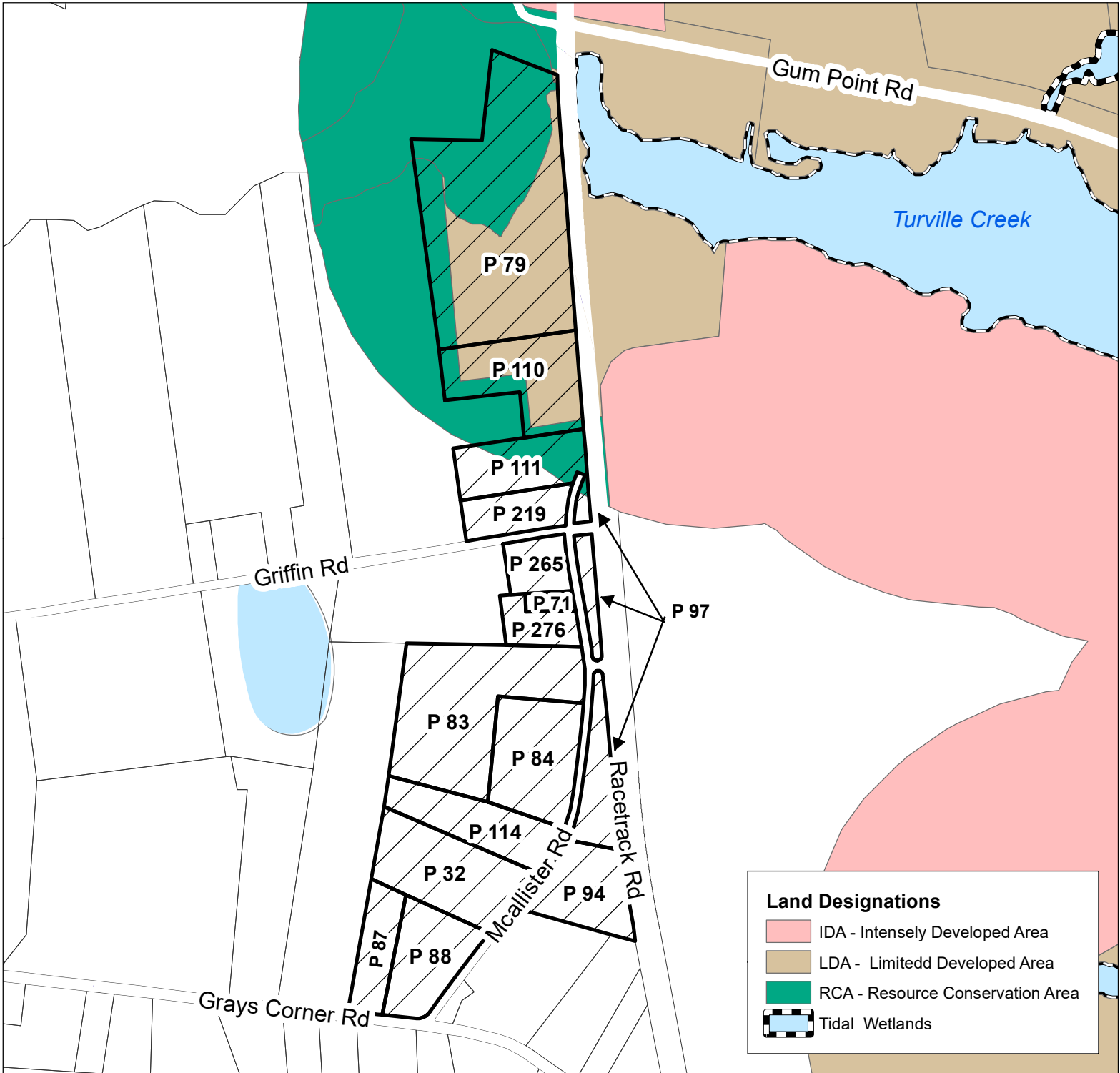
If you have any questions regarding these comments, please do not hesitate to contact me.

cc: David Bradford  
Brian Soper  
Katherine Munson  
Dallas Baker  
Chris Clasing

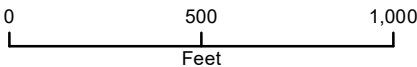




Proposed 2006 Land Use Map Amendment  
ATLANTIC COASTAL BAY CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
Technical Services Division



Prepared: June 2024  
Source: Atlantic Coastal Bay Critical Area Map

Drawn By: KLH    Reviewed By: JKK



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: April 30, 2024  
RE: Comprehensive Plan – Requested Amendment to the Land Use Map

\*\*\*\*\*

I have received the attached request from Mark Cropper, on behalf of his client, for consideration of an amendment to the 2006 Comprehensive Plan's Land Use Map. Comprehensive Plan amendments can only be initiated by the legislative body. Since the impact of this request will affect much more than one individual parcel as described below, it is my recommendation that this request be considered during the planning process already underway. The initial draft of the updated Land Use Map is scheduled for release this summer to allow public comment. If the County Commissioners wish to proceed with a separate amendment, I would recommend that we obtain a quote for this work scope from the consultant to assist us in processing this request to prevent overlapping initiatives.

#### Background:

The subject property is on MD Route 589 across from the racetrack/ casino. During the 2018 sectional rezoning under which the parcel and 15 others were rezoned from E-1 Estate District to C-2 General Commercial District, the inconsistency of the proposed zoning (commercial) with the existing Land Use Map designation (agricultural) was fully acknowledged. Members of both the Planning Commission and County Commissioners expressed concerns about the capacity for growth along MD Route 589, including transportation demands and the availability of public utilities, all of which are examined during the comprehensive plan update process. At the time, the Planning Commission and the applicants understood that if the amendment were approved, any uses would be limited by the septic capacity of the properties until such time as the inconsistency was addressed in a future Comprehensive Plan. Map amendments, water and sewer amendments, and other regulatory changes must consider the consistency of the proposed change with the planned land use. This information was relayed to the new property owner last summer prior to their recent purchase after a lengthy due diligence period.

Law Offices  
**AYRES, JENKINS, GORDY & ALMAND, P.A.**  
 6200 COASTAL HIGHWAY, SUITE 200  
 OCEAN CITY, MARYLAND 21842  
 www.ajgalaw.com

GUY R. AYRES, III (1973-2019)  
 M. DEAN JENKINS  
 JAMES W. ALMAND  
 WILLIAM E. ESHAM, III  
 MARK SPENCER CROPPER  
 BRUCE F. BRIGHT  
 HEATHER E. STANSBURY  
 MAUREEN F. L. HOWARTH  
 RYAN D. BODLEY  
 BRADFORD F. KIRBY  
 VICTORIA O'NEILL  
 SPENCER AYRES CROPPER

EMAIL ADDRESS:  
 mcropper@ajgalaw.com

(410) 723-1400  
 FAX (410) 723-1861

February 14, 2024

OF COUNSEL

HAROLD B. GORDY, JR.  
 ALVIN I. FREDERICK

Worcester County Government Center  
 Dept. of Development Review and Permitting  
 Attn: Jennifer Keener, Director  
 1 West Market Street, Room 1201  
 Snow Hill, MD 21863

RE: Change of Land Use Designation/Tax Map 21, Parcel 79

Dear Jennifer:

As you know from our various telephone conversations and emails, I represent Racetrack Plaza, LLC, a Maryland limited liability company ("Racetrack"), whose principals are Michael Lupacchini and Robin Lupton. On or about January 8, 2024, Racetrack purchased certain unimproved real property located on the west side of MD Rt. 589, south of Gum Point Rd. with a mailing address of 10329 Racetrack Road, Berlin, MD, which is also identified as Tax Map 21, Parcel 79 and comprises approximately 9.16 acres of land (the "Property"). Although my clients have been performing due diligence to determine the development potential of the Property for the last 18 months or so, they finally acquired it and are ready to proceed with the development process.

It is my client's desire to develop the Property consistent with its underlying zoning classification which is predominantly C-2 (General Commercial District). However, it has been realized that proceeding with any commercial development is significantly hampered by the fact that its land use designation on the Worcester County Comprehensive Land Use Map (the "Map") remains "Agricultural" which is clearly inconsistent with its zoning classification. Therefore, this letter is to request that Worcester County correct the Map designation for the Property to be consistent with its zoning classification.

To better understand the background for this request, I offer the following information. Prior to the update to the Worcester County Comprehensive Land Use Plan (the "Plan") and Map in 2006, 2.46 acres of the Property were zoned RP (Resource Protection District) and 6.7 acres were zoned E-1 (Estate District), for a total of 9.16 acres. On September 28, 2017, and on behalf of the prior owners of the Property (the Nock family), I filed an Application For Amendment of Official Zoning Map (the "Application") to change the E-1 zoned portion of the Property to C-2 (or, in the alternative, C-1 if the C-2 was denied). During that process, the Worcester County Commissioners (the "Commissioners") decided to consider the Application along with other properties in the surrounding neighborhood as a sectional rezoning instead of numerous separate independent rezonings (the "Sectional Rezoning"). After extensive debate and public hearings, and pursuant to a Formal Notice of Zoning Action dated January 11, 2019 (the "Notice"), the Commissioners decided to approve the Application as part of the Sectional Rezoning and changed the zoning classification of the E-1

zoned portion of the Property to C-2 along with the other properties identified in the Notice. Doing so, however, resulted in the new zoning classification being inconsistent with its land use designation as reflected on the Map. In hindsight, I respectfully submit that the land use designation should have been changed (corrected) when the change in zoning took place.

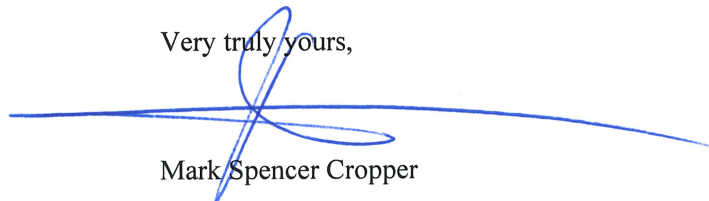
This inconsistency creates a problem for Racetrack in proceeding with the development of the Property. In order to seek utilities (water and/or sewer), the Worcester County Comprehensive Water and Sewer Plan must be amended to authorize such services be extended to the Property. After that request is first considered by the Commissioners (and if approved), it is then forwarded to the State Dept. of Planning for its concurrence. As long as the Property remains in the agricultural land use category on the Map, it is highly unlikely that either the Commissioners or the State will approve the request regardless of it being zoned for commercial development. In fact, according to Bob Mitchell, Director of the Department of Environmental Programs, changing the land use designation must be completed before any further efforts are undertaken to develop the Property. This includes, to the extent necessary, seeking a growth allocation pursuant to the Atlantic Coastal Bays Critical Area law ("CAL"). Any such request will also be prohibited until the land use designation on the Map has been changed.

On a separate but somewhat related note, Racetrack informed me that the Worcester County Dept. of Assessments and Taxation increased the real property tax assessment of the Property by approximately 200% after its rezoning in 2019. While such an increase may seem justified and warranted if the Property can be utilized at its "highest and best use" pursuant to its zoning classification, such an increase is certainly not appropriate where the inconsistent land use designation essentially prevents Racetrack from realizing that potential.

There should be no doubt that the land use designation of the Property should be consistent with its zoning classification. Unless and until that occurs, the true potential for the Property cannot be realized. The only question for the Commissioners is how long should Racetrack be required to wait for that to happen. I am aware that the update to the Comprehensive Land Use Plan and Map is presently underway. But, in reality, it just began. To my knowledge, there have been no public informational meetings, public hearings or meetings of the Planning Commission to truly commence this process. If my memory is correct (and as confirmed by you), the most recent update began in approximately 2001/2002, the Land Use Plan and Map were adopted in 2006 and the Comprehensive Zoning Map and zoning code weren't adopted until 2009. Although I understand that the "Request For Proposals" recently sent to consultants to facilitate this update requests a much shorter timeline, there is no assurance that will happen. Therefore, if this update follows a similar path and timeline as before, the Map and Plan won't be adopted until approximately 2029. In the interim, Racetrack would be unable to proceed with its development plans for 5 more years. Accordingly, it is respectfully requested that the Commissioners consider this independent application for a change of land use designation now versus Racetrack being forced to wait many more years while also paying increased taxes for land that it is unable to utilize for its highest and best use.

Should you have any questions about this letter or need additional information to process this request, do not hesitate to give me a call. Otherwise, your anticipated cooperation is appreciated.

Very truly yours,



Mark Spencer Cropper



Worcester County Administration

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

TO: Worcester County Commissioners  
FROM: Charlene Sharpe, Legislative Analyst  
DATE: Sept. 12, 2024  
RE: New wind area

---

The BOEM Central Atlantic Intergovernmental Task Force is accepting public comment on another offshore wind area, what they're calling Central Atlantic 2 (CA2), ahead of a potential lease auction in 2026. The area consists of 13,476,805 acres located off the coasts of New Jersey, Delaware, Maryland, Virginia and North Carolina. Comments on CA2 must be submitted by Oct. 21.

We are seeking approval to submit a letter of opposition to the new area, highlighting ongoing fishing and tourism concerns as well as issues shared during this week's virtual task force meeting, which included impacts to endangered species and the overlap of CA2 and the Wallops' impact debris and hazard areas.





COMMISSIONERS  
 Anthony W. Bertino, Jr., PRESIDENT  
 Madison J. Bunting, Jr. Vice PRESIDENT  
 Caryn Abbott  
 Theodore Elder  
 Eric J. Fiori  
 Joseph Mitrecic  
 Diana Purnell

OFFICE OF THE  
 COUNTY COMMISSIONERS  
**Worcester County**  
 GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103  
 SNOW HILL, MARYLAND  
 21863-1195

WESTONS, YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE  
 DEPUTY ADMINISTRATIVE OFFICER  
 ROSCOER, LESLIE  
 COUNTY ATTORNEY

September 9, 2024

To: Worcester County Commissioners  
 From: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

**President Bertino – You have Three (3) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Judith Giffin – **Resigned** - Commission for Women

**Commissioner Purnell – You have One (1) position open:**

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB

**Commissioner Bunting - You have One (1) position open:**

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB

**Commissioner Abbott – You have One (1) position open:**

- Kathleen Palmer – **Resigned** – Commission for Women

**Commissioner Mitrecic – You have One (1) position open:**

- Bill Paul – **Resigned** – Building Code Appeals Board

**Commissioner Elder - You have filled all your positions, Thank you!**

**Commissioner Fiori - You have Eight (8) positions open:**

- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment



**All Commissioners:**

**(5)-Adult Public Guardianship Board-**

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

**(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway) Replacement available.**

**(2) -Local Development Council for the Ocean Downs Casino-**

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

**(3) – Property Tax Assessment Appeal Board – 1 regular member vacancy available and an alternate member vacancy available. Delegate Hartman has two recommendations.**

**(4) - Water and Sewer Advisory Council - Mystic Harbour 3-** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

**(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler**

**(3 - Total): Commission for Women:**

(3) Resigned -Elizabeth Rodier - (Fiori), Judith Giffin - (Bertino), Kathleen Palmer (Abbott) - Resigned

Please see attached interest letter and resume which was previously attached on March 5, 2024,

Mrs. Belinda Gulyas.

## 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:

<b><u>Member's Name</u></b>	<b><u>Representing</u></b>	<b><u>Years of Term(s)</u></b>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
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
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = Appointed to fill an unexpired term

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
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
Tom Babcock	At-Large	No	Whaleyville	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:** Jennifer Keener, Director  
Development Review & Permitting (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>
<b>Bill Paul</b>	<b>D-7 - Mitrecic</b>	<b>Ocean Pines</b>	<b>15-19-23 Resigned</b>
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
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

**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)

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>At-Large Members</u>	<u>Years of Term(s)</u>
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 - deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

<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

## 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>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

## Prior Members:

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



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

**ITEM 15**

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
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
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 °	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
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27

**Prior Members:**

J. Lowell Stoltzfus ° (09-10)  
Mark Wittmyer ° (09-11)  
John Salm ° (09-12)  
Mike Pruitt ° (09-12)  
Norman H. Conway ° (09-14)  
Michael McDermott (10-14)  
Diana Purnell ° (09-14)  
Linda Dearing (11-15)  
Todd Ferrante ° (09-16)

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr. ° (09-18)  
Ron Taylor ° (09-14)  
James Rosenberg (09-19)  
Rod Murray ° (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)  
Bobbi Sample (17-23)

**LOWER SHORE WORKFORCE DEVELOPMENT BOARD**  
(Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory  
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other  
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2<sup>nd</sup> Wednesday

Special Provisions: Board must be at least 51% business membership.  
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance  
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)  
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	Melanie Pursel (18-*20)
Kaye Holloway (95-04)	Ivy Wells (20-21)(21-public appt.)
Joanne Lusby (00-05)	Jason Cunha (*16-23)
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

## PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)  
 - Nominees must each fill out a resume to be submitted to Governor  
 - Nominations to be submitted 3 months before expiration of term

Function: Regulatory  
 - Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms  
 Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

Prior Members: Since 1972

Wilford Showell	Joseph A. Calogero (04-09)
E. Carmel Wilson	Joan Vetare (04-12)
Daniel Trimper, III	Howard G. Jenkins (03-18)
William Smith	Robert D. Rose (*06-17)
William Marshall, Jr.	Larry Fry (*10-14 alt) (14-18)
Richard G. Stone	Richard Thompson (*18-21alt)
Milton Laws	Arlene Page 18-23
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	
Mary Yenney (98-03)	
Walter F. Powers (01-04)	
Grace C. Purnell (96-04)	
George H. Henderson, Jr. (97-06)	

**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 (Resigned)
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

**Prior Members: (Since 2005)**

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

**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 <sup>c</sup> (93-96)	Andrew Delcorro (*14-19)
John Mick <sup>c</sup> (93-95)	
Frank Gunion <sup>c</sup> (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham <sup>c</sup> (93-13)	
Ralph Giove <sup>c</sup> (93-14)	
Chris Smack (04-14)	

## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

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

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

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair  
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
<b>Elizabeth Rodier</b>	<b>D-3, Fiori</b>	<b>Bishopville</b>	<b>18-21 Resigned</b>
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
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
<b>Judith Giffin</b>	<b>D-5, Bertino</b>	<b>Ocean Pines</b>	<b>*22-23-26 Resigned</b>
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
<b>Kathleen Palmer</b>	<b>D-1, Abbott</b>	<b>Pocomoke City</b>	<b>23-26 Resigned</b>
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27

## Prior Members: Since 1995

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





EMERGENCY SERVICES

## Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

TO: Weston Young, Chief Administrative Officer  
FROM: James Hamilton, Deputy Director of Emergency Services  
DATE: August 27, 2024  
RE: Fall Fire Department Training

The Department of Emergency Services respectfully requests approval by the County Commissioners of a training program agreement with RESCUETECHS, LLC of Rehrersburg, PA in the total amount of \$27,000.00. This agreement facilitates the delivery of specialized training for Worcester County's fire and emergency medical services personnel related to fires and entrapment emergencies involving grain bins and silos. We are requesting that this agreement be entered into as a professional services agreement in accordance with county financial rules.

Over the last twelve months numerous emergencies have occurred within the region that have resulted in fatalities due to grain bin entrapments and explosions of large grain bins due to fire. These incidents have highlighted the significant risk posed to emergency responders and the community during such events. In the interest of public safety and the safety of our responders, we believe that this training is timely and critical.

As always, I welcome any questions related to this project.



## RESCUETECHS, LLC TRAINING PROGRAM AGREEMENT

July 16, 2024

This Agreement for Training Program Presentation is made by and between:

**RESCUETECHS, LLC.**

PO Box 1

Rehlersburg, PA 19550-0001

**DEPARTMENT OF EMERGENCY SERVICES**

**WORCESTER COUNTY GOVERNMENT**

1 W. Market St, Rm. 1002

Snow Hill, MD 21863

hereinafter referred to as “RESCUETECHS” and hereinafter referred to as “Sponsoring Organization.”

*WHEREAS*, the Sponsoring Organization requests RESCUETECHS to provide an educational training program and *WHEREAS* RESCUETECHS agrees to provide training and education to students under the terms of this agreement.

In consideration of the mutual contract contained herein, the parties agree to the following:

- SCOPE OF SERVICES OF RESCUETECHS** - RESCUETECHS will provide the students with the instructional programs titled:

<p>INITIAL FOR OPTION #1</p> <p>_____</p>	<p><b><u>OPTION #1</u></b></p> <p>SATURDAY, OCTOBER 26, 2024 AND SUNDAY, OCTOBER 27, 2024 GRAIN BIN RESCUE AWARENESS (2 SEPARATE DELIVERIES) SILO / GRAIN MILL FIRE AND EMERGENCY AWARENESS (2 SEPARATE DELIVERIES)</p> <p>and</p> <p>SATURDAY, NOVEMBER 23, 2024 AND SUNDAY, NOVEMBER 24, 2024 GRAIN BIN RESCUE TECHNICIAN (2-DAY CLASS)</p> <p><b><i>TOTAL FOR OPTION #1 = \$18,875.00</i></b></p>
<p>INITIAL FOR OPTION #2</p> <p>_____</p>	<p><b><u>OPTION #2</u></b></p> <p>SATURDAY, OCTOBER 26, 2024 AND SUNDAY, OCTOBER 27, 2024 GRAIN BIN RESCUE AWARENESS (2 SEPARATE DELIVERIES) SILO / GRAIN MILL FIRE AND EMERGENCY AWARENESS (2 SEPARATE DELIVERIES)</p> <p>and</p> <p>#1 THURSDAY, NOVEMBER 21, 2024, AND NOVEMBER 22, 2024 #2 SATURDAY, NOVEMBER 23, 2024, AND SUNDAY, NOVEMBER 24, 2024 GRAIN BIN RESCUE TECHNICIAN (2 OFFERINGS OF THE 2-DAY CLASS)</p> <p><b><i>TOTAL FOR OPTION #2= \$27,000.00</i></b></p>

*Sponsor Organization Representative – Please initial here to acknowledge page:* \_\_\_\_\_

### 2. DUTIES OF SPONSORING ORGANIZATION

- a. The Sponsoring Organization will provide appropriate classroom training facilities with adequate seating for all participants; a projection screen; white/black board or easel; and microphone and speaker capabilities as appropriate for larger venues.
- b. The Sponsoring Organization agrees to work with the course instructors to provide the course-specific requirements.

### 3. PAYMENT FOR SERVICES

- a. Payments for the option chosen will be as follows:
  - 1) 25% due at the time of completion of the agreement.
  - 2) 25% due on/before October 26, 2024.
  - 3) The remaining balance is due on or before the last day of class.
- a. All payments are to be made in the form of a check, money order, or ACH transfer payable to **RESCUETECHS, LLC.**
- b. The fee listed in 3.a. is for up to 25 students per session. Should the Sponsoring Organization request to add additional students, additional charges will apply. Sponsoring Organization must give 60 days prior notice to accommodate request and sign an amended agreement.

### 4. CANCELLATION

- a. The Sponsoring Organization may cancel this agreement no less than 60 calendar days prior to the start of the instructional program for any reason and receive a full refund of any payments made under Section 3a.
- b. The Sponsoring Organization may cancel this agreement less than 60 days, **but no less than 30 calendar days prior to the start of the instructional program** for any reason. *The Sponsoring Organization understands and agrees that 25% of the total fee in “3.a” will not be refunded. A check for any additional amounts paid will be mailed to the Sponsoring Organization within 30 days via certified mail.*
- c. If the Sponsoring Organization cancels this agreement anytime within 30 days of the start of the class, the full fee for the option chosen, minus any payments made will become due and payable immediately, unless such cancellation is the actual result of a natural or man-made disaster.
- d. In the event circumstances beyond the control of RESCUETECHS necessitate the cancellation of the presentation, the full deposit will be immediately refunded by check or money order and returned to the Sponsoring Organization by certified mail.
- e. The Sponsoring Organization and RESCUETECHS, by mutual written agreement, may elect to reschedule the presentation to a date and time agreeable to both parties at which point this agreement and all provisions contained herein will automatically extend accordingly.

### 5. HOLD HARMLESS

Sponsoring Organization agrees to indemnify RESCUETECHS LLC and hold harmless from any and all loss, cost, damage, liability and expense, including attorney’s fees and the costs of investigation, arising out of any claim by any participant or other person against RESCUETECHS, LLC, or any of its staff, contractors, faculty members, or employees, which claims is wholly or partly based upon alleged negligence or other wrong doing in the design, development, content, or conduct of, or any other matter relating to, the training covered by this agreement.

### 6. ADDITIONAL CLAUSES

The Sponsoring Organization/sponsoring agency confirms that any student attending or participating in any course conducted by Eric J. Rickenbach or RESCUETECHS LLC meets the following requirements:

- a. All participants meet all qualifications and/or age requirements to attend including any identified necessary prerequisites.
- b. **MINIMUM AGE FOR THIS TRAINING PROGRAM IS 18 YEARS OF AGE.**
- c. All participants are covered by his/her organization’s WORKERS’ COMPENSATION INSURANCE, and/or are covered by his/her own Health and Medical Insurance. The participants have no knowledge of any condition(s) that will prohibit full participation in all activities required for successful completion of the class.
- d. Participants will follow guidelines and personal protective safety equipment recommendations of the National Fire Protection Association (NFPA), the National Institute for Occupational Safety and Health (NIOSH), and/or the Centers for Disease Control and Prevention (CDC) as applicable.

*Sponsor Organization Representative – Please initial here to acknowledge page:* \_\_\_\_\_

**ITEM 16**

**RESCUETECHS, LLC. – Training Program Agreement**

**7. NO ASSIGNMENT OF AGREEMENT**

The parties agree that neither party may assign or transfer any rights nor obligations under this Agreement, directly or indirectly except upon the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**8. GOVERNING LAW.** Jurisdiction for any disputes under or pursuant to this Agreement shall be vested exclusively in the Courts of Pennsylvania. Venue for any disputes under this Agreement shall be vested exclusively in the Berks County Court of Common Pleas.

**9. FINAL AGREEMENT.** This Agreement includes the entire understanding and agreement between Sponsoring Organization and RESCUETECHS on the subject matter hereof. This Agreement may be modified only by another writing signed by both Sponsoring Organization and RESCUETECHS.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date signed.

**RESCUETECHS, LLC.**

**DEPARTMENT OF EMERGENCY SERVICES  
WORCESTER COUNTY GOVERNMENT**

\_\_\_\_\_  
Eric J. Rickenbach,  
RESCUETECHS LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

## COURSE-SPECIFIC REQUIREMENTS ADDENDUM

Sponsoring Organization: **DEPARTMENT OF EMERGENCY SERVICES  
WORCESTER COUNTY GOVERNMENT**

The equipment, prop, and location requirements for this training are as follows:

*The assigned lead instructor will communicate directly with the Sponsoring Organizations to determine the most appropriate props and equipment for the practical portion of the training program, based on the Sponsoring Organization's specific training goals, and resources available.*

*Sponsor Organization Representative – Please initial here to acknowledge page: \_\_\_\_\_*