

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

August 21, 2018

Item

- 9:00 AM - Meet in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session
- 9:01 - Closed Session: Discussion regarding hiring a Part-Time Document Imager II for the Treasurer's Office, two (2) Correctional Officer Trainees for the Jail, a Roads Foreman for the Roads Division of Public Works, and an Emergency Management Planner for Emergency Services; discussing pending litigation and receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:10 - Chief Administrative Officer: Administrative Matters 1-13
(Award of Bid for Housing Rehabilitation and Lead Abatement Services; Award of West Ocean City Commercial Harbor Boat Slip Bids; Local Behavioral Health Authority Agreement for the Jail; Dividing Creek Rural Legacy Area Easement Agreements of Sale; Request for Proposals - Critical Area Ordinance Update; P25 Radio System Status Update; Bid Specifications for Stockton Park Playground Equipment; Proposed Worcester County Recreation and Parks Boosters Organization; Homer Gudelsky Park - Parking and Use Issues; Household Hazardous Waste Collection Day on September 22; Bid Specifications for Off-Road Dump Truck for Solid Waste Division of Public Works; Langmaid Road Borrow Pit; Town of Berlin Request for Dumpster at Worcester County Dental Office in Berlin; and potentially other administrative matters)
- 10:20 -
- 10:30 -
- 10:40 -
- 10:50 -
- 11:00 - Questions from the Press
- 11:01 - Vote to Meet in Closed Session
- Closed Session: Interview Candidates for Emergency Services Director
- 11:10 -
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Chief Administrative Officer: Administrative Matters (If Necessary) 1-13, continued

Lunch

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

August 7, 2018

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

Following a motion by Commissioner Lockfaw, seconded by Commissioner Elder, 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 Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; and Stacey Norton, Human Resources Director. Topics discussed and actions taken included: hiring Kimberly Heath as an Office Assistant IV for County Administration, promoting Valerie Purnell and Ericka Johnson from Corporals to Sergeants at the Jail, and Catherine Zirkle from DRP Specialist I to DRP Specialist II in Development Review and Permitting; acknowledging the hiring of Ashley Cuffee and Katrina McDonald within the County Library; discussing a personnel disciplinary matter; receiving legal advice from counsel; and performing administrative functions.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order and announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the closed session minutes of their July 3, 2018 meeting as revised and the open and closed session minutes of their July 17, 2018 meeting as presented.

Pursuant to the recommendation of Finance Officer Phil Thompson at the written request of Melanie A. Pursel, Executive Director of The Greater Ocean City, Maryland Chamber of Commerce, Inc. and upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Resolution No. 18-20 authorizing a 100% tax credit in the amount of \$12,933.33 for real property owned by The Greater Ocean City, Maryland Chamber of Commerce, Inc. for the July 1, 2018 tax year.

Pursuant to the recommendation of Mr. Thompson at the request of David Lockwood, Jr., Chair of the Berlin Community Improvement Association (BCIA), and upon a motion by Commissioner Church, the Commissioners unanimously adopted Resolution No. 18-21,

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authorizing a 100% Tax Credit in the amount of \$3,420.99 for Real and Tangible Personal Property owned by the BCIA for such property which was exclusively for non-profit activities of that association for the July 1, 2018 tax year.

The Commissioners reviewed a letter from Craig Kuhn, Program Manager for the Maryland Department of Agriculture (MDA) Office of Forest Pest Management (FPM), advising that his office plans to conduct a cooperative gypsy moth population survey in fall 2018, which will include conducting approximately 105 surveys on non-State land in Worcester County to predict the level of gypsy moth caterpillar populations the following spring. This would allow the FPM to identify developing gypsy moth infestations and respond appropriately before significant damage occurs. He further noted that, if the Commissioners agree to participate in the survey, the County's estimated portion of the 50/50 cost share would be \$1,575. This cost estimate does not include the cost of aerial spraying. Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the 50% local cost share of approximately \$1,575 for the gypsy moth population survey to be conducted in Worcester County.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the Maryland Community Resilience Grant Agreement between the Maryland Department of Natural Resources (DNR) and the County Commissioners for the design and permitting for the Selsey Road Protection and Marsh Restoration Project. Mr. Mitchell advised that future DNR grant funds will be requested to construct the project.

The Commissioners met with Environmental Programs Director Bob Mitchell and Frank Piorko, Executive Director of the Maryland Coastal Bays Program (MCBP), to consider a request from the MCBP to act as the permitting applicant for the proposed wetland restoration project on the Ilia Fehrer Nature Preserve on Ayres Creek. This project will close a 2.4-acre section of dead-end logging road, create three large-sized non-tidal wetland depressions, and install ditch plugs to alter site hydrology to complete this restoration, with design services and project funding to be provided by a Maryland Department of Natural Resources (DNR) grant. Mr. Mitchell stated that this project will help to protect and preserve natural habitat and improve local waterways and recommended approving this request, with the caveat that MCBP commit to being a good neighbor by sharing project details with the adjacent property owners to give them an opportunity to express their concerns prior to completion of the final plan. Mr. Piorko confirmed the MCBP will notify and involve the neighbors in the process. Mr. Mitchell advised that a management committee comprised of County staff from Environmental Programs and Recreation and Parks will provide oversight, and once design plans are completed, MCBP must receive approval from the Commissioners to bid project construction.

Upon a motion by Commissioner Church, the Commissioners unanimously approved the request for MCBP to act as the permitting applicant, provided that MCBP staff share project details with adjacent property owners and provide them with an opportunity to express any potential concerns prior to completing the plans.

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Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the Memorandum of Understanding (MOU) between the Department of Public Safety and Correctional Services and the Worcester County Jail Regarding Deductions from Inmate Earnings. Warden Bounds explained that the Jail has historically collected court-ordered restitution and provided collected funds to the appropriate agency. She stated that those procedures changed in October 2017 to streamline this collection and distribution process, and will now include collecting 25% of institutional work earnings from inmates as payments to the dependents or a social services agency in accordance with any existing court order.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by the Commission on Aging (COA) Board of Directors and a motion by Commissioner Bertino, the Commissioners unanimously agreed to appoint Carolyn Dryzga to the COA Board of Directors for the remainder of a three-year term expiring September 30, 2020, to fill the vacancy created by the resignation of Larry Walton.

Upon a nomination by Commissioner Elder, seconded by Commissioner Bunting, the Commissioners unanimously agreed to reappoint Faith Coleman and Harry Hammond to the Social Services Advisory Board for additional three-year terms each expiring June 30, 2021.

Pursuant to the request of Emergency Services Director Fred Webster and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized staff to proceed with a three-phase telephone fiber upgrade project, and awarded contracts in keeping with the project as follows: \$41,411.90 to Skyline Technology Solutions of Glen Burnie, Maryland to install curb-to-rack fiber conduit; \$113,147 to Verizon Maryland LLC for fiber installation and termination to be routed through two separate Verizon Central Offices to provide redundancy; and \$12,159.99 to Carousel Industries to relocate existing audio code gateways, install and configure new Verizon PRI (primary rate interface) lines at each host location and install, configure, and test the new 911 trunks. Project funds of \$166,718.89 are available through a grant from the Emergency Number Systems Board (ENSB), which was approved on July 26, 2018.

In follow up to their July 31, 2018 work session on the P25 Radio System Project, the Commissioners met with Mr. Webster to receive additional information regarding the proposal in the amount of up to \$77,265 from Federal Engineering (FE), Inc. of Fairfax, Virginia to provide engineering consulting services to Worcester County to assist with final implementation of the Harris P25 Radio System Project. At their work session, the Commissioners tabled a motion by Commissioner Lockfaw to accept FE's proposal to provide the time needed to check FE's references. Assistant Chief Administrative Officer Kelly Shannahan advised that representatives from the State of Maryland, King and Queen County, Virginia, and New Hanover County, North Carolina all provided positive references and noted that all the organizations indicated that they had been pleased with the services they received from FE.

Commissioner Mitrecic requested that the tabled motion be amended to include that funding for the proposal must be identified in the FY19 Emergency Services Operating Budget, rather than from budget stabilization funds. Commissioner Lockfaw amended his motion as requested, after which, the Commissioners unanimously accepted the proposal from FE for the

provision of engineering consulting services at a maximum cost of \$77,265, as outlined in the proposal dated July 10, 2018, and including the FE Team Coverage Workshop at no additional cost, as offered by FE in supplemental correspondence dated August 1, 2018.

Pursuant to the request of Recreation and Parks Director Tom Perlozzo and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved increasing recreation program fees from \$30 to \$35 to help cover the cost to implement a new online registration process. Mr. Perlozzo stated that even with these new costs, Recreation and Parks program fees are still \$5-\$7 less than those of neighboring communities, which will keep the core value of affordability in place. Furthermore, the new online platform will allow customers to view program availability and make it easier and more convenient to register, and staff will be able to process those registrations more quickly and securely through the new recreation registration software system.

In response to a question by Commissioner Bertino, Mr. Perlozzo advised that programs will remain affordable to lower income youth through the provision of sponsors and other funding mechanisms, which will provide the funds necessary to reduce or eliminate registration fees for those in need of financial assistance.

Pursuant to the request of Mr. Perlozzo and upon a motion by Commissioner Mitrecic, the Commissioners conceptually approved plans for six Recreation and Parks projects included in the FY19 budget, as follows: Stockton Playground, with a \$100,000 budget to install a new playground system and complete earthwork, and with Maryland Department of Natural Resources (DNR) Program Open Space (POS) funds to reimburse the County for 90% of project costs, and with project costs to potentially be reduced to \$60,000 by using in-house staff for portions of the project; Bishopville Pond Park Project, with a \$10,000 budget for technical services; Public Landing, with an approved FY19 DNR Waterway Improvement Grant of \$80,000 to construct finger piers, to be amended and resubmitted prior to the August 20, 2018 application deadline to include engineering and permitting services for inlet dredging; John Walter Smith Park in Snow Hill, with a \$25,000 budget to improve the existing fields, develop a 220' x 360' multi-purpose Bermuda grass field, and the recently installed nine additional holes on the existing disc golf course, with POS funding to reimburse the County for 90% of project costs; West Ocean City Boat Ramp, with a \$6,000 budget to replace eight electrical panel boxes on the commercial pier; and Grey's Creek, with an estimated budget of \$125,000 to develop passive park elements, to include walking trails, waterway access, parking, and park-related amenities in phase one, with POS funds to reimburse the County for 90% of project costs, and with in-house labor expected to help reduce the County's 10% cost share.

With regard to the Bishopville Pond Park project, Commissioner Bunting stated that the County should work with the State Highway Administration (SHA) to complete a boundary line adjustment to correct the sharp alignment of the intersection of Bishopville and St. Martin's Neck Roads, as it is difficult for tractor trailers to make this turn. Furthermore, with global positioning system (GPS) devices directing beach traffic through this area, he expressed concern regarding plans to develop a park on one side of the street and parking on the other, as even with a crosswalk it would be too dangerous to cross this busy thoroughfare. Mr. Perlozzo stated that plans for the Bishopville Pond Park are strictly conceptual at this point, and County staff plans to

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develop a request for proposals (RFP) to determine whether it is feasible to pursue plans to develop this property. He agreed to contact SHA staff to discuss possible intersection improvements as well.

Mr. Perlozzo updated the Commissioners on the status of proposed Worcester County Recreation and Parks (WCRP) sports marketing and special events, utilizing existing County recreational amenities and requiring little equity while providing a large return on the County's investment and adhering to the following fundamental recreation program goals: to improve the quality of life for all county residents and businesses; control growth of government/recreation and parks without taxpayer support by providing creative funding options; engage municipal governments to maximize their sporting resources, heritage, and natural resources; deliver sustainable economic, social and promotional benefits, such as generating hotel room nights, and increasing tourism; and increase community awareness of WCRP parks and programs. He then reviewed economic statistics for sports marketing, noting that locally the Mid-Atlantic Amateur Sports Alliance (MAASA) attracted 385 teams to the area for the 2017 United States Specialty Sports Association (USSSA) Fastpitch Softball World Series. This event alone generated 7,755 hotel room nights in Ocean City and Worcester County and resulted in estimated direct spending of \$7,732,802.96. He then updated the Commissioners on the status of plans to host new events in 2019, which include the following: Tough Mudder at Deer Run; Harbor Day at the West Ocean City commercial boat ramp; Fish and Paddle series in Pocomoke and Snow Hill; USA National Softball Tournament at Showell Park; Don Abramson - Corrigan Sports Volleyball events at the Recreation Center in Snow Hill, Northside Park in Ocean City and potentially Board of Education sites; Fishers of Men Bass Fishing in Pocomoke and Snow Hill; OC Tri-Running events (running and cycling) with dates and locations to be determined; and Hogan Lacrosse at the Northern Worcester Athletic Complex. He then reviewed miscellaneous events currently under consideration.

In response to questions by Commissioner Bertino, Mr. Perlozzo stated that the Tough Mudder event would include a one-year contract with a potential extension for future years and agreed that the event location may change if the Deer Run property was sold. He further explained that he is pursuing private sponsorship for any fees associated with these events. Commissioner Church thanked Mr. Perlozzo for the work he has done and stated that he looks forward to viewing the Bryant Gumbel video on the economic impact of youth sports tournaments at an upcoming meeting. Following some discussion, the Commissioners thanked Mr. Perlozzo for the update.

The Commissioners conducted a public hearing on the proposed comprehensive (sectional) reclassification of all properties currently zoned E-1 Estate District that are located along MD Rt. 611 (Stephen Decatur Highway) and South Point Road south of MD Rt. 376 (Assateague Road) to South Point in the Tenth Tax District of Worcester County, Maryland to R-1 Rural Residential District. Development Review and Permitting (DRP) Director Ed Tudor explained that the Planning Commission considered the rezoning in conjunction with four prior rezoning cases in these areas and more recently at their March 8, April 5, and May 10, 2018 meetings. He stated that the proposed sectional rezoning received a favorable recommendation from the County Planning Commission. He then reviewed the zoning history of the area, noting

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that in 1978 the majority of the zoning districts were R-1 Rural Residential District, R-1A Rural Residential District, R-3 Multi-Family Residential District, B-2 General Business District, and A-1 Agricultural District, with an R-1 District density of one lot per 20,000 square feet, R1A District density of one lot per 40,000 square feet, and R-3 District density of one unit per 6,000 square feet. Then in 1992 much of the area was comprehensively reclassified to the new E-1 Estate District zoning, which had a density of one lot per two acres. He stated that this zoning classification was retained in the 2009 Comprehensive Rezoning. He pointed out, however, that the 1978 R-1, R-1A, and R-3 District zoning densities were two to seven times more dense than those allowed by today's R-1 District regulations and four to 14.5 times more dense than today's E-1 District. Mr. Tudor advised that the 1989 Comprehensive Plan placed this area within the Estate Land Use Category, stating that it was so designated in order to maintain an open character and that a rural estate form of development would also be best for the environmentally sensitive nature of the inland bays. He advised that the 2006 Comprehensive Plan, which remains in effect, places the residentially developed areas of South Point and the MD Rt. 611 corridor within the Existing Developed Area Land Use Category, while farm land, golf courses, and other open areas are within the Agricultural Land Use Category. Sensitive areas, such as along the waterfront, are within the Green Infrastructure Land Use Category. He advised that there is no Estate Land Use Category in the 2006 Comprehensive Plan, though it does recommend the deletion of the Estate land use category and the associated zoning district, the E-1 District. Mr. Tudor further advised that the Plan states that, designed as a transition zone between urban/suburban development and the rural landscape, the Estate Land Use Category has consumed excessive amounts of land per housing unit, taking working farms out of production, been overtaken by the requirements of the Atlantic Coastal Bays Critical Area Program, and failed to achieve truly clustered open space development as called for in the 1989 Comprehensive Plan. Furthermore, the 2006 Comprehensive Plan states that large lot zoning is incompatible with this plan's approach to new growth and that extensive areas of large lots result in sprawl, which is expensive to serve, damaging to water quality and wildlife, and incompatible with increased mass transit service. Mr. Tudor further noted that during the Comprehensive Rezoning process 10 years ago, both County staff and the Planning Commission recommended that properties zoned E-1 District in the area be given a R-1 District zoning classification because of its low-density, single-family residential nature, typical lot sizes, and historical development patterns. He pointed out that, while the E-1 District allows single-family dwellings and major subdivisions, it also allows by right quite a number of agricultural uses, such as poultry and hog houses, grain dryers, commercial greenhouses, and more that may conflict with residential uses. However, in adopting the 2009 Comprehensive Rezoning, the Commissioners retained the existing E-1 District zoning in the area, even though the 2006 Comprehensive Plan called for the elimination of that zoning district. Mr. Tudor noted that concerns have been raised that rezoning to the R-1 District would allow extensive development of the study area in the future; however, the Planning Commission found that this will not be the case for two primary reasons. First, the area did not develop to its maximum density under previous zoning regulations, which was before various environmental regulations came into effect, which have further restricted development. Second, Worcester County elected not to map septic tiers, as suggested by the State, thus major subdivisions are no longer permitted in the County unless public sewer is provided, and therefore only minor subdivisions of up to five lots can take place.

Mr. Tudor also advised that, while considering the merits of the sectional rezoning, the Planning Commission noted it was imperative to maintain a level of conformity, so existing uses would not become nonconforming and add another layer of regulation and difficulty in obtaining approvals. Alternatively, changing the lot requirements themselves in the district regulations as opposed to changing the zoning can have a dramatic effect on existing properties, resulting in many nonconforming lots and structures, and is not recommended. These factors were significant in the staff's recommendation that the R-1 District zoning classification is the most appropriate for the study area as it will result in greater conformity with the original platting and will not result in the significant amount of growth that has been of concern to some. The Planning Commission agreed.

In response to a question by Commissioner Elder, Mr. Tudor advised that, while the R-1 District technically allows twice the density of the E-1 District, it is not economically feasible for a developer to build a sewer plant to serve only a few lots, particularly since the developer would be required to transfer ownership and operational oversight of any sewer plant over to the County. Therefore, such development is highly unlikely if the properties are zoned R-1.

In response to a question by Commissioner Bertino, Mr. Tudor stated that there are 2,600 acres zoned E-1 District in the area, but that many of these properties cannot be further developed due to environmental restrictions and regulations, such as the Atlantic Coastal Bays Critical Area Law.

Commissioner Purnell opened the floor to receive public comment.

John Harrison of South Point Road in Berlin opposed rezoning the area, as the R-1 Zoning would restrict his family from expanding an existing greenhouse business on the property by more than 50% without a special exception.

Donald Bounds of Raccoon Lane stated that his property was already rezoned from E-1 to R-1. In response to a question by Mr. Bounds, Mr. Tudor confirmed that E-1 zoned properties around him were proposed to be zoned R-1.

In response to comments by John Tercini of Porfin Drive regarding allegations that the land is being rezoned to satisfy affordable housing requirements, Mr. Tudor advised that R-1 District zoning does not allow for high density residential structures or apartment complexes and only permits one unit per acre.

Dave Wilson of Berlin opposed the sectional rezoning at this time and instead urged the Commissioners to consider any sectional rezoning within the County's next Comprehensive Plan update and Comprehensive Rezoning, when a new zoning district could be proposed for the area with a lower density, similar to E-1. He cautioned that it would be unwise to rezone properties from E-1 District to R-1 District to eliminate urban sprawl, since R-1 District zoning would essentially double the permitted density on currently protected lands that could be developed under R-1 District zoning by special exception. He also expressed concern that rapid advances in septic technology could make it possible to construct major subdivisions without the need for public sewer in the coming years.

Assateague Coastal Trust (ACT) Executive Director and Coastkeeper Kathy Phillips provided written and oral comments opposing the rezoning of these lowlying, flood-prone areas from E-1 District to R-1 District, noting that such an upzoning would result in increased development that would further impact two waterways that are already in poor health. She concurred with Mr. Wilson that septic system advances could make it possible to develop major

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subdivisions without public sewer, and she expressed concern that under the R-1 District zoning classification, developers could apply for special exceptions to build within the Critical Areas.

Maryland Coastal Bays Program (MCBP) Executive Director Frank Piorko stated that the proposed rezoning directly contradicts the County's Hazard Mitigation Plan, which strives to be storm resilient by directing development away from areas of the County that are at greatest risk for coastal inland flooding. Therefore, he asked the Commissioners to deny the requested rezoning and instead consider this request as part of a future Comprehensive Rezoning.

Lower Shore Land Trust (LSLT) Executive Director Kate Patton urged the Commissioners to postpone acting on the proposed sectional rezoning and instead undertake a more thorough review regarding the implications of such a rezoning on the lands and surrounding community. She also asked the Commissioners to consider the impact that upzoning these properties to R-1 District zoning may have on existing property owners, including increased property values and taxes and decreased water quality.

Alex Shanderowski of South Point opposed the rezoning, noted that no reason given today adequately justifies rezoning the area to R-1 District and therefore asked the Commissioners to take no action on the request before them today.

Allison Keiser of South Point stated that she feels the E-1 District zoning better protects the environment and her lovely home from increased commercial development around her, and she asked the Commissioners to deny the proposed rezoning.

MCBP Outreach Coordinator Sandi Smith opposed the comprehensive reclassification, as it would increase the permitted density and negatively impact wildlife in the area.

Rick Savage of Porfin Drive asked the Commissioners to leave the existing E-1 District zoning in place, noting concerns that the proposed reclassification would result in the area being filled up with houses.

Joan Scott of Newark opposed the proposed reclassification, noting that such a change would result in increased development in hurricane-prone areas and burden existing infrastructure due to increased traffic on MD Rt. 611 highway.

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

Commissioner Church concurred with comments by both Mr. Wilson and Ms. Phillips, noting that to rezone 2,600 acres outside of a Comprehensive Rezoning is unprecedented and wrong. Therefore he could not support the proposed rezoning at this time. Commissioner Mitrecic concurred, but cautioned those in attendance that this matter will be considered in the next Comprehensive Rezoning.

In response to a question by Commissioner Bertino, Mr. Tudor stated that the plan before them today is not at odds with the Comprehensive Plan, as Mr. Wilson alleged. He stated that there is a public assumption that the rezoning will result in unprecedented growth. However, in the past 66 years, only 383 lots have been developed, and the last major subdivision in South Point was developed 14 years ago. He noted that the growth rate averages 6.8 lots per year, and that was prior to the new septic tier requirements, which mandate that major subdivisions must be served by public sewer. He advised that the last Comprehensive Rezoning took place in 2009, and that plan must be reviewed again on 2021.

Commissioner Elder noted surprise that so many residents are opposed to the rezoning, particularly since the proposed rezoning would in fact protect the area against the proliferation of campgrounds, hog farms, chicken houses, and other such activities permitted under the E-1

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District zoning. However, he stated that he would support the wishes of the residents.

Commissioner Bunting stated that he Chaired the Planning Commission in 2009 when that group first recommended reclassifying these properties, but out of respect for Commissioner Church and his district, he would not vote to rezone the properties at this time.

Following some discussion and upon a motion by Commissioner Church, the Commissioners voted 6-0-1, with Commissioner Bunting abstaining, not to rezone the E-1 Estate Zoned properties to R-1 Rural Residential zoning along MD Rt. 611 and South Point Road south of MD Rt. 376 to South Point.

The Commissioners recessed for 10 minutes.

Pursuant to the request of Superintendent of Schools Louis H. Taylor and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the recommendations of the Board of Education (BOE) for approval of 15 bid awards, including bid alternates, for the Showell Elementary School (SES) replacement project in the amount of \$39,045,266. Mr. Taylor advised that the total project cost of \$47,552,420 will be funded with a County allocation of \$38,880,420 and a total maximum State allocation of \$8,672,000. He stated that the original project cost was just under \$60 million, but thanks to a lot of hard work and collaboration between the Commissioners and the BOE, they were able to reduce that cost.

Commissioner Bertino thanked the BOE for including them in the planning process to build a safe and affordable school that will serve the community well into the future. Commissioners Elder, Purnell, and Bunting publicly thanked the BOE as well.

Pursuant to the request of Economic Development Deputy Director Kathryn Gordon and upon a motion by Commissioner Bunting, the Commissioners unanimously approved out-of-state travel at a total cost of \$2,074 for Ms. Gordon to attend the annual International Economic Development Council (IEDC) Conference in Atlanta, Georgia from September 30 to October 3, 2018 and to sit on the IEDC Sustainability Advisory Committee. Ms. Gordon explained that throughout the remainder of the year the committee will meet via teleconferencing.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously awarded the bid for the purchase of one current model forklift to Eastern Lift Truck Co. of Laurel, Delaware at a total delivered cost of \$74,760.

The Commissioners met with Mr. Tustin to discuss signing a non-binding letter of interest with 3Degrees of San Francisco, California, an offset carbon trader interested in developing a project to reduce methane gas emissions at the Central Landfill in Newark. Mr. Tustin stated that the project would include a design to install a new gas collection and control equipment, to refurbish existing equipment, and to optimize the system to extract methane gas from Cell 4 at no cost and with potential income to the County. He stated that Days Cove Reclamation Company of Annapolis, Maryland would operate the gas extraction system for a term of 10 years, with the option for a 10-year extension. Mr. Tustin stated that this would be done as part of a Regional Greenhouse Gas Initiative (RGGI) program, with 3Degrees to apply

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for and if granted receive RGGI Offset Credits that could be sold to fund project operating costs and to recover their initial investment in the project. He advised that the County would receive a fee of \$0.10 per offset credit for the first 100,000 credits issued to the project on a cumulative basis and \$0.25 per offset credit issued in excess of 100,000 for the remainder of the term. He further stated that the preliminary estimate of credit volume is 40,000 per year, which would generate income to the Enterprise Fund of \$4,000 for the first 2.5 years and \$10,000 annually thereafter.

In response to a question by Commissioner Elder, Mr. Tustin stated that Dorchester Renewable Energy officials, who previously studied a similar project at the Landfill, are working with 3Degrees and recommended this company to him. In response to a question by Commissioner Bunting, Mr. Tustin stated that the County will be able to negotiate a price once the true cost of the project can be determined.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the non-binding letter of agreement.

Pursuant to the request of County Engineer Bill Bradshaw and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Purnell to sign an agreement between the County Commissioners (Grantor) and the Town of Berlin (Grantee) to convey property to the Grantor by Deed for a utility easement for the new Berlin Branch Library.

Pursuant to the recommendation of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Elder, the Commissioners unanimously agreed to schedule a public hearing on Rezoning case No. 419 for September 4, 2018. This application was submitted by Attorney Hugh Cropper, IV, on behalf of Cedar Mountain Farm, LLC and Mallard Landing, LLC, property owners, and seeks to rezone 4.7 acres of land located on the northwesterly side of Market Street (Business U.S. Rt. 113) to the west of U.S. Rt. 113 outside the Snow Hill Corporate limits, and more specifically identified on Tax Map 55 as Part of Parcel 22 in the Second Tax District of Worcester County, Maryland, from A-1 Agricultural District to C-2 General Commercial District. Mr. Tudor advised that the application received a favorable recommendation from the County Planning Commission.

The Commissioners answered questions from the press, after which they adjourned for lunch and to host the ribbon cutting for the new Berlin Branch of the Worcester County Library at 2:00 p.m. in Berlin.

The Commissioners adjourned to meet again on August 21, 2018.

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Minutes of the County Commissioners of Worcester County, Maryland

July 31, 2018

Work Session

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

The Commissioners conducted a work session to discuss interference and other related issues with the P25 Radio System Project with Harris Corporation and to meet with representatives from Federal Engineering (FE), Inc. of Fairfax, Virginia to consider their proposal to provide engineering consultant services, through the completion of the 800 MHZ P25 Radio System Migration Project to resolve outstanding issues with the public safety radio system. Those in attendance at the work session included Emergency Services Director Fred Webster and Assistant Director James Hamilton, Harris Program Manager Brian Blacketer, System Engineering Director Ben Ramsey, and Sales Representative Mike Kirwick, and Federal Engineering President and founder Ron Bosco and Senior Consultant Adam Nelson.

Mr. Webster reviewed a summary of the discussion that took place during a meeting in Ocean Pines between Commissioner Bertino, County staff, Worcester County Volunteer Fire Company leadership, and representatives from Harris Corporation. Commissioner Bertino noted the meeting occurred on June 26, 2018, not July 26, 2018, as indicated in the summary and requested a revised copy of the minutes.

Mr. Webster presented a timeline of operational issues that have occurred since activating the P25 Radio System on February 14, 2018, when users migrated from the Enhanced Digital Access Communication System (EDACS) to the new P25 Radio System and other documents in the meeting package. He reviewed the history of the Mystic Harbour tower site in West Ocean City (WOC) from fall 2015 through the present, and explained that County staff is currently awaiting delivery of microwave equipment and radios to complete the final link to the Central Tower. Harris representatives must complete known remaining contractual items and receipt of needed equipment for the final transmitter site at Mystic Harbour in West Ocean City (WOC), and the new system must pass a second round of coverage testing during summer months when trees are in full foliage and can cause signal attenuation.

Mr. Hamilton presented a report entitled "Co-Chanel Interference, Worcester County, Maryland," outlining the 10 800 MHZ non-public safety specific frequencies awarded to the County by the Federal Communications Commission (FCC), in which some interference was noted over the 16 years that they were used by the EDACS; Frequencies shared with Virginia Beach and Hampton, Virginia, State Police in Port Elizabeth, New Jersey, Baltimore County,

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Fairfax County, Lynchburg, Virginia, the Commonwealth of Massachusetts, and many others; Causes of Interference, known as “Co-Channel Interference,” which is created when two or more signals from different sources occupy the same frequency; Tropospheric Propagation, which may cause an FM radio station with regularly clear reception to become broken and mixed with another station on certain days of the year; Tropospheric Ducting, when radio waves normally blocked by the curvature of the earth are carried in a duct in the atmosphere between two different areas; Tropospheric Bending, when signals reflect off the troposphere to other areas; Radio System Issues impacted by tropospheric propagation; Agencies that have overcome high levels of co-channel interference; Steps taken by Worcester County staff to resolve co-channel interference; Possible Interference Mitigation Options; and Next Steps, which include looking for different frequencies with less interference.

Commissioner Bertino expressed great frustration that, at the tail end of a three-year radio project that cost the County roughly \$5 million, those involved from the start were only now considering the public safety impacts of tropospheric propagation on radio coverage when they had known as far back as 2015 that this could be an issue. He further stressed that this lapse could cost lives and require a great deal of money to rectify. In response to a question by Commissioner Bertino, Mr. Hamilton advised that co-channeling has always been an issue, but with the EDACS disruptions occurred less than a few hours per year and never resulted in destructive interference, as it has with the P25 digital system. However, with recent technological advances, radio traffic has increased dramatically and rapidly and warmer temperatures cause tropospheric propagation to occur more frequently. He explained that, when tropospheric propagation occurs, signals from other sources may briefly occupy the same frequency Worcester County public safety resources are utilizing. For example, a frequency occupied by an FM radio station may normally have clear reception, but that same signal may become broken or mixed with another station on certain days of the year due to seasonal weather patterns, which are occurring now with greater frequency in areas along large bodies of water. Mr. Hamilton stated that tropospheric interference impacted day-to-day operations of the P25 Radio System in June, when the warm weather provided the ideal conditions for tropospheric propagation, which resulted in periods of no coverage. He advised that two options may be available to resolve this issue: acquire new 800 MHz channels, which may be cleaner, but which will require significant monitoring and testing; or increase RF density to overcome co-channel signals, which may require adding more tower sites at considerable expense. Mr. Hamilton advised that County staff first became aware of interference issues in May 2018, and while they have been working diligently to resolve coverage failures, it is imperative that they hire a consultant who is uniquely qualified to identify and resolve issues pertaining to this problem to complete the County project.

Addressing Harris representatives, who have installed radio systems nationwide, Commissioner Bertino first confirmed that they had experience in resolving interference issues before and then asked why they had not done so with this project. Mr. Kirwick stated that Harris representatives have worked within the scope of the project specified by the County, and since the County was plagued by major interference in June, they have worked closely with County staff to address the situation so that it does not occur again next June, when weather patterns are likely to cause similar issues.

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In response to a question by Commissioner Mitrecic, Mr. Hamilton confirmed that representatives from Delmarva Power have been involved in project discussions for the transmitter site at Mystic Harbour from the beginning of that portion of the project. Commissioner Mitrecic expressed frustration with County coordination of the power issues at that site and was surprised to find out just recently that the equipment was not operational.

In response to a question by Commissioner Bunting, Mr. Hamilton stated that the tower has been erected at the Mystic Harbour site, and the transmitter should be delivered, installed, and tied in with other County sites by late August to allow Harris to complete the required testing in September 2018. Commissioner Bunting asked County staff and Harris representatives if bringing the Mystic Harbour site online would resolve interference issues. Mr. Kirwick stated tropospheric issues are difficult to resolve, so he could not guarantee that once the Mystic site was online and the entire radio system operational that interference would no longer be an issue. However, he guaranteed that Harris representatives would work with the County to identify solutions; though, such solutions may exceed the scope of the proposal between the County and Harris, thus resulting in additional County funding to implement.

In response to a comment by Commissioner Church, Mr. Kirwick confirmed that interference issues, like those that plagued Worcester County in June, and prior to last month Harris did not have the equipment available to predict such issues. Therefore, the interference could not be identified until the bulk of the system, except the Mystic Harbour site, was up and running.

With regard to staff's recommendation to bring a consultant on board before the Mystic Harbour site is operational, Commissioner Bunting questioned why issues that Harris Corporation is contractually obligated to address are included in the FE proposal. He suggested eliminating issues that Harris is contractually obligated to resolve from the FE proposal to reduce the cost of consulting services and limit FE's scope of work to developing solutions to the radio interference problem. Mr. Bosco stated that FE's proposal may seem wide ranging, but that it was designed that way to address all issues, from weather to contractual issues with Harris. FE will act as the County's trusted advisor, with 35 years of experience in radio projects like this one. He stated that FE is currently working with the City of Los Angeles, California to build a \$655 million radio system project, and while there are a multitude of small issues that come up, interference is not one of them, nor can any of the parties involved afford for interference to be an issue. He stated that FE can provide insight and modeling that will allow the County to make the business decisions necessary to correct interference and other radio system issues.

In response to questions by Commissioner Elder, Mr. Hamilton advised that signals at remote sites are being tested throughout the County, as part of a coverage acceptance test plan. Mr. Webster advised that changes in construction standards make it difficult or impossible to obtain a radio signal within certain buildings, but in those cases, equipment can be installed to extend or boost the signals. Commissioner Elder asked Mr. Bosco to explain the benefit of hiring a consultant now instead of after the Mystic Harbour site is operational. Mr. Bosco stated that FE utilizes a commercial version of the software program used by the Federal Aviation Administration (FAA) and the United States armed forces to consider all factors and predict how the Worcester County radio system will work even before the sixth site is operational.

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In response to a question by Commissioner Lockfaw, Mr. Bosco stated that FE cannot guarantee or accept ultimate responsibility for making the County's \$5.4-million radio system project work; however, FE has completed numerous projects and never failed to find a workable solution to resolve the issues that have occurred. Furthermore, he guaranteed that FE will provide solutions that can be implemented to address the issues and guarantee that FE's work meets industry standards. In response to a question by Commissioner Mitrecic, Mr. Bosco urged the Commissioners to call FE's references and ask whether the recommendations given to them by FE were practical and solved their problems. He stated that FE has worked with hundreds of companies during the past 35 years, and they have the tools to identify problems, even before a system is up and running, and develop solutions.

In response to a question by Commissioner Bertino, Mr. Hamilton advised that the County has 10 radio channels, which were allocated based on actual usage. Mr. Nelson advised that in order to get additional 800 MHZ frequencies, the County must be able to justify the licensing of them by the Federal Communications Commission (FCC) based on usage.

In response to a question by Commissioner Church, Mr. Bosco stated that interference issues are weather dependent and historically occur at around the same time each year.

In response to a question by Commissioner Purnell, Assistant Chief Administrative Officer Kelly Shannahan advised that the County purchased the microwave equipment to be installed at the Mystic Harbour site directly from the vendor, Eastern Communications, as a cost-saving measure recommended by Harris.

Commissioner Bertino recognized Ocean Pines Volunteer Fire Department (OPVFD) President Billy Bounds and Chief Steve Grunewald, both of whom participated in the meeting with Harris representatives on June 26. Mr. Bounds stated that they had not received the demo radios of a different model that Harris representatives agreed to provide the fire companies following their June 26 meeting. Furthermore, the OPVFD has experienced one to two interference issues since receiving the online reporting tool last week, and overall the OPVFD does not feel confident that the new radio system will work effectively in an emergency.

With regard to a question by Commissioner Bertino, Chief Administrative Officer Harold Higgins advised that staff could identify funds in the budget to cover the cost of the FE proposal.

Commissioner Lockfaw stated that he previously opposed hiring a consultant until after the Mystic Harbour site was up and running, but for the sake of public safety it is imperative to bring a consultant onboard now. Therefore, he made a motion to accept the proposal from FE on a time and materials basis at a maximum cost of \$77,265 to provide consulting services to help resolve public safety radio system interference and other related issues with the P25 radio system project through the completion of the 800 MHZ P25 Radio System Migration Project. Commissioner Church seconded the motion, stating that he hoped his fellow Commissioners would vote to accept the FE contract today, so that there would be no further delays in resolving these public safety issues.

Commissioner Bertino stated that the Commissioners should postpone taking any action on the proposal from FE until County staff can check their references. Commissioner Mitrecic stated concern that interference issues may place first responders in harm's way; therefore, he could support bringing the consultant onboard before the Mystic Harbour site is operational. However, he concurred that the County should check FE's references.

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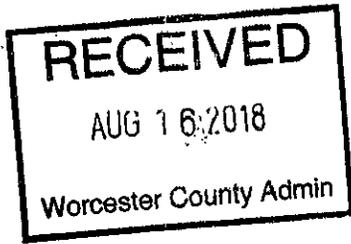
Commissioner Bunting stated that the Commissioners should not postpone hiring a consultant until the Mystic Harbour tower is online; however, he urged his fellow Commissioners to postpone voting on this matter until they meet the following week on August 7, 2018, to give staff an opportunity to contact FE's references. In response to a question by Commissioner Church, Mr. Bosco stated that FE offers a coverage workshop that can evaluate radio system operations now versus how it will work once the Mystic Harbour site is operational. He stated that the tower may or may not resolve the problem, but everyone involved in the project will know what's going to happen prior to it coming online. Mr. Bosco offered to conduct the Coverage Workshop for the County at no extra cost if the Commissioners accept their proposal. Mr. Ramsey stated that Harris uses a Raptor software program that they utilize to make coverage predictions before a system is built.

Commissioner Bertino stipulated that any contract between the County and FE should state that the consultants are to report directly to the Commissioners' Office.

Commissioner Purnell stated that the County should have hired a consultant at the start of the project, and in the interest of public safety she urged her fellow Commissioners to award the consulting contract to FE.

Following much discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Church voting in opposition, to table Commissioner Lockfaw's motion until they meet on August 7, 2018 to provide staff with an opportunity to review FE's references.

The Commissioners adjourned their work session to meet again on August 7, 2018.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

1

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Jo Ellen Bynum *JEB*
Date: 8/16/2018
Re: Housing Rehabilitation Bid Recommendation

A bid opening was held Monday, August 13 for a general rehabilitation and lead risk reduction project located in the Town of Snow Hill. Bids were received from three contractors as follows:

	Page
Colossal Contractors, Inc.- \$48,480 _____	3
J & G Maintenance & Repair, Inc. - \$21,950 _____	6
Earn Contractors, Inc.- \$32,000.00 _____	9

After reviewing the bids, it is my recommendation that the Commissioners accept the bid from J & G Maintenance and Repair, Inc. in the amount of \$21,950 as low bidder. This contractor has performed well for the program, including successfully completing several lead risk reduction projects to achieve certified lead clearance. A copy of the Competitive Bid Worksheet and the bid from J & G are attached for your review.

1

Competitive Bid Worksheet

Item: Housing Rehabilitation Project with Lead Abatement

Jahn Property - 109 N. Bay Street, Snow Hill

Bid Deadline/Opening Date: 1:00 P.M., Monday, August 13, 2018

Bids Received by deadline = 3

Contractor's Submitting Bids

Jahn Property - Snow Hill

Total Quote

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

\$ 48,480

J & G Maintenance & Repair
10446 Dinges Road
Berlin, MD 21811

\$ 21,950

Earn Contractors, Inc.
442 E. Diamond Avenue
Gaithersburg, MD 20877

\$ 32,000



Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

www.colossalcontractors.com

ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT www.co.worcester.md.us

BID FORM

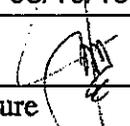
***must be signed to be valid**

**Property of Paul & Jennifer Jahn
109 N. Bay Street
Snow Hill, MD 21863**

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote : \$ 48,480.00

Date: 08/10/18

Signature 

4601 Sandy Spring Rd.

Address Line 1

Burtonsville, MD 20866

Address Line 2

Colossal Contractors, Inc.

Company Name

Juan R. Navarro, President

Typed or Printed Name

301-476-9060

Phone Number(s)

122805

MHIC #

7141

MDE Cert. #

NAT-66617-2

EPA Lead RRP Cert. #

08/09/20

Exp. Date

06/26/19

Exp. Date

07/09/20

Exp. Date

Paul & Jennifer Jahn
04/23/18
109 N. Bay Street
Snow Hill, MD 21863
443-497-2385

SCOPE OF WORK

A: DEMOLITION (Non lead components):

1. Remove partial gutters
2. Remove abandoned chimney below roof line, remove all brick and mortar from attic area.
3. Remove all layers of shingles, felt paper, and any existing drip edge.
4. Remove any water damaged wood plank roof sheathing that new plywood could not be nailed over.

PRICE: \$5,280.00

B: Roofing:

1. Install new 4'-0" x 8'-0" sheets of 7/16 inch OSB roof sheathing over existing wood plank roof sheathing.
2. Install minimum of 30 lb felt paper underlayment, with ice and water shield in all valleys, at all eaves over metal drip edge, and at all roof and wall junctions.
3. Install 30 year minimum warranty, fiberglass/asphalt architectural shingles, color choice by owner, nailed per current IRBC and manufacturer's nailing instructions with matching hip and ridge shingles.
4. Install roof ridge venting on main roof peaks per current IRBC requirements.
5. Install four (4) metal edge, no caulk plumbing boot flanges.
6. Flash remaining masonry chimney with aluminum, per IRBC requirements, letting the metal flashing into the brick. This counter flashing is to extend over new step flashing at chimney sides and at flat flashing front and back.
7. Install aluminum wall flashing as necessary at all wall/roof junctions.

PRICE: \$18,500.00

C. LEAD WORK

1. Demolition

- a. Remove only wood fascia and soffit damaged beyond repair. Existing soffit and fascia are positive for lead paint, use lead safe work practices.

LBP PRICE: \$5,500.00

2. Fascia and soffit repair and painting of fascia and soffit:

- a. Repair and retain as much existing soffit and fascia as possible as these are historic features of the home.
- b. Replace soffit and fascia damaged beyond repair with "in kind" new wood features that match the old in design, materials and appearance.
- c. Wet scrape all existing soffit and fascia remaining in place. Proper control, containment, and clean-up of the dripline soils shall be included as work progresses. Removal of existing

Paul & Jennifer Jahn
04/23/18
109 N. Bay Street
Snow Hill, MD 21863
443-497-2385

paint chips, paint debris, in the drip line and bare soil areas is necessary to pass post-renovation clearance of the house.

d. Caulk and prime and all new and existing fascia and soffit, finish with two coats exterior grade paint.

LBP PRICE: \$14,200.00

3. General Conditions LBP:

1. This project involves removal of lead components associated with roof repairs. The MHC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead Paint training for all workers on site.

2. This is an owner-occupied dwelling with two adults and three children in residence. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be outside during LBP activities.

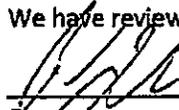
3. Use all applicable LBP training to perform the scope according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your Lead Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.

4. Post-renovation clearance on exterior repairs will be reviewed by Lead Risk Assessor. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the exterior Clearance Inspection. Initial costs of testing are covered by the program. Any subsequent clean-up and re-testing due clearance failure will be paid for by the contractor.

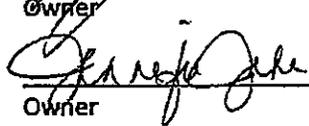
LBP PRICE: \$5,000.00

Total Project Price \$ 46,500.00

We have reviewed and hereby accept the above specifications as written.


Owner

6/27/18
Date


Owner

6/27/18
Date

ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT www.co.worcester.md.us

BID FORM

***must be signed to be valid**

**Property of Paul & Jennifer Jahn
109-N. Bay Street
Snow Hill, MD 21863**

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote : \$ 21950.00

Date: 8-12-18


Signature

10446 Dingies Rd Berlin MD
Address Line 1 21811

Address Line 2

J & G Maint. & Repair, Inc.

Company Name

John Bunting

Typed or Printed Name

410 726-1611

Phone Number(s)

42577

MHIC #

11-3-18

Exp. Date

6647

MDE Cert. #

12-12-19

Exp. Date

NAT-37372-2

EPA Lead RRP Cert. #

5-25-2020

Exp. Date

Paul & Jennifer Jahn
04/23/18
109 N. Bay Street
Snow Hill, MD 21863
443-497-2385

SCOPE OF WORK

A: DEMOLITION (Non lead components):

1. Remove partial gutters
2. Remove abandoned chimney below roof line, remove all brick and mortar from attic area.
3. Remove all layers of shingles, felt paper, and any existing drip edge.
4. Remove any water damaged wood plank roof sheathing that new plywood could not be nailed over.

PRICE: 2,500.00

B: Roofing:

1. Install new 4'-0" x 8'-0" sheets of 7/16 inch OSB roof sheathing over existing wood plank roof sheathing.
2. Install minimum of 30 lb felt paper underlayment, with ice and water shield in all valleys, at all eaves over metal drip edge, and at all roof and wall junctions.
3. Install 30 year minimum warranty, fiberglass/asphalt architectural shingles, color choice by owner, nailed per current IRBC and manufacturer's nailing instructions with matching hip and ridge shingles.
4. Install roof ridge venting on main roof peaks per current IRBC requirements.
5. Install four (4) metal edge, no caulk plumbing boot flanges.
6. Flash remaining masonry chimney with aluminum, per IRBC requirements, letting the metal flashing into the brick. This counter flashing is to extend over new step flashing at chimney sides and at flat flashing front and back.
7. Install aluminum wall flashing as necessary at all wall/roof junctions.

PRICE: 15,000.00

C. LEAD WORK

1. Demolition

- a. Remove only wood fascia and soffit damaged beyond repair. Existing soffit and fascia are positive for lead paint, use lead safe work practices.

LBP PRICE: 475.00

2. Fascia and soffit repair and painting of fascia and soffit:

- a. Repair and retain as much existing soffit and fascia as possible as these are historic features of the home.
- b. Replace soffit and fascia damaged beyond repair with "in kind" new wood features that match the old in design, materials and appearance.
- c. Wet scrape all existing soffit and fascia remaining in place. Proper control, containment, and clean-up of the dripline soils shall be included as work progresses. Removal of existing

Paul & Jennifer Jahn
04/23/18
109 N. Bay Street
Snow Hill, MD 21863
443-497-2385

paint chips, paint debris, in the drip line and bare soil areas is necessary to pass post-renovation clearance of the house.

- d. Caulk and prime and all new and existing fascia and soffit, finish with two coats exterior grade paint.

LBP PRICE: 3500.00

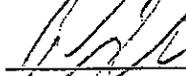
3. General Conditions LBP:

1. This project involves removal of lead components associated with roof repairs. The MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead Paint training for all workers on site.
2. This is an owner-occupied dwelling with two adults and three children in residence. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be outside during LBP activities.
3. Use all applicable LBP training to perform the scope according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your Lead Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation clearance on exterior repairs will be reviewed by Lead Risk Assessor. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the exterior Clearance Inspection. Initial costs of testing are covered by the program. Any subsequent clean-up and re-testing due clearance failure will be paid for by the contractor.

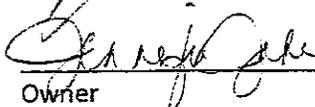
LBP PRICE: 475.00

Total Project Price \$ 31950.00

We have reviewed and hereby accept the above specifications as written.



Owner Date 6/27/18



Owner Date 6/27/18



EARN
Contractors, INC.

Phone: 301-740-3880

Fax: 301-740-3881

E-mail: info@earncontractors.com

ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT www.co.worcester.md.us

BID FORM

***must be signed to be valid**

**Property of Paul & Jennifer Jahn
109 N. Bay Street
Snow Hill, MD 21863**

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote : \$ 32,000.00

Date: 08/13/2018

Signature

442 East Diamond Avenue , Gaithersburg,MD 20877

Address Line 1

Address Line 2

E.A.R.N Contractors, Inc

Company Name

Rafael S. Navarro

Typed or Printed Name

301.740.3880

Phone Number(s)

125472

MHIC #

14129

MDE Cert. #

NAT - 75894-2

EPA Lead RRP Cert. #

10/19/2019

Exp. Date

08/08/2019

Exp. Date

09/08/2020

Exp. Date

Paul & Jennifer Jahn
04/23/18
109 N. Bay Street
Snow Hill, MD 21863
443-497-2385

SCOPE OF WORK

A: DEMOLITION (Non lead components):

1. Remove partial gutters
2. Remove abandoned chimney below roof line, remove all brick and mortar from attic area.
3. Remove all layers of shingles, felt paper, and any existing drip edge.
4. Remove any water damaged wood plank roof sheathing that new plywood could not be nailed over.

PRICE: \$3,500.00

B: Roofing:

1. Install new 4'-0" x 8'-0" sheets of 7/16 inch OSB roof sheathing over existing wood plank roof sheathing.
2. Install minimum of 30 lb felt paper underlayment, with ice and water shield in all valleys, at all eaves over metal drip edge, and at all roof and wall junctions.
3. Install 30 year minimum warranty, fiberglass/asphalt architectural shingles, color choice by owner, nailed per current IRBC and manufacturer's nailing instructions with matching hip and ridge shingles.
4. Install roof ridge venting on main roof peaks per current IRBC requirements.
5. Install four (4) metal edge, no caulk plumbing boot flanges.
6. Flash remaining masonry chimney with aluminum, per IRBC requirements, letting the metal flashing into the brick. This counter flashing is to extend over new step flashing at chimney sides and at flat flashing front and back.
7. Install aluminum wall flashing as necessary at all wall/roof junctions.

PRICE: \$16,000.00

C. LEAD WORK

1. Demolition

- a. Remove only wood fascia and soffit damaged beyond repair. Existing soffit and fascia are positive for lead paint, use lead safe work practices.

LBP PRICE: \$2,500.00

2. Fascia and soffit repair and painting of fascia and soffit:

- a. Repair and retain as much existing soffit and fascia as possible as these are historic features of the home.
- b. Replace soffit and fascia damaged beyond repair with "in kind" new wood features that match the old in design, materials and appearance.
- c. Wet scrape all existing soffit and fascia remaining in place. Proper control, containment, and clean-up of the dripline soils shall be included as work progresses. Removal of existing

Paul & Jennifer Jahn
04/23/18
109 N. Bay Street
Snow Hill, MD 21863
443-497-2385

paint chips, paint debris, in the drip line and bare soil areas is necessary to pass post-renovation clearance of the house.

d. Caulk and prime and all new and existing fascia and soffit, finish with two coats exterior grade paint.

LBP PRICE: \$9,500.00

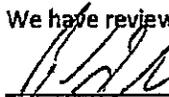
3. General Conditions LBP:

1. This project involves removal of lead components associated with roof repairs. The MHC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead Paint training for all workers on site.
2. This is an owner-occupied dwelling with two adults and three children in residence. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be outside during LBP activities.
3. Use all applicable LBP training to perform the scope according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your Lead Warning signs, HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation clearance on exterior repairs will be reviewed by Lead Risk Assessor. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the exterior Clearance Inspection. Initial costs of testing are covered by the program. Any subsequent clean-up and re-testing due clearance failure will be paid for by the contractor.

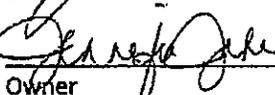
LBP PRICE: _____

Total Project Price \$ 32,000.00

We have reviewed and hereby accept the above specifications as written.


Owner

6/23/18
Date


Owner

6/27/18
Date



2

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 MAUREEN F.L. HOWARTH
 COUNTY ATTORNEY

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

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
 21863-1195

August 13, 2018

TO: Worcester County Commissioners
 FROM: Kim Reynolds, Senior Budget Accountant *Kim Reynolds*
 RE: West Ocean City Boat Slip Bids 2018 to 2020

The bids for the West Ocean City Boat Slips were opened on August 13, 2018. Out of the available 8 slips, 12 bids were received which I have reviewed. I would recommend that subject to proof of liability insurance, the following high bidders be awarded a two-year lease effective September 23, 2018 through September 22, 2020.

100' slips:

Page

H. Drexel Harrington, 'Tiki XIV, Inc'	\$ 11,220.00	3
Jeffrey Eutsler, 'Tony & Jan'	10,001.99	4
Kerry Harrington, 'Integrity/Delphinus'	8,401.00	5

75' slips:

Samuel A. Martin, 'Martin Fish Co. LLC, FV Second Wind'	8,700.00	6
Samuel A. Martin, 'Martin Fish Co. LLC, FV Atlantic Girl'	8,600.00	7
David Trader, 'Valerie Marie'	8,000.00	8
Earl R. Gwin, 'Skilligalee, Inc.'	6,500.00	9
James Hahn, 'Allison'	6,201.00	10
TOTAL TWO YEAR RENT	\$67,623.99	

Bid Specifications _____ 15

I would like to recommend that the Commissioners accept the bids listed above. I am available if you have any questions.

Competitive Bid Worksheet

Item: Commercial Boat Slip Leases - West Ocean City Harbor

Bid Deadline/Opening Date: 1:00 P.M., August 13, 2018

Bids Received by deadline = 12

<u>Vendor's Submitting Bids</u>	<u>100-foot slip (3)</u>	<u>75-foot slip (5)</u>
Samuel A. Martin - Atlantic Girl Martin Fish Company, LLC - (1) 12929 Harbor Road Ocean City, MD 21842	_____	\$8,600 - 2
Samuel A. Martin - 2nd Wind Martin Fish Company, LLC - (2) 12929 Harbor Road Ocean City, MD 21842	_____	\$8,700 - 1
H. Drexel Harrington (Stormy) 12928 Swordfish Drive Tiki XIV Ocean City, MD 21842	\$11,220 - 1	_____
Andy Jackson Rita Diane 8661 Langmaid Road Newark, MD 21841	_____	\$2,500
Tony and Jan Tony & Jan 12412 Blueberry Road Jeffery S. Eutsler Whaleyville, MD 21872	\$10,001.99 - 2	_____
Chester Townsend, IV - FV Andrew G, Inc. 32523 Falling Point Rd Dagsboro, DE 19939	_____	\$6,000
David Trader Valerie Marie 8520 Newark Road Newark, MD 21841	_____	\$8,000 - 3
Karl Otto OSea Prowler 14 Windsor Road Wilmington, DE 19809	_____	\$5,550
Kerry Harrington - (1) Integrity Delphinus	_____	\$7,410 Accepted loc slip
Kerry Harrington - (2) Integrity Delphinus	\$8,401 - 3	_____
Earl R. Gwin, Jr. (Sonny) 10448 Azalea Road, Skelligalee Berlin, MD 21811	_____	\$6,500 - 4
James Hahn Allison 5527 Indian Town Road Rhodesdale, MD 21859	_____	\$6,201 - 5

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ 11,220.00
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ 5,610.00
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ 5,610.00
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ 1,122.00

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Shark Fishing Longline
Deep Water Commercial Trawl

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Tiki XIV</u>	USCG Doc. Number: <u>512432</u>
Owner: <u>W Drexel Harrington (Stormy)</u>	Length: <u>71.8</u>
Vessel Description: <u>W/G TRIM TRAWLER, Longline</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ 8,401
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ 4,200.5
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ 4,200.5
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ 840.1

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: For Fishing/longliner

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>INTEGRITY/DELPHINUS</u>	USCG Doc. Number: <u>MD9128BD</u>
Owner: <u>KERRY F HARRINGTON</u>	Length: <u>42/55</u>
Vessel Description: <u>BLUE HULL WHITE HOUSE TRAP BOAT/RED HULL LONGLINER</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below)	\$ <u>8700</u>
Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease	\$ <u>4350</u>
Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease	\$ <u>4350</u>
Deposit (10% of total Bid, will be applied to Rent Payment 2)	\$ <u>870</u>

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: COMMERCIAL FISHING

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>SECOND WIND</u>	USCG Doc. Number:
Owner: <u>FV SECOND WIND LLC</u>	Length: <u>63.1</u>
Vessel Description: <u>FISHING TRAWLER</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below)	\$ <u>8600</u>
Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease	\$ <u>4300</u>
Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease	\$ <u>4300</u>
Deposit (10% of total Bid, will be applied to Rent Payment 2)	\$ <u>860</u>

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: COMMERCIAL FISHING

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>ATLANTIC BILL</u>	USCG Doc. Number: <u>679524</u>
Owner: <u>EDGAL SEAFOOD PRODUCTS INC</u>	Length: <u>65'</u>
Vessel Description: <u>FISHING TRAWLER</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ 8,000.00
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ _____
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ _____
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ 800.00

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Fishing MD Lic. 7065

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Valerie Marie</u>	USCG Doc. Number: <u>247532</u>
Owner: <u>David Trades</u>	Length: <u>65 FT</u>
Vessel Description: <u>Commercial Fishing</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below)	\$ <u>6,500.00</u>
Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease	\$ <u>3,250.00</u>
Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease	\$ <u>3,250.00</u>
Deposit (10% of total Bid, will be applied to Rent Payment 2)	\$ <u>650.00</u>

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: lobster Joanna CRAB

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>SKILLSALEC</u>	USCG Doc. Number: <u>559582</u>
Owner: <u>EARL R GWIN JR.</u>	Length: <u>50'</u>
Vessel Description: <u>50 MAIN built Lobster Boat</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ 6201.00
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ 3100.50
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ 3100.50
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ 620.10

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Allison</u>	USCG Doc. Number: <u>MO 6267BLW</u>
Owner: <u>James Hehn</u>	Length: <u>43</u>
Vessel Description: <u>43 Dannel</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ 6,000.00
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ 3,000.00
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ 3,000.00
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ 600.00

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: lobster/seafood putting

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>Andrew G</u>	USCG Doc. Number: <u>DL 39854</u>
Owner: <u>Chester Townsend IV</u>	Length: <u>42'</u>
Vessel Description: <u>Cabin Forward, Fiberglass work boat</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

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West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below)	\$ <u>2,500.00</u>
Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease	\$ <u>1,250.00</u>
Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease	\$ <u>1,250.00</u>
Deposit (10% of total Bid, will be applied to Rent Payment 2)	\$ <u>250.00</u>

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: Commercial Fishing

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>RITA DIANE</u>	USCG Doc. Number: <u>623192</u>
Owner: <u>ANDY JACKSON</u>	Length: <u>60'</u>
Vessel Description: <u>WHITE - GRAY</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

Bidder has read and agrees to all statements contained herein as well as the Instructions to

West Ocean City Harbor Boat Slip Bid

Accepted
100-foot slip

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ 7,440
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ 3,720
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ 3,720
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ 744

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: POT FISHING/LONGLINERS-NET

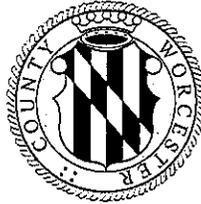
The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name: <u>INTEGRITY / DELPHINUS</u>	USCG Doc. Number: <u>MD 91288D</u> <u>671174</u>
Owner: <u>KERRY F HARRINGTON</u>	Length: <u>42/55</u>
Vessel Description: <u>Blue Hull White House Trap Boat / RED Hull Longliner</u>	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

COMMISSIONERS
DIANA PURNELL, PRESIDENT
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MADISON J. BUNTING, JR.
JAMES C. CHURCH
MERRILL W. LOCKFAW, JR.
JOSEPH M. MITRECIC

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 3, 2018

FAXED
7/3/18 @ 3:55 PM

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/ Ocean Pines Independent and Ocean City Digest/Ocean City Today* on July 26, 2018 and August 2, 2018.

ATTENTION COMMERCIAL FISHERMEN, CLAMMERS, LOBSTERMEN AND WATERMEN

Request for Bids **West Ocean City Commercial Boat Slip Leases** **Worcester County, Maryland**

NOTICE IS HEREBY GIVEN that the County Commissioners of Worcester County, Maryland, pursuant to Section 4-405 (West Ocean City Harbor) of the County Government Article of the Code of Public Local Laws of Worcester County, will accept sealed bids for three (3) 100-foot and five (5) 75-foot dock spaces in the commercial section of the County owned portion of the West Ocean City Harbor for a period commencing September 23, 2018 and expiring September 22, 2020. All bidders must be a bona fide commercial fishermen as defined in said ordinance and will be required to certify that they will operate a bona fide commercial fishing operation from the West Ocean City Harbor and will use the dock space at least 270 days per lease year. All bids must be in writing, upon forms provided by the Office of the County Commissioners, Government Center - Room 1103, One West Market Street, Snow Hill, Maryland 21863 which may be obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bid proposals will be accepted until 1:00 p.m., Monday, August 13, 2018** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. All bids must be accompanied by a refundable bid deposit of 10% of the total bid, which will be applied to the second year rent payment. Envelopes shall be marked "**West Ocean City Boat Slip Bid - _____-Foot Slip**" in the lower left-hand corner, with the slip size designated. After opening, bids will be forwarded to the Budget Accountant for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering any factors they deem appropriate. All inquiries should be directed to Kim Reynolds, Budget Accountant, at (410) 632-1194.

WORCESTER COUNTY COMMISSIONERS
West Ocean City Harbor Boat Slips
Instructions to Bidders

Sealed Bids will be accepted for three (3) 100-foot and five (5) 75-foot boat slips. The two-year lease period begins September 23, 2018 and ends September 22, 2020.

All bids will be accepted until 1:00 p.m., Monday, August 13, 2018 in the Office of the County Commissioners at which time they will be opened and publicly read aloud.

Tie bids will be resolved by a coin toss. The highest bidder for each slip size will be given preference as to slip number. Each bidder may only be awarded one slip for the lease period, no other bids will be considered from a successful bidder. The County Commissioners of Worcester County will make all determinations as to whether or not a bidder is a bona fide commercial fisherman. The County Commissioners will notify all successful bidders in writing following bid approval. Deposits of unsuccessful bidders will be refunded at such time as all dock license agreements have been executed. The deposit of the successful bidder will be credited toward the second year's rent payment.

All bidders must:

1. Certify s/he is a bonafide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405;
2. Be the sole owner of a commercial fishing vessel or own at least fifty percent (50%) of the stock or partnership which owns such vessel;
3. Operate from the West Ocean City Harbor;
4. Use the dock space for commercial fishing for at least 270 days of each lease year;
5. Provide proof of liability and pollution insurance upon bid approval;
6. Complete and return the enclosed bid form to the Office of the County Commissioners, One West Market Street, Government Center – Room 1103, Snow Hill, MD 21863;
7. Submit the bid form in the sealed envelope and appearing on the exterior of the envelope list the Name of the bidder, "West Ocean City Boat Slip Bid", and size of space bid (100' or 75') by 1:00 p.m. on August 13, 2018;
8. Include a ten percent (10%) bid deposit with each bid. If you are awarded a slip, the deposit will be applied to your second year's rent payment;
9. 3rd Party Vessel Registration forms (for vessels tied up more than 7 days) must be forwarded to County Commissioners office for approval and copy of fees paid to Licensee; and
10. No more than two (2) boats shall use dock space at any one time.

The Commissioners of Worcester County reserve the right to reject any and all bids and/or waive any formalities, informalities and technicalities therein. All inquiries should be directed to Kim Reynolds, Budget Accountant at (410) 632-1194.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ _____
 Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ _____
 Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ _____
 Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ _____

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: _____

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name:	USCG Doc. Number:
Owner:	Length:
Vessel Description:	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: _____ Date: _____

Print Name: _____

Address: _____

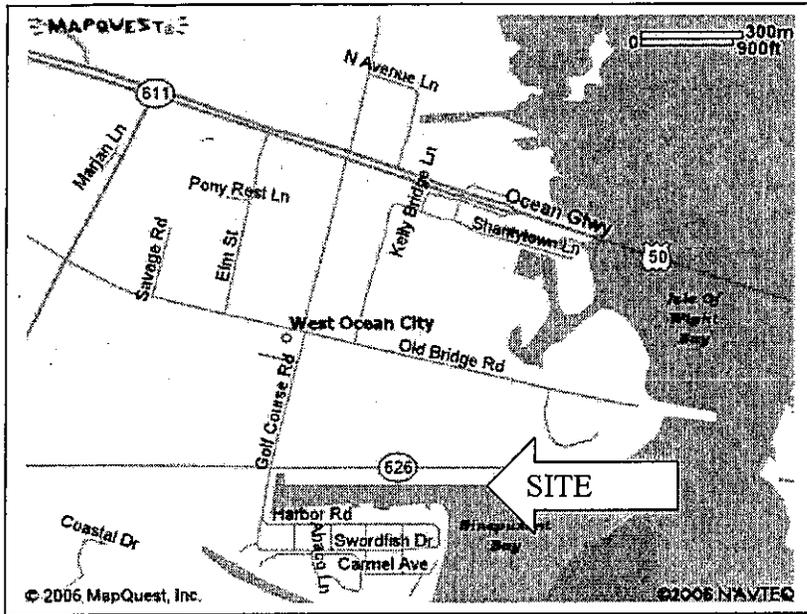
Telephone Number(s): (Cell) _____ (home) _____

Email address: _____

Vehicle Make _____ Model _____ License Plate No. _____

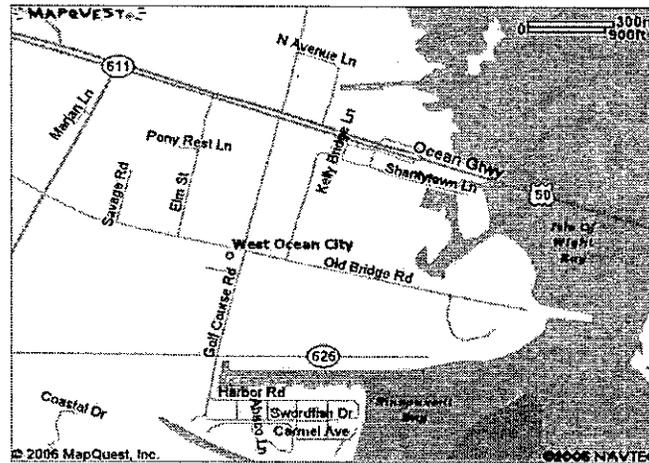
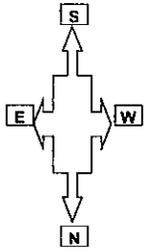
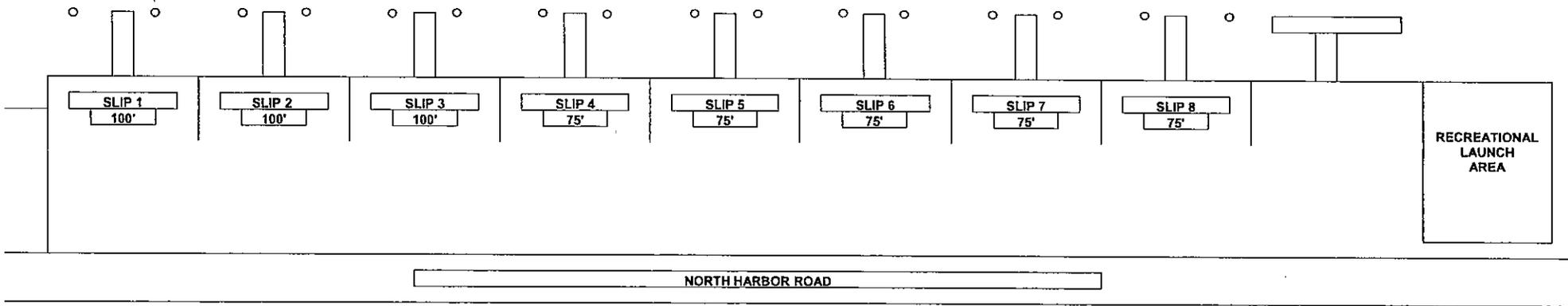
EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: _____

Contact Name: _____



VICINITY MAP

WEST OCEAN CITY HARBOR



LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this ____ day of _____, in the year two thousand and sixteen, by and between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as "Commissioners" _____, of _____, respectfully hereinafter referred to as "Licensee", witnesseth:

IN CONSIDERATION of the mutual covenants contained herein and the license fee reserved hereunder, the parties hereto do hereby covenant and agree as follows:

1. Commissioners do hereby grant an exclusive License unto Licensee for the use and occupancy of Slip No. ____ (dock space), said space being ____ feet in length and running along the bulkhead in a generally east-west direction and more particularly shown on a plat entitled "Worcester County Boat Slip Layout at West Ocean City Harbor" filed among the land records of the County Commissioners, and as designated upon the ground at such dock space, for a term of two (2) years commencing the date herefrom upon terms and conditions more particularly described.

2. The license fee reserved hereunder and payable by Licensee shall be in two rent payments. **Rent Payment 1 shall be _____ dollars and _____ cents (\$ _____) due on _____.** **Rent Payment 2 shall be _____ dollars and _____ cents less the 10% deposit of (\$ _____) and due on _____.**

3. This Licensee shall be cancelable upon thirty (30) days notice by Commissioners to Licensee and upon ninety (90) days notice by Licensee to Commissioners. In the event of cancellation, the license fee paid hereunder shall be rebated to Licensee on a per diem basis for the unused term of said License.

4. Commissioners agree to post a sign along bulkhead indicating the existence of this License and warning others of its issuance and exclusive nature.

5. Licensee shall be permitted to tie boats abreast within the dock space, provided, however, that no boat or portion thereof shall extend more than forty-five (45) feet channel ward from the tie pilings on the southerly side of the dock space. **NO MORE THAN TWO BOATS** shall use any one dock space at any one time. No boat shall be moored inboard or North of the mooring piles. This will be strictly enforced and may include immediate termination of this License Agreement.

Initial

6. Subject to all provisions hereof, including the restriction of **“no more than two boats shall use any one dock space at any one time”**, Licensee may allow third parties to tie boats on a regular or transient basis within his dock space, provided, however, that any charge made by Licensee to any third party for such privilege shall not exceed a proportionate share of the license fee reserved hereunder on a space used per diem basis. All boats using the dock space shall be registered with the Commissioners upon forms provided by Commissioners and shall be identified by such information as such forms may require, provided that vessels tying up for a period of time less than seven (7) days need not be registered.

Initial

7. Licensee shall maintain his dock space and bulkhead adjacent thereto in a clean, neat, and orderly manner.

A. The Commissioners will provide a water hookup to the slip and the Licensee shall secure the water spigot to prevent use by the general public with a lock and key provided by Worcester County Department of Parks. Once the License Agreement is signed by the Commissioners, Licensee may contact the Parks Superintendent, at 6030 Public Landing Road, Snow Hill, Maryland 21863, (410)-632-2144, for the key and lock to secure the water spigot and return key and lock after lease expires.

B. The Commissioners will provide an electric hook-up to the slip and the Licensee shall be responsible for obtaining and promptly paying for any electric service from the utility company. If at any time the Licensee has a problem with the electric hook-up he shall immediately contact the aforesaid Parks Division for inspection and necessary repairs.

The water and electric hook-ups shall be properly used by the Licensee and repairs for any damage which is caused by misuse shall be charged to and paid for by the Licensee as an additional license fee which must be paid within 30 days after billing.

C. To assist in maintaining the dock space and bulkhead in a clean, neat and orderly manner, the Commissioners will provide twice annually a portable dumpster adjacent to the commercial docks for Licensee's and other commercial licensees' use.

8. Licensee shall not be permitted to store any materials, supplies, gasoline, paraphernalia, equipment or any other items on the bulkhead, catwalks or parking lot nor shall permit any such storage by any persons claiming under him/her. The dock space shall be used for the docking of bona fide commercial fishing vessels and for no other purpose. Pleasure craft, including pleasure craft for sport fishing or hire, shall not be permitted to be docked or in any way use the dock space. Licensee will in no way interfere with the use of any other dock space on which others hold licenses from the Commissioners or with the lawful use of the County boat ramp.

9. Vessel name and USCG DOC# to be docked at this space is as follows:

_____, #_____.

10. Licensee warrants and represents that he is a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and the owner of a commercial fishing vessel and further that he operates from the West Ocean City Harbor. During the term of this License, Licensee shall use the dock space herein described for the purposes as herein described for the purposes as herein set forth for at least 270 days for each year hereof.

11. Licensee shall comply with all County, State and Federal laws and regulations in the use of the dock space.

12. Commissioners shall have the right to cancel this License Agreement at any time during the term hereof because of illegality of performance, orders of court, injunctions or other litigation or related reasons including settlement of pending or threatened litigation. In such cases a rebate, pursuant to Paragraph 3, shall be applicable.

13. Licensee shall not, nor allow third parties using the dock space or persons under his/her control, to throw, discharge, dump or place any material, lubricants, sewage, trash, garbage, waste water, solid waste or any other objects or substances into the West Ocean City Harbor or the County public use small dumpster in the parking lot. **This small dumpster is for the use of the recreational boaters only.**

14. Licensee shall comply with all rules of use of the West Ocean City Harbor as are currently promulgated by the Commissioners and as may be promulgated in the future by the Commissioners.

15. Licensee hereby indemnifies and holds harmless the Commissioners against any and all liabilities, damages and other expenses including reasonable attorney's fees which may be imposed upon, incurred by or asserted against the Commissioners in connection herewith during the term hereof by reason of any of the following:

- (a) Any use or condition of the dock space or any activities carried thereon or adjacent thereof or along the bulkhead.
- (b) Any negligence on the part of the Licensee, his/her agents, contractors, licensees, employees or invitees.
- (c) Any personal injury or property damage occurring on or about the dock space or the adjacent bulkhead.
- (d) Any failure on the part of the Licensee to perform or comply with any covenant required hereunder.
- (e) This indemnification includes injuries and damage to the Licensee, his/her property, agents, contractors, licensees, employees and invitees.

16. It shall be the responsibility of Licensee to maintain his exclusive use of the dock space and the Commissioners incur no affirmative duty to see to the exclusive nature of this License to the extent that the Commissioners will only be responsible for the policing of the West Ocean City Harbor area in a governmental capacity as they are responsible in any other area of the County and will make no special efforts with regard to the enforcement of the exclusiveness of this Licensee and it shall be the responsibility of the Licensee to seek whatever legal redress may be necessary to enforce his/her rights hereunder as against third parties.

17. If the space becomes unusable by Act of God for more than seven (7) consecutive days, a rebate pursuant to Paragraph 3 shall be applicable.

18. Any notice under this Agreement must be in writing and must be served as follows:

(a) Notice to the Commissioners shall be delivered to the Office of the County Commissioners, Government Center-Room 1103, One West Market Street, Snow Hill, MD 21863, or such other place as the Commissioners may designate in writing to Licensee.

(b) Notices to Licensee shall be either:

(1) Mailed to the Licensee at the following address:

_____ or at such other address as Licensee may designate in writing pursuant hereto, or

(2) By the posting of such notice upon the bulkhead or piling adjacent to the dock space.

(c) Licensee shall provide to the Commissioners an emergency telephone number and email address so that he/she can be contacted immediately in case of an emergency. Licensee shall promptly notify the Commissioners of any change in the telephone number or email address.

(d) When Licensee is contacted by the Commissioners, he/she shall respond within 24 hours, otherwise, the Commissioners will take whatever action they deem necessary to correct any delinquencies or emergencies that have arisen.

_____ Initial

19. The bid of any present and/or past license holder or any other bidder who has violated terms of a prior license or §CG4-405 of the Code of Public Local Laws of Worcester County shall be rejected by the Commissioners for a two (2) year period. The bidder will have an opportunity to be heard by the Commissioners to have the rejection lifted for good cause shown.

20. This License is for a boat slip and access thereto only and not for any portion of the land adjacent to the boat slip. Any property of any type other than a licensed motor vehicle or such other property as may be permitted by the Commissioners may be removed by the Commissioners without notice to Licensee and Licensee hereby consents to hold harmless the Commissioners on account of such removal and shall pay to the Commissioners the reasonable costs incurred to remove and store or dispose of such property.

21. The Licensee shall maintain liability insurance in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and with such companies as Commissioners may approve and including pollution abatement insurance in the minimum amount of Eight Hundred Thousand Dollars (\$800,000.00), covering petroleum spills, pollution and cleanup for the period of the License Agreement and provide proof of such insurance to the Commissioners.

_____ Initial

22. This License Agreement may be terminated by the County Commissioners for breach hereof by Licensee.

AS WITNESS the hands and seals and/or corporate name of the parties hereto, the day and year first above written.

WITNESS:

Licensee

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND

By: _____

Harold L. Higgins
Chief Administrative Officer

Diana Purnell
President

**WORCESTER COUNTY COMMISSIONERS
WEST OCEAN CITY COMMERCIAL DOCK SPACE
3RD PARTY VESSEL REGISTRATION FORM
For Vessels tied up for more than 7 days**

License Agreement item #6 states:

Subject to all provisions hereof, **INCLUDING THE RESTRICTION OF "NO MORE THAN 2 BOATS SHALL USE ANY ONE DOCK SPACE AT ANY ONE TIME"**. Licensee may allow third parties to tie boats on a regular or transient basis within his dock space, provided, however, that any charge made by Licensee to any third party for such privilege shall not exceed a proportionate share of the license fee reserved hereunder on a space used per diem basis. All boats using the dock space shall be registered with the Commissioners upon forms provided by Commissioners and shall be identified by such information as such forms may require, provided that vessels tying up for a period of time less than seven (7) days need not be registered.

Licensee: _____ Slip # _____

3rd Party Vessel #1

Name of Vessel	
Vessel Length	
USCG DOC # of Vessel	Attach copy
Greater Atlantic Federal Fishing Permit #	Attach copy
Owner of Vessel	
Phone Number	
Address of Owner	
Email Address	
Vehicle Make / Model	
Vehicle License Plate Number	
Date of Docking	
Date of Departure	
Daily Fee Paid to Licensee	
Insurance Provider Name	Attach Certificate

The information hereon is certified to be true and correct

Licensee _____ Date _____

(Sign)

**Return this form to the County Commissioners of Worcester County, Maryland
Attention: Kim Reynolds, Budget Accountant, 1 West Market Street, Room 1103,
Government Center, Snow Hill, Maryland 21863**



Worcester County Jail

P.O. BOX 189
SNOW HILL, MARYLAND
21863
TEL: 410-632-1300
FAX: 410-632-3002

3

QUINTIN L. DENNIS
SECURITY

FULTON W. HOLLAND JR.
CLASSIFICATION

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

RE: Request for Worcester County Local Behavioral Health Authority Agreement

Dear Mr. Higgins,

I am submitting a request for approval to enter into an agreement with the Worcester County Local Behavioral Health Authority to continue to receive grant funds for behavioral programs for the inmate population. The program operates in unison between the Worcester County Health Department and the mental health program provided by Correct Care Solutions. Correct Care Solutions provides onsite mental health services for the inmate population, weekly video conference calls with patients conducted by the psychiatrist and access to the 24 hour on-call psychiatrist. The requirements are outlined in Attachment 1. The compensation for the grant is outlined in Attachment II of the packet and is not to exceed \$20,000 per fiscal year. Please contact me if you have any questions.

Sincerely,

[Handwritten signature]

Donna J. Bounds, Warden
Worcester County Jail

1a

**Worcester County Local Behavioral Health Authority
Agreement For
Maryland Community Criminal Justice Treatment
Program Services**

THIS AGREEMENT is made this twenty-sixth day of June, 2018 by and between Worcester County Local Behavioral Health Authority, a public authority of the State of Maryland, hereinafter called the LBHA, and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail, hereinafter called the Grantee, located at 5022 Joyner Road, Snow Hill, MD 21863, for the purpose of providing services under the Maryland Community Criminal Justice Treatment Program.

1 GENERAL CONDITIONS

The State of Maryland and/or Worcester County have imposed various general conditions upon this Agreement. These conditions are:

1.1 Reporting and Evaluation

The Grantee will maintain program statistical records and submit status reports as are required by the LBHA according to a schedule prescribed by and using the forms or formats provided by the LBHA and the State of Maryland.

The Grantee shall maintain program records and all pertinent information required by the LBHA and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted upon reasonable notice, or site at any reasonable time by State of Maryland personnel whose official duties require such review or meetings and such other persons as authorized by the LBHA.

1.2 Inspection of Premises

The Grantee agrees to permit authorized officials of the State of Maryland/LBHA to monitor/inspect, at reasonable times, its program and place of business, job site, or any other location, that is related to the performance of this Agreement.

1.3 Confidentiality

Neither Party shall use or disclose any confidential information which would identify a client of the services provided under this Agreement for any purpose not directly connected with administration of such services, except upon written consent of the other Party and the client or, if he be a minor, his responsible parent or guardian, unless the disclosure is required by court order, or for program monitoring by authorized State of Maryland or Worcester County agency.

A Business Associate Agreement governing the exchange of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of

1996, is attached hereto and made a part hereof.

1.4 Laws to be Observed

The Grantee shall keep fully informed of and comply with all Federal, State, and County laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed to carry out this Agreement, or which in any way otherwise affect or are applicable to the service or performance of this Grant for Services Agreement.

1.5 Licensure Requirements

The Grantee shall acquire and maintain as current all licenses and certifications appropriate to and necessary for the provision of services under this Agreement for Services. Failure or inability to acquire and maintain current licenses and certifications shall render this Agreement for Services null and void.

Where licensure/certification are required for the provision of services, the Grantee will, in performing the services include documentation for this Agreement of all necessary licenses/certifications.

1.6 Civil Rights, Americans with Disabilities Act, and Affirmative Action

The Grantee certifies that it will comply with the Civil Rights Act of 1964, Americans with Disabilities Act, section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, and Section 13-219 of the State Finance and Procurement article, Annotated Code of Maryland.

No individual shall on the ground of race, color, national origin, creed, sex, age, marital status, religion, ancestry, physical and/or mental disability shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination as part of the service or activities of the project provided by the Grantee. Nor shall such discrimination be practiced in the employment of personnel involved in such projects and/or services of the Grantee. The Grantee and all subcontractors shall post in conspicuous places, available to employees and applicants for employment or services, notices setting forth the provisions of this non-discrimination clause. The LBHA has established and will maintain "methods of administration" to assure that each program or activity for which it provides local financial assistance will be operated in accordance with the compliances. The Grantee agrees to cooperate fully with any efforts being made or monitored by the State of Maryland.

1.7 Prohibition of Sexual Harassment

The Grantee shall operate under this Agreement so that no employee or client is subjected to sexual harassment in the work place or in locations and situations otherwise associated with the performance of duties per the terms of this Agreement. Further, the Grantee shall include this clause, or a similar clause approved by the LBHA, in all subcontracts.

The Grantee has primary responsibility for enforcement of these provisions and for securing and maintaining the subcontractor's full compliance with both the letter and spirit of this clause.

1.8 Drug Free Work Place

The Grantee certifies that it will provide a drug free workplace by implementing the provisions at 29 CFR 98.630. The Grantee also agrees to maintain a list of places where the performance of work in connection with this Grant will take place. This list shall be available for review by the LBHA.

1.9 Non-Hiring of State or County Employees

For the purposes of this Grant, the Grantee shall not engage, on a paid full time or part time or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employment of Worcester County or the State of Maryland, except regularly retired employees, without the written consent or the public employer of such person.

1.10 Payment/Request for Funds

The Grantee will be paid pursuant to the terms and conditions outlined in Attachment II allowable costs and services rendered under this Agreement. The Grantee must submit a completed request for payment form to the LBHA in the format and according to the schedule specified by the LBHA.

In the event the contract is awarded after the start of a quarter, the request for payment shall be based on the prorated remaining time of the quarter.

1.11 Documents and Records

1.11.1 Maintenance of Fiscal Records and Audits

The Grantee shall maintain all fiscal records, audits, reports requested by the LBHA and all other documents relative to the performance of services under this contract. Separate accounting systems for Agreement funds will be established and maintained including disbursements, expenditures, and time sheets.

The Grantee shall adopt general accepted accounting procedures and practices and maintained books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs of any nature, expended in the performance of this Agreement. The Grantee and its subcontractors will make available such book, records, documents, and other evidence records for inspections, reviews or audits by the LBHA and/or State of Maryland at any reasonable time.

The Grantee shall collect statistical data of a fiscal nature on a regular basis and make fiscal, statistical reports and statements according to times prescribed by, and on forms furnished by the LBHA and/or State of Maryland. Failure to submit any report when due may result in suspension of funding until the report is received.

1.11.2 Maintenance of Services Records

The Grantee shall maintain all records and documents pertaining to its services under this Agreement for a period of five years from the date of final payment by the LBHA. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five-year period, the records and documents shall be maintained by the Grantee until completion

of action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

The LBHA may substitute copies made by microfilming, photocopying, or similar methods for the original records upon prior notification and approval.

1.11.3 Maintenance of records for non-expendable property

The Grantee shall maintain records for non-expendable property, purchased with Grant funds for a period of three years subsequent to the final disposition of this property. Similar terms with regard to maintenance of such records in the event of litigation, claim, negotiation, audit, or other action involving these records at the expiration of the three-year period as set forth in the above section shall be applicable to these records.

1.11.4 Access to records

The Grantee shall permit duly authorized representatives of the State of Maryland and the LBHA, at any reasonable time, the right of access to any records or documents of the Grantee, its subcontractors, or assignees which are pertinent to the services to be provided by the Grantee under this Agreement in order to make audit, examination, excerpts, and transcripts. The rights of access under this section shall not be limited to the required maintenance of records period set forth in the above section but shall last as long as the records and documents are maintained by the Grantee, its subcontractors, or assignees.

1.11.5 Rights in data

The LBHA may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data delivered under this Agreement except where such use may contravene Federal, State, or County guidelines on client confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the LBHA shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The Grantee hereby grants to the LBHA a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of and to authorize others so to do all data and materials now or hereafter covered by copyright; provided that with respect to data originated in the performance of this Agreement, such license shall be only to the extent that the Grantee has the right to grant such license without becoming liable to pay compensation to others because of such grant.

The Grantee shall exert all reasonable effort to advise the LBHA, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data compiled from work not composed or produced in the performance of this Agreement and not licensed under this clause.

The Grantee shall report to the LBHA, promptly and in written detail, each notice or claim of copyright infringement received by the Grantee with respect to all data delivered under this Agreement.

1.11.6 Publications

All published materials (written, visual, or audio) prepared in connection with this

Agreement shall carry a footnote acknowledging assistance received under this grant, and that the claimed findings and conclusions do not necessarily reflect the views of the State of Maryland and/or the LBHA. In addition, a copy of all publications must be furnished to the State of Maryland and the LBHA.

1.11.7 Audit or Examination Discoveries

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered upon examination or audit of records and documents pertinent to the performance of services under this Agreement, the Grantee is responsible for such expenditures and for making any necessary reparations to the LBHA.

1.12 Unexpended Funds

Any request for carryover of unexpended funds should be submitted to the LBHA at least 30 days in advance of the termination date of the Agreement to allow for LBHA/State of Maryland approval and processing. The approval or disapproval of any carry over will be stated by the LBHA and/or State (where applicable) in writing.

Unexpended funds may be reallocated to another Grantee or deducted from the next fiscal year's award to the original Grantee.

1.13 Insurance

The Grantee will perform services with the degree of skill and judgment, which is normally exercised by, recognized professionals with respect to services of a similar nature.

It is agreed that the Grantee shall be responsible for any loss, personal injury, deaths, and/or damages that may be done or suffered by any persons solely by reasons of the Grantee's service performance, negligence, or failure to perform any of the obligations which obligates him/her to perform. The Grantee hereby agrees to indemnify and save the State of Maryland harmless to the extent permitted by law from any loss, cost, damages and other expenses suffered or incurred by the State of Maryland solely by reason of the Grantee's negligence or failure to perform any of the said obligations. The Grantee shall take proper safety and health precautions to protect his work, his employees, the public and the property of others from any damages or injury resulting solely from the performance of his work described herein.

The State of Maryland shall not be liable for any injuries to the employees, agents or assignees of the Grantee arising out of or during the course of employment relating to this Grant.

The Grantee has in force or shall obtain, and will maintain insurance in not less than the following amounts during the performance of the services called for in this Agreement:

Workmen's Compensation Insurance - covering the Grantee's employees as required by Maryland law.

Comprehensive Bodily Injury and Property Damage Liability Insurance –

excluding automobiles owned or hired by the Grantee or loaned to the Grantee by the State of Maryland, with limits as follows:

Bodily Injury or Death:	\$250,000 each person \$500,000 each occurrence
Property Damage:	\$200,000 each person \$500,000 each occurrence
Professional Liability:	\$200,000 per claim/person \$500,000 each occurrence

The Grantee will furnish the State of Maryland/LBHA, Office of Risk Management, Certificates of Insurance which shall identify the State of Maryland/LBHA as the certificate holder and provide that the State of Maryland will be notified by the insurer at least (10) days prior to cancellation or material change of any such coverage.

1.14 Contract/Grant Modifications

The LBHA must approve, in writing, requested changes by the Grantee in project content, including fiscal and program changes. The following Agreement modifications will require the approval of the LBHA and be documented as an Agreement Amendment:

- (1) An increase in the total amount of Grant Funds.
- (2) An increase in any single approved budget line item (if any) as set forth in Attachment – II, Compensation.
- (3) A change in the cost sharing ratio.
- (4) A change in the project period and project year dates.
- (5) A change in Grantee's project.
- (6) A major change in Scope of Services or service delivery.

1.15 Grant Renewal

This Agreement shall be effective for the time period commencing on July 1, 2018 and ending on June 30, 2019 of the same fiscal year, unless otherwise agreed upon in writing. If funds are not appropriated or otherwise not made available to support continuation in any fiscal or calendar year the State of Maryland shall have the right to terminate this Grant and the Grantee is not entitled to recover any cost not incurred prior to termination.

1.16 Equipment

All expenditures from these grant funds shall be allowable under and in accordance with the DHMH/MDH Human Services Agreement Manual. When the contractor discontinues providing services described in the Attachment – I, Scope of Services, all equipment purchased through this contract will be returned to the Worcester County Health Department Local Behavioral Health Authority.

1.17 Termination of Grant

If the State of Maryland terminates this Grant for any of the aforementioned reasons, the State of Maryland will perform a final monitoring of the contract. Any money obligated under the Agreement (even if drawn down) but not needed to meet obligations incurred to the date of termination and in accordance with the approved budget, will be returned to the LBHA.

1.18 Submission of Program Reports

The Grantee shall submit to the LBHA quarterly expenditure and programmatic reports and an accumulative program report for the twelve (12) month period (July 1, 2018 through June 30, 2019). Reports submitted by the Grantee to the LBHA shall be conducted in compliance with a generally accepted reporting standard and as described in Attachment I of this Agreement. Failure to comply with this requirement could result in non-payment, which could lead to the termination of the Grant or consideration of renewal.

1.19 Submission of the Audit Report

The Grantee shall submit to the LBHA a completed report for Fiscal Year 2019 by January 31, 2020. The Grantee shall provide an annual certified financial audit report conducted by an independent accounting firm. Additionally, if the Grantee receives Federal Grant Funds, the Grantee must submit a compliance audit in accordance with the Single Audit Act of 1984, which is incorporated into this Agreement by reference. Failure to comply with these requirements shall result in termination of the Agreement.

1.20 Sub-Letting of Agreement

It is mutually understood and agreed that Grantee shall not assign, transfer, convey, sublet or otherwise dispose of his Agreement or his right, title or interest therein, or his power to execute such Agreement, to any other person, firm, or corporation, without the previous written consent of the LBHA, but in no case shall such consent relieve the Grantee from his obligations, or change the terms of the Agreement.

2 SCOPE OF SERVICES

The Grantee agrees to perform the services outlined in Attachment - I, Scope of Services, which is attached hereto and made a part hereof. The Scope of Services may be amended by mutual agreement or to meet the Conditions of Award as established by the Behavioral Health Administration.

3 COMPENSATION

The value of this grant is defined in Attachment – II, Compensation, which is attached hereto and made a part hereof. Payment is contingent upon availability of funding.

4 TERM

The initial term of this Agreement shall be the time period beginning on July 1,

2018 and ending on June 30, 2019.

5 TERMINATION

This Agreement shall not be terminated during its term without the mutual consent of the parties except that:

5.1 Termination for Insufficient Funds

If the present source of funding should be reduced or terminated, this grant shall automatically terminate at the option of the State of Maryland with verbal and written notice. If the State of Maryland/LBHA terminates this grant, the Grantee is not entitled to recover any costs not incurred prior to termination.

5.2 Termination for Default

If the Grantee fails to fulfill his/her obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State of Maryland/LBHA may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts of omission relied on as cause for termination. The State of Maryland shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the Agreement of damages caused by Grantee's breach. If the damages are more than the compensation payable to the Grantee, the Grantee will remain liable after termination and the State of Maryland can affirmatively collect damages.

5.3 Termination for Convenience

The performance of work under this Agreement may be terminated by the State of Maryland with sixty (60) days written notice in accordance with this clause in whole, or from time-time in part, whenever the LBHA shall determine that such termination is in the best interest of the State of Maryland.

The State of Maryland will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of the termination and all reasonable costs associated with termination of the Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

5.4 Breach

In the event that either party breached this Agreement resulting in damages to the other party, the principal remedy shall be the immediate termination of the Agreement, together with all other remedies set forth herein.

The waiver of either party of any breach of any provision of this Agreement of warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver or such right. All rights and remedies provided for herein are cumulative.

6 INDEMNIFICATION

The Grantee, shall indemnify and hold harmless the State of Maryland, its agent, officials, and employees, from any liability, damage, expense, cause of action, suits, claims, or judgments up to the amount of the Grantee's statutory limits of liability, as provided by law, arising from injury to persons, including death or personal injury or otherwise, which arises out of the acts, failures to act, to negligence of the Grantee, its agents and employees, in connection with or arising there from or incurred in connection therewith as it pertains to this Agreement, and if any judgment shall be rendered against the State of Maryland/LBHA in any such action, the Grantee shall at its own expense, satisfy and discharge same, up to the amount of the Grantee's statutory limits of liability, as provided by law.

7 INCLUSION OF ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to obligations and responsibilities to one another and contains all of the covenants and agreements between the parties.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

8 NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the LBHA and to Grantee at their respective places of business as designated from time to time by the parties.

9 LAW GOVERNING AGREEMENT

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

This contract is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreements Manual.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

FOR WORCESTER COUNTY HEALTH DEPARTMENT

WITNESS: _____ BY: _____
(Signature) (Date)
Rebecca L. Jones, R.N., B.S.N., M.S.N.
(Type Name)
Health Officer
(Title)

FOR WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

WITNESS: _____ BY: _____
(Signature) (Date)
Jessica Sexauer
(Type Name)
Director
(Title)

FOR COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS: _____ BY: _____
(Signature) (Date)
Diana Purnell
(Type Name)
President
(Title)

FOR WORCESTER COUNTY DETENTION CENTER

WITNESS: _____ BY: _____
(Signature) (Date)
Donna Bounds
(Type Name)
Warden
(Title)

Attachment – II **COMPENSATION**

Amount of Grant. The value of this grant is not to exceed \$20,000 in total direct costs for the fiscal year, commencing July 1, 2018 and ending June 30, 2019.

Payment Terms.

The grantee shall submit a request for reimbursement in the form of an invoice, accompanied by a DHMH/MDH 437 and a statement of budgeted and actual expenditures (DHMH/MDH 438), for each quarter of the fiscal year. The invoice shall be for actual allowable costs for goods or services rendered under the grant as defined in Attachment I – Scope of Services. The amount of the invoice may not exceed the actual costs to the grantee for the period covered by the invoice.

This invoice shall conform to State Standards and at minimum:

Every invoice should clearly show the name and address of the agency or agency being billed. The invoice must sufficiently describe the goods or services provided and for which reimbursement is sought, including the date that the goods or services were rendered and the date of invoice. Each invoice must contain the name, remittance address, and federal taxpayer identification number of the grantee or vendor providing the service.

With the statement of budgeted and actual expenditures submitted with each invoice, the grantee shall demonstrate expenditures in accordance with the submitted budget. The grantee shall demonstrate that all Maryland Community Criminal Justice Treatment Program grant monies are spent within the specified grant period.

Invoices for the first, second, and third quarters of the fiscal year may not be submitted until after the end of the quarter. An invoice for the fourth quarter must be submitted before the end of the fourth quarter. At the end of the fiscal year, the sum of the quarterly invoices may not exceed the value of the grant. In any quarter, if the actual costs exceed one-fourth of the total amount of the grant, the grantee may, but is not required to, submit an invoice for only one-fourth of the annual total.

If the initial monitoring visit requires the submission of a program improvement plan, payment will be withheld until the Local Behavioral Health Authority determines that the program improvement plan has been successfully completed.

Reduction or Withholding of Payment Due to Noncompliance or Failure to Provide Contracted Services:

The Local Behavioral Health Authority reserves the right to reduce and/or withhold payment of an invoice if the grantee has failed to comply in any material respect with Attachment I - Scope of Services. Compliance will be determined by the program monitor and will be documented in the program monitoring report. The provider will be notified in writing, within ten days of

receipt of the invoice, of the total amount withheld and the reason for the reduction and/or withholding of payment. If the provider is required to submit a program improvement plan (PIP), payment may be withheld until the LBHA has determined that the PIP has been successfully completed.

Payment is contingent upon availability of funding.

Initials _____

**WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY
ATTACHMENT – I
SCOPE OF SERVICES**

Report Date: _____

Provider: Worcester County Detention Center
 Monitor: Worcester County Local Behavioral Health Authority
 Contract Purpose: Maryland Community Criminal Justice Treatment Program
 Contracting Period: FY 2019

(6/21/18)

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
1. The WORCESTER COUNTY DETENTION CENTER shall identify individuals in the Detention Center who have serious mental illness.	Review monthly statistics Review client records Semi-annual Jail Mental Health Advisory Committee meeting	Monthly Annually, not later than June 30, 2019		
2. The WORCESTER COUNTY DETENTION CENTER shall provide appropriate mental health services to a minimum of 80 inmates.	Review monthly statistics Review client records	Monthly Annually, not later than June 30, 2019		
3. The WORCESTER COUNTY DETENTION CENTER shall provide psychiatric screening/ evaluation; medication therapy; short-term crisis intervention; and advocacy	Review monthly statistics Review client records Review staffing complement	Monthly Annually, not later than June 30, 2019		
4. The WORCESTER COUNTY DETENTION CENTER shall submit to the Worcester County Health Department Re-entry Coordinator, by the fifth (5 th) of each month, data including number of persons screened, assessed, treated, received crisis intervention services, released and number of referrals to community mental health providers. Additionally, the WORCESTER COUNTY DETENTION CENTER will submit quarterly reports to the LBHA, which will in turn submit to the Division of Special Populations, required by BHA.	Review monthly statistics	Monthly		

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REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
5. The WORCESTER COUNTY DETENTION CENTER shall ensure the education of detention center staff members, community mental health providers, and involved agencies to the needs of this population to include training in effective methods for working with identified individuals.	Review training curriculum Review attendee lists Review training evaluation forms	Annually, not later than June 30, 2019		
6. The WORCESTER COUNTY DETENTION CENTER shall employ a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner –Psychiatric Mental Health (CRNP-PMH) who shall determine the appropriateness of tele-psychiatric care.	Review monthly statistics Review client records	Monthly Annually, not later than June 30, 2019		
7. The WORCESTER COUNTY DETENTION CENTER shall submit to the Behavioral Health Administration’s Director of the Maryland Community Criminal Justice Treatment Program (MCCJTP) the evaluation tool used to determine the appropriateness for tele-psychiatry as a viable treatment method.	Review correspondence with BHA	Annually, not later than August 31, 2018		
8. When tele-psychiatry is not appropriate or prevented due to technical failure, the WORCESTER COUNTY DETENTION CENTER shall provide face-to-face psychiatric treatment by a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner –Psychiatric Mental Health (CRNP-PMH) as not to disrupt the treatment plan.	Review monthly statistics Review client records	Monthly Annually, not later than June 30, 2019		

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REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
<p>9. The WORCESTER COUNTY DETENTION CENTER shall assure that each inmate/patient's chart includes documentation that</p> <ul style="list-style-type: none"> a. The inmate was made aware of the tele-psychiatric services he/she was to receive and consent was obtained; b. Tele-psychiatry was appropriate clinical treatment for the individual inmate; c. Electronic transmission of the individual's session including any information that the individual fully complies with HIPAA regulations; d. That the session was absent of equipment, connectivity, and transmission failures; e. Inmate's response with tele-psychiatry <ul style="list-style-type: none"> 1) Negative responses to be explained in chart 	<p>Review monthly statistics Review client records</p>	<p>Monthly Annually, not later than June 30, 2019</p>		
<p>10. The WORCESTER COUNTY DETENTION CENTER shall employ a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner –Psychiatric Mental Health (CRNP-PMH) for a minimum of 2-4 hours a week to provide psychiatric treatment including:</p> <ul style="list-style-type: none"> a. Psychiatric assessment and treatment plan b. Medication management excluding the purchase of medication shall be provided per treatment plan c. Provide 24 hour on-call psychiatric consultation for 52 weeks as needed during emergencies as determined by the detention center. 	<p>Review monthly statistics Review client records</p>	<p>Monthly Annually, not later than June 30, 2019</p>		
<p>11. The WORCESTER COUNTY DETENTION CENTER shall employ a licensed mental health professional for a minimum of 10 hours per week to provide mental health screening, mental health assessment, individual and/or group therapy and short term crisis intervention.</p>	<p>Review monthly statistics Review client records</p>	<p>Monthly Annually, not later than June 30, 2019</p>		

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REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
12. A representative from the WORCESTER COUNTY DETENTION CENTER shall be an active participant on the local mental health advisory committee, which will meet a minimum of four times per year	Review the local mental health advisory committee meeting sign-in sheets and/or minutes. [The Local Behavioral Health Authority will maintain copies of the sign-in sheets and minutes.]	Annually, not later than June 30, 2019		
13. The WORCESTER COUNTY DETENTION CENTER shall have a protocol for complaints filed by or on behalf of a consumer, in accordance with COMAR 10.21.17.16. The WORCESTER COUNTY DETENTION CENTER is required to report to the LBHA any complaints received and their resolution on a periodic basis.	Review of Policies and Procedures. Examination of prominent display in accessible centralized location of the written description of the grievance procedure. Review of grievance reports filed with LBHA.	Annually, not later than June 30, 2019		
14. The WORCESTER COUNTY DETENTION CENTER shall submit an annual report, by July 15, 2019.	Review annual report	July 15, 2019		

Agency Representative(s)

Date

LBHA Program Monitor

Date

LBHA Director

Date

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Worcester County Health Department, a unit of the Maryland Department of Health (MDH) (herein referred to as "Covered Entity") and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and the HIPAA Omnibus Final Rule of 2013 (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOWHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail.

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean the Worcester County Health Department.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes , to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.

- N. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Maryland Community Criminal Justice Treatment Program, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH OF AGREEMENT

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.
- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Ramiek James, Esq.
 Privacy Officer and Compliance Analyst
 Maryland Department of Health
 Office of the Inspector General
 201 W. Preston Street, Floor 5
 Baltimore, MD 21201-2301
 Phone: (410) 767-5411

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: Worcester County Detention Center, 5022 Joyner Road
Snow Hill, MD 21863
 Attention: Donna Bounds, Warden
 Phone: 410-632-1300

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: _____

Name: Rebecca Jones, RN, BSN, MSN

Title: Worcester County Health Officer

Date: _____

BUSINESS ASSOCIATE:

By: _____

Name: Diana Purnell

Title: President, Worcester County Commissioners

Date: _____

By: _____

Name: Donna Bounds

Title: Warden, Worcester County Detention Center

Date: _____

EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between (Worcester County Health Department), a unit of the Maryland Department of Health (MDH),
and _____ (Business Associate).

Business Associate hereby notifies MDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____



4

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Rural Legacy Easement Agreement of Sale – Dividing Rural Legacy Area
Royer Properties
NE Side Nassawango Road, Snow Hill, MD
Map 63 Parcel 167, Total of 122.25 Acres
SW Side Creek Road, Snow Hill, MD
Map 62 Parcel 4, Total of 64.64 Acres

Date: August 13, 2018

Attached you will find a memorandum from Katherine Munson and conservation easement agreements of sale for the above referenced properties. These are conservation easements to encumber two properties. The first property consists of 122.25 acres located on the north east side of Nassawango Road, south west of Snow Hill, MD. The property, which consists of a single parcel with development rights, is proposed to be funded with approved FY 2018 Dividing Creek Rural Legacy (RLA) Grant funds. This property was listed and mapped as a top-five priority for conservation in the Dividing Creek RLA Grant application, is adjacent to lands already protected, and contains prime agricultural soils.

The second property consists of 64.64 acres located on the south west side of Creek Road, south west of Snow Hill, MD. The property, which consists of a single parcel with development rights, is proposed to be funded with approved FY 2018 Dividing Creek Rural Legacy (RLA) Grant funds. While this property was not listed and mapped as a priority for conservation in the Dividing Creek RLA Grant application, it is adjacent to lands already protected, it is a waterfront parcel, and does contain prime agricultural soils.

Two (2) before-and-after appraisals were completed for the valuation of these properties. Based on their findings, offers for the proposed easements were given to the owner. The owner accepted those offers, resulting in a per acre easement purchase payment of \$3,357.06/acre for the Creek

Citizens and Government Working Together

Road property, and \$1,746.42/acre for the Nasswango Road property. The County Attorney has reviewed these agreements of sale. All costs, including the county's administrative costs, will be reimbursed by the Rural Legacy Grant. There are restrictions for these properties. No subdivisions, no large animal operations (CAFOs), and no home construction on the Nassawango Road property will be allowed. Therefore, I respectfully recommend that the County Commissioners authorize President Purnell to sign the agreement where indicated.

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

Attachments

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: Dividing Creek Rural Legacy Area—Royer
Tax Map 63, Parcel 167; tax ID 07-768514; Nassawango Road; 122.25 acres
Tax Map 62, Parcel 4; tax ID 07-005091; SW side Creek Road; 64.64 acres

DATE: August 10, 2018

These projects are to be funded by FY18 Dividing Creek Rural Legacy Area funds. The attached agreements of sale have been reviewed by the County Attorney and signed by the landowners. Signature is required where indicated.

Both properties are owned by Regina and Jeffrey Royer. The properties are priority for conservation in the Dividing Creek RLA because they have subdivision potential, are adjacent to lands already protected, adjacent to the Nassawango Creek/Pocomoke River and contain prime agricultural soils. CAFOs of any kind will be disallowed on these properties. No subdivision will be allowed. No home construction will be allowed on the Nassawango Road property. A map showing the locations of these properties and aerial images are attached.

The summary sheets for the appraisals are attached.

Appraised easement values are as follows:

Nassawango Road property:

McCain: \$232,000

Lefort: \$195,000

Creek Road property:

McCain: \$233,000

Lefort: \$201,000

For each property, the landowner has agreed to accept the mean of the appraised values: \$213,500 and \$217,000 respectively.

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

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 64.64 +/- Acres Agricultural Farm
Southwest Side Creek Road (adjacent to #5219)
West of Nassawango Road
West of Snow Hill, Worcester Co, Maryland 21863

TAX MAP REFERENCE: Worcester Tax Map 62, Grid 5, Parcel 4 (ID #07-005091)

CENSUS TRACT: 9514

OWNER OF RECORD: Regina D. Royer & Jeffrey A. Royer

DEED REFERENCE: Liber 6997, Folio 494
PLAT OF RECORD: Plat Book 229, Folio 073

SITE SIZE: 64.64 +/- Acres (Per Deed and Assessment Data)
63.0 +/- Acres Tillable/Cleared (97.6%)
1.6 +/- Acres residual Woodlands (2.4%)

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Five (5) minor subdivision rights
RETAINED RIGHTS: One (1) Primary Residence right

FLOOD PLAIN MAP: FEMA Community Maps #24047C-0250-H; dated July 16, 2015, majority of property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Mixture of Compositions: Cedartown-Rosedale complex; Evesboro loamy sand; Sassafras sandy loam; Galestown loamy sand; Woodstown sandy loam

HIGHEST AND BEST USE:
(Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
(After Easement): Agricultural and Recreational Use with One Primary Residence allowed (including poultry house restriction)

EFFECTIVE DATE: June 8, 2018

DATE OF REPORT: July 10, 2018

VALUE CONCLUSIONS:

“AS IS” MARKET VALUE (BEFORE) - \$6,600 per Acre \$ 427,000

VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER) \$ 226,000
(Estimate of Unit Value) - \$3,500 per Acre

DIFFERENCE (Concluded Value to Easement): \$ 201,000
(Extracted Unit Value Conclusion) ~ \$3,109 per Acre

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	File No. CC13714
REPORT DATE:	April 20, 2018
LOCATION:	Parcel 4 <u>Creek Road</u> Snow Hill, Maryland 21863 Map 62 Parcel 4 Tax ID #07-005091
OWNER OF RECORD:	Regina & Jeffery Royer
LAND AREA:	Total - 64.64 acres (tax records & survey)
IMPROVEMENTS:	None
ZONING:	A-1 - Agricultural
CENSUS TRACT:	#9514.00
FLOOD MAP STATUS:	Zone AE - A Flood hazard area Map #24047C0250H Dated 7/16/2015
HIGHEST AND BEST USE BEFORE:	Agricultural use with Limited Future Residential Development
HIGHEST AND BEST USE AFTER:	One Primary Dwelling, Agriculture / Hunting
PROPERTY RIGHTS APPRAISED:	Fee Simple
OPINION OF VALUES:	
BEFORE VALUE:	\$440,000
AFTER VALUE:	\$207,000
VALUE OF EASEMENT/ DIFFERENCE:	\$233,000
EFFECTIVE DATE:	March 27, 2018
APPRAISERS:	William R. McCain, MAI, MBA F. Lee Gosnell

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	File No. CC13715
REPORT DATE:	July 16, 2018
LOCATION:	Parcel 167 <u>Nassawango Road</u> Snow Hill, Maryland 21863 Map 63 Parcel 167 Tax ID #07-768514
OWNER OF RECORD:	Regina & Jeffery Royer
LAND AREA:	Total - 122.25 acres (tax records & survey)
IMPROVEMENTS:	None
ZONING:	A-1 - Agricultural
CENSUS TRACT:	#9514.00
FLOOD MAP STATUS:	Zone AE - A Flood hazard area Map #24047C0245H Dated 7/16/2015
HIGHEST AND BEST USE BEFORE:	Agricultural use with Limited Future Residential Development
HIGHEST AND BEST USE AFTER:	Agriculture / Hunting
PROPERTY RIGHTS APPRAISED:	Fee Simple
OPINION OF VALUES:	
BEFORE VALUE:	\$550,000
AFTER VALUE:	\$318,000
VALUE OF EASEMENT/ DIFFERENCE:	\$232,000
EFFECTIVE DATE:	March 27, 2018
APPRAISERS:	William R. McCain, MAI, MBA F. Lee Gosnell

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 122.25 +/- Acres Agricultural Farm
East Side Nassawango Road (adjacent to #4714)
South of Nassawango Creek - West Side of Pocomoke River
West of Snow Hill, Worcester Co, Maryland 21863

TAX MAP REFERENCE: Tax Map 67, Grid 13, Parcel 167, Lot 3 - (ID #07-768514)

CENSUS TRACT: 9514

OWNER OF RECORD: Regina D. Royer & Jeffrey A. Royer

DEED REFERENCE: Liber 5961, Folio 435
PLAT OF RECORD: Plat Book 237, Folio 067

SITE SIZE: **122.25 +/- Acres (Per Deed and Assessment Data)**
57.0 +/- Acres Tillable/Cleared (46.6%)
30.0 +/- Acres Woodlands (24.5%)
35.0 +/- Acres residual Woodland/Wetlands (28.8%)

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District
RP; Resource Protection District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Two (2) residual minor subdivision rights

FLOOD PLAIN MAP: FEMA Community Maps #24047C-0250-H & 0245-H; dated July 16, 2015. majority of property lies within Zone X (Area of Minimal Flooding). Waterfront in Zone A and AE (Area of 100 Year Flood Risks)

SOIL CLASSIFICATIONS: Mixture of Compositions: Sassafras sandy loam; Cedartown-Rosedale complex; Evesboro loamy sand; Sassafras sandy loam; Additional pockets of Galestown, Woodstown, Fort Mott, Klej, & Runclint soils; Manahawkin muck (wetlands)

HIGHEST AND BEST USE:
(Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
(After Easement): Agricultural and Recreational Use only permitted
(inclusive of poultry house restriction)

EFFECTIVE DATE: June 8, 2018

DATE OF REPORT: July 18, 2018

VALUE CONCLUSIONS:

“AS IS” MARKET VALUE (BEFORE) -	\$4,500 per Acre	\$ 550,000
VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER)	\$ 355,000	
<i>(Estimate of Unit Value)</i>	<i>- \$2,900 per Acre</i>	
DIFFERENCE (Concluded Value to Easement):		\$ 195,000
<i>(Extracted Unit Value Conclusion)</i>	<i>~ \$1,595 per Acre</i>	

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2018 is made by and between REGINA D. ROYER and JEFFREY A. ROYER, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 64.64 acres total, more or less, and located on the west side of Creek Road in Snow Hill, Maryland, having tax ID number of 07-005091.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Three Thousand Three Hundred Fifty Seven Dollars and Five Cents (\$3,357.05) per acre, of which \$1.00 has been paid upon signing.

2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before June 28, 2019 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

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

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

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

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

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

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

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

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Sellers, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that it has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

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

10.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

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

Witness/Attest:

SELLERS

Katherine H. Munsie

By: Regina D. Royer (Seal)
Regina D. Royer

Katherine S. Munson

By: Jeffrey A. Royer (Seal)
Jeffrey A. Royer

BUYER
County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: Diana Purnell (Seal)
Diana Purnell
President

Approved as to legal form and sufficiency.

Maureen Howarth
Worcester County Attorney

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2018 is made by and between REGINA D. ROYER and JEFFREY A. ROYER, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 122.25 acres total, more or less, and located on the northeast side of Nassawango Road in Snow Hill, Maryland, having tax ID number of 07-768514.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be One Thousand Seven Hundred Forty Six Dollars and Forty-Two Cents (\$1,746.42) per acre, of which \$1.00 has been paid upon signing.

2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before June 28, 2019 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

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

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

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

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

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

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

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

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Sellers, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

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

10.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

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

Witness/Attest:

Katherine A. Munn

SELLERS

By: Regina D. Royer (Seal)
Regina D. Royer

Katherine S. Muns

By: Jeffrey A. Royer (Seal)
Jeffrey A. Royer

BUYER
County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: Diana Purnell (Seal)
Diana Purnell
President

Approved as to legal form and sufficiency.

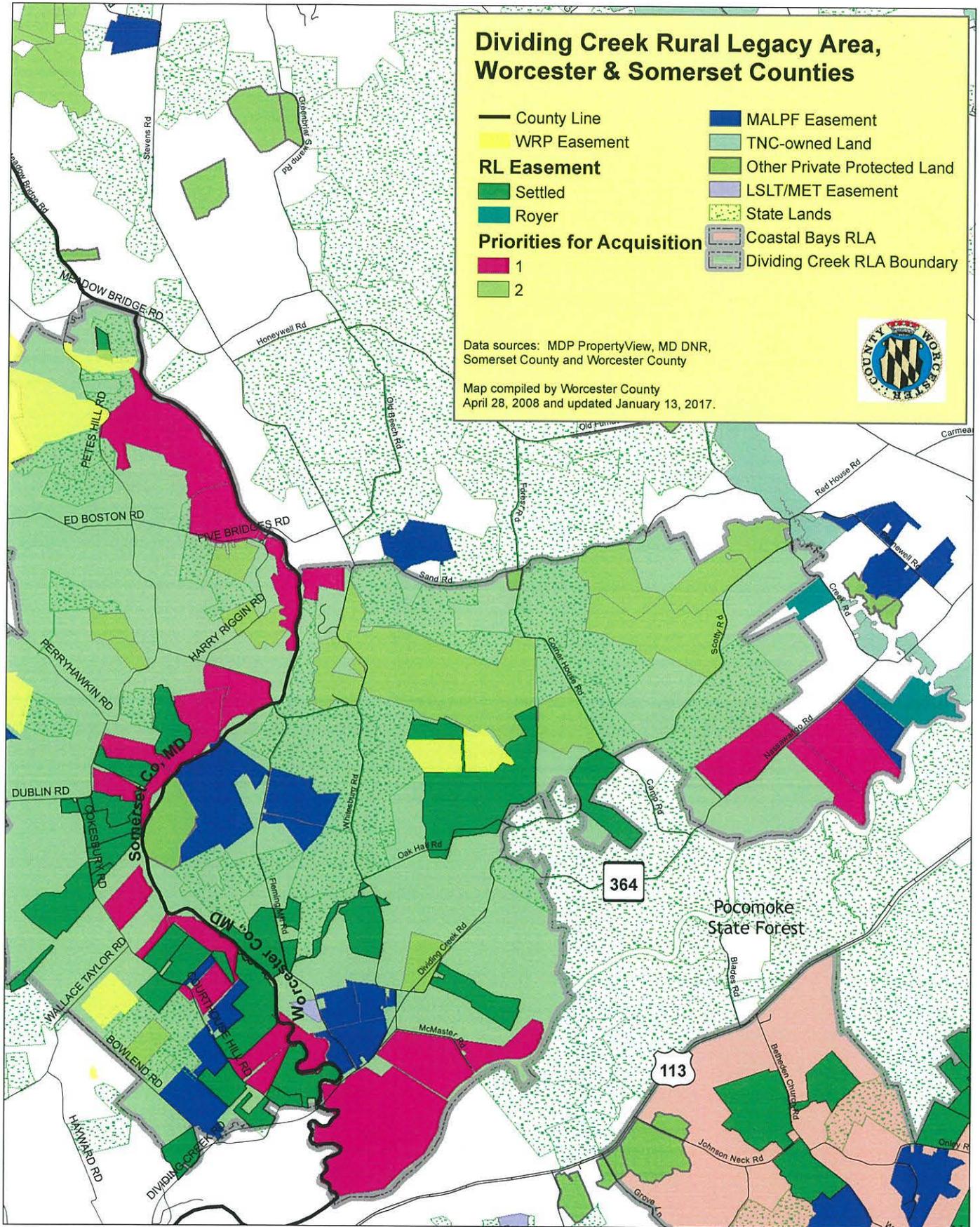
Maureen Howarth
Worcester County Attorney

Dividing Creek Rural Legacy Area, Worcester & Somerset Counties

- County Line
- WRP Easement
- RL Easement**
- Settled
- Royer
- Priorities for Acquisition**
- 1
- 2
- MALPF Easement
- TNC-owned Land
- Other Private Protected Land
- LSLT/MET Easement
- State Lands
- Coastal Bays RLA
- Dividing Creek RLA Boundary

Data sources: MDP PropertyView, MD DNR,
Somerset County and Worcester County

Map compiled by Worcester County
April 28, 2008 and updated January 13, 2017.

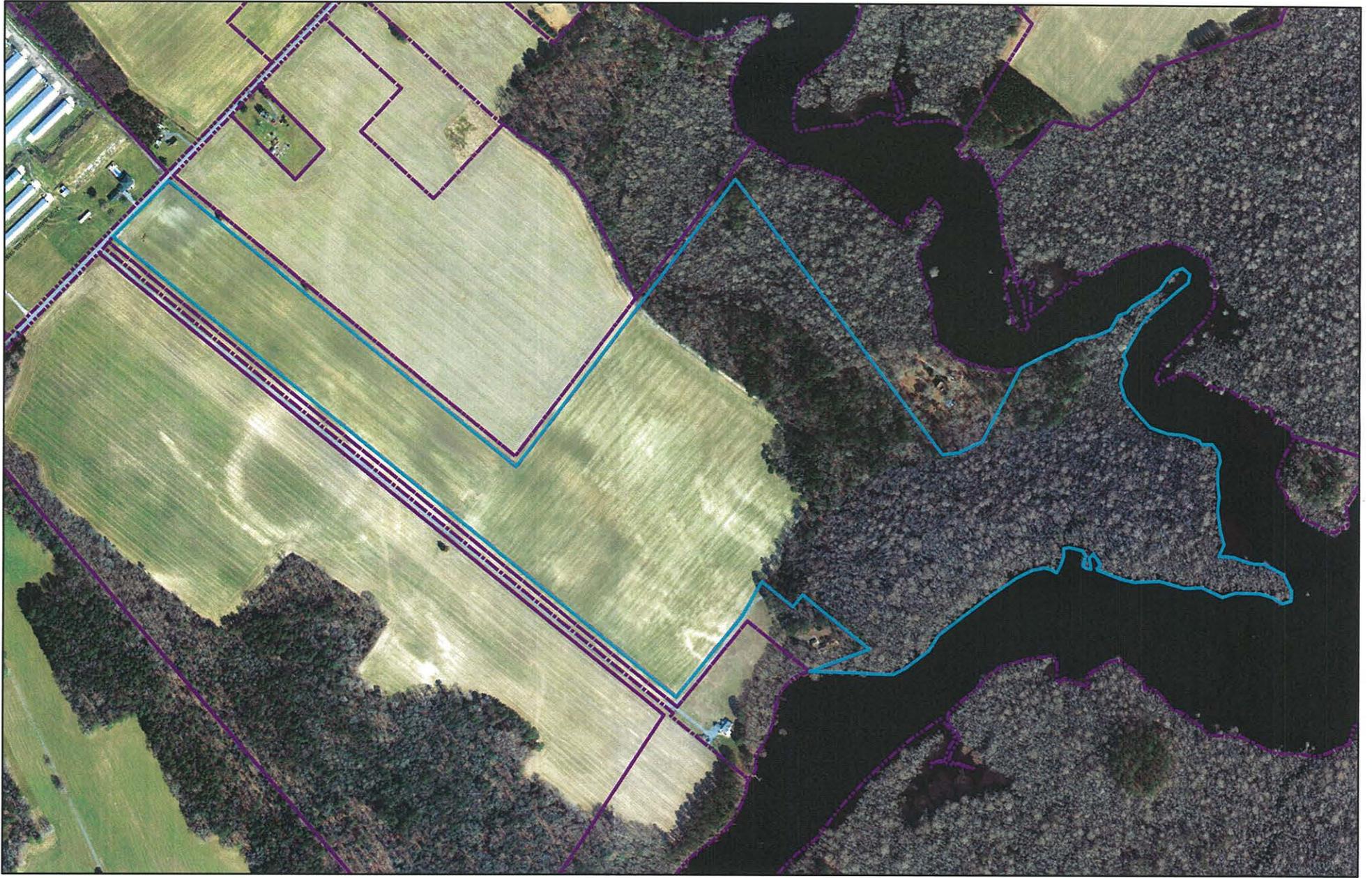




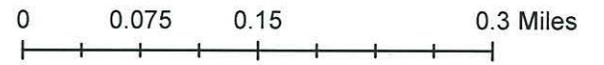
Royer, Regina and Jeff
TM 62, P4
64.64 acres

0 0.075 0.15 0.3 Miles





Royer
Tax Map 63, Parcel 167
122.25 +/- acres



23

5



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Request for RFP for Natural Resources Code Renovations

Date: August 9, 2018

The Department of Environmental Programs had previously submitted a proposal to the Maryland Department of Natural Resources (DNR) for grant funding under their CoastSmart Communities program managed by their Chesapeake and Coastal Service Division. As noted in the attached memo from David Bradford, we were not successful in that endeavor. It was a very competitive year and funding was limited.

While staff has spent a good deal of time working on the update, we feel it would be valuable to gain the insights of an experienced consultant in this effort that has done similar code updates for other Maryland Critical Area jurisdictions. This process will also give us the opportunity to comprehensively combine both our Atlantic Coastal Bays and Chesapeake Bay codes into a single ordinance to create a single, streamlined, and more functional document for our customers and the public.

Attached is the draft RFP that was developed for use with the original grant application. We had an original budget number that was just a small fraction of the amount remaining in the referenced account below, and we feel that the final budget figure will not be far from that number. If approved, we will ready and release the RFP, and return to the County Commissioners with a recommended award.

The Department of Environmental Program does have encumbered funds to cover the fee for this consultant in a committed match program for rural legacy in Account #100.1702.7180. Fortunately, the funds were not utilized the past few budget sessions for their intended use. While we plan to utilize funding from this account, we fully realize there are pressing needs, like the intended use we are describing in this memo that would merit redirection of these funds for similar

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purposes. I would respectfully request at this time that County Commissioners permit the use of funds from Account # 100.1702.7180 to be utilized for this project

As always, if you have any questions or require additional information, please do not hesitate to contact me.

Attachments

cc: David Bradford
Kathy Whited/Budget Officer



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

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

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

MEMORANDUM

TO: Bob Mitchell, Director
FROM: David M. Bradford Jr., Deputy Director *DMB*
DATE: August 9, 2018
RE: Atlantic Coastal and Chesapeake Bay Critical Area Ordinance Update

As you recall, we made application to attempt to receive grant funding through Maryland Department of Natural Resources (DNR), CoastSmart Communities program last year to assist us with our comprehensive update of our Critical Area ordinance. Unfortunately, we did not receive this funding as the program is highly competitive across the state.

We have however identified a funding source within our encumbered funds account that could potentially be utilized to get our ordinance successfully updated. The funding will give us the financial ability to solicit the assistance of a qualified professional consultant to successfully update our local program. The selected consultant will be required to closely work with staff, DNR, hold public hearings, as well as receive input from the Planning Commission, and County Commissioners while working on the update. These requirements are all specifically outlined on the attached draft proposal that will be publicly distributed once approved by the County Commissioners. We have also included a pre-proposal meeting component where interested consultants/planners could attend to learn more about the specifics of our project before submitting a formal bid for review.

It is also important to emphasize that this process will also potentially give us the opportunity to comprehensively combine both our Atlantic Coastal Bays and Chesapeake Bay codes into one, easy to interpret ordinance. This combined ordinance will also greatly assist homeowners, contactors, surveyors, and numerous other entities by making these somewhat convoluted regulations much more streamlined and transparent. Staff has already spent a good deal of time working on this update, but feel as if we received additional assistance from an experienced consultant it would make the document even more functional. Neither of these codes have been comprehensively updated since their original adoption into the County Code (Atlantic Coastal Bays – 2002, Chesapeake Bay – 1990).

Please let me know if you have any questions or need additional information regarding this request. We are hoping to have the final ordinance updated and adopted by July 2019. As always, I will make myself available for the applicable Commissioner's meeting in the event there are any questions or concerns.

Enclosure: Draft Proposal "Request for Proposals: Critical Area Ordinance Update Worcester County, Maryland". (7 pages)

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NOTICE TO CONSULTANTS Request for Proposals

Critical Area Ordinance Update Worcester County, Maryland

The Worcester County Commissioners are seeking proposals from qualified consultants for the purpose of updating the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance. These updates are necessary in order to comply with current Maryland Critical Area Law and Regulations, and as such, development of these updated Ordinances shall be consistent with the State Critical Area Law and Regulations.

Requests for Proposals (RFPs) are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested consultants are encouraged to attend a **pre-proposal meeting on Monday, September 10, 2018 at 10:00 AM** in Training Room B on the 3rd Floor of the Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863. For directions and details, contact Mr. David M. Bradford, Deputy Director of Environmental Programs, at 410-632-1220. **Sealed proposals will be accepted until 1:00 PM, Monday, October 1, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Worcester County Critical Area Ordinance Update**" in the lower left-hand corner. Email submissions will not be accepted

After opening, proposals will be forwarded to the Department of Environmental Programs for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering cost, proposal content, qualifications of the consultant, quality of project approach, time of delivery or completion, responsibility of consultants being considered, previous experience of consultants with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to David M. Bradford, Deputy Director of Environmental Programs, at 410-632-1220 or by email at dbradford@co.worcester.md.us.

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Section 1 Project

This project will result in the hiring of a consultant to update and consolidate both of Worcester County's Critical Area Ordinances. The Critical Area Ordinance updates must be consistent with current Critical Area law, criteria, and regulations.

The Critical Area Commission (CAC) staff has developed a "model ordinance" from which each individual jurisdiction's updated ordinance is to be derived. Although the "model ordinance" will be the framework for this project, it shall be tailored to address unique physical characteristics and conditions, as well as specific local processes and procedures.

Worcester County is also the only jurisdiction in Maryland that contains two Critical Area programs, the Atlantic Coastal Bays Critical Area and the Chesapeake Bay Critical Area. These two Ordinances have not been comprehensively updated since their original adoptions (Atlantic Coastal Bays 2002, Chesapeake Bay 1990). Therefore, neither of the County's two Critical Area Ordinances reflect the new statutory and regulatory changes that have been made to the State Critical Area law, and many of those changes are significant. This project will enable Worcester County to bring its Critical Area Ordinances into full compliance with current State law, criteria, and regulations to better protect the County's and the State of Maryland's coastal resources.

The consultant will work with County staff, the Critical Area Commission staff, the County Commissioners, and the general public to create a revised ordinance that meets the local government's needs, as well as complies with the State law and regulations.

Proposals for professional consulting services to accomplish this project shall include an itemized budget, by individual task, as well as the total contracted cost for all final products. The selected professional consultant is expected to address all of the requirements indicated within each task outlined in this Request for Proposals (RFP).

Section 2 Project Goal

To revise, update and consolidate into a single ordinance both the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance to be consistent with current Critical Area law, criteria, and regulations. This single ordinance will assist residents, contractors, and other varying entities in streamlining and understanding these regulations.

Section 3 Background

Worcester County is the easternmost county within the State of Maryland and is also the only oceanfront county in Maryland. The County is bordered to the south by the State of Virginia, to the west by the Pocomoke River, Somerset County and Wicomico County, Maryland, to the north by the State of Delaware, and to the east by the Atlantic Ocean.

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The county is mostly rural in nature with the exception of the northern portions of the county which contains some of the more developed areas, including Ocean Pines, Ocean City, and Berlin. The County's area totals 695 square miles, of which 468 square miles are comprised of land and 227 square miles are comprised of water. The County has more than 750 miles of shoreline. Most of the County's land adjacent to the shoreline is only slightly above sea level and is therefore susceptible to the effects of sea level rise and land subsidence.

The importance of the Critical Area Program in addressing these issues is reflected in the Maryland Department of Natural Resources (DNR) Coastal Zone Management Division's October 2000 publication entitled, "A Sea Level Rise Response Strategy for the State of Maryland", which states that the Critical Area Program is one of the State's primary management tools for addressing impacts associated with sea level rise. The report goes on to say that despite a lack of reference to sea level rise in the Act or implementing Criteria, sea level rise-induced impacts are addressed through the following measures: establishing a 100-foot natural Buffer adjacent to tidal waters and tidal wetlands; guiding development and controlling growth in valuable coastal resource areas; regulating the installation of shoreline erosion protection structures; and protecting wetlands through sedimentation and erosion control guidelines. Such measures significantly contribute to the State's overall ability to mitigate adverse impacts associated with sea level rise. The report also states that notwithstanding the many benefits of the Critical Area Program with respect to sea level rise response, specific statutory language contained in the Critical Area Act, and its implementing Criteria, will affect Maryland's ability to adequately plan for sea level rise in the long-term.

Ordinance modifications will result in improved protection of Maryland's wildlife, wetlands, farmland, forestland, shorelines, and other valuable habitat. The more critical habitat that is preserved will lead to an increase in the County's resilience to threats such as storm surge, coastal flooding and sea level rise. The ultimate adoption of the revised ordinance will also result in consistent and efficient administration and enforcement of this critical natural resource based ordinance.

Section 4 Scope of Work

Task #1: Initial Meeting with Worcester County Environmental Programs Director, Deputy Director and Staff

Consultant travels to Worcester County to hold an initial meeting with the Environmental Programs Director, Deputy Director, and CAC staff to go over the scope of work, RFP, discuss use of the expanded Model Critical Area Ordinance, address new Critical Area regulations, and answer any questions about the project. The initial meeting will include a discussion of the process, any local concerns/needs, and any special/unique qualities or circumstances of Worcester County that need to be addressed.

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Task #2: Meeting with County Officials and field visit

The consultant shall coordinate a date with County staff contact to conduct an initial field visit to observe the local geography and note any specific/unique circumstances particular to the Critical Area. This field visit shall be scheduled on a regular County Commissioner meeting day in order for the consultant to have the opportunity to also meet the local elected officials and provide an overview of the project.

Task #3: Develop and Draft Critical Area Ordinance / Work Sessions with Worcester County Environmental Programs and CAC staff

Consultant will work to create a draft Worcester County Critical Area Ordinance by utilizing the CAC's model ordinance and current County Ordinances. The draft Critical Area Ordinance shall reflect the unique Critical Area conditions or circumstances of Worcester County and shall be developed consistent with current Critical Area law, criteria, and regulations. Consultant will meet monthly via phone conference or onsite meetings at the County offices where necessary and as determined by the County, with Environmental Programs staff during the development of the draft Ordinance. Consultant will also interact with Critical Area Commission staff as necessary to complete the draft Ordinance. The consultant shall revise the draft Critical Area Ordinance as requested by staff.

Task #4: Final Draft for Planning Commission Information / Community Meetings for Public Information and Comment

The consultant will provide 10 (ten) copies of the final draft Ordinance to the Planning Commission for their information. The consultant shall also conduct 2 (two) community information meetings, one in each of the northern and southern ends of the County, to present the draft Ordinance, answer questions, and receive public comments. The consultant shall provide a summary of comments received at each public information meeting and prepare suggested amendments to the final draft to address public comments where deemed appropriate by County staff and where permitted under current Critical Area law, criteria, and regulations.

Task #5: Submission of Final Draft Critical Area Ordinance to the Critical Area Commission and County Staffs.

The consultant shall submit the final draft Ordinance to Critical Area Commission (CAC) staff and Environmental Programs staff for final review and comment, and incorporate any further edits suggested by the CAC or Environmental Program Staff.

Task #6: Presentation of the final draft to the County Commissioners.

The consultant shall prepare the final draft Ordinance, in the form consistent with legislative bills amending the Code of Public Local Laws of Worcester County, Maryland, and shall present the work product to the County Commissioners for

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introduction and scheduling of the required public hearing. The consultant shall be required to provide 10 (ten) copies of the document and all backup material, including but not limited to all correspondence both to and from the Critical Area Commission staff. Additionally, an electronic copy of the draft ordinance (in Microsoft Word or WordPerfect format) shall be provided as well.

Task #7: County Commissioners' Public Hearing.

The consultant will present the final draft ordinance to the County Commissioners and the public at a regularly scheduled legislative session and shall be prepared to answer any and all questions from the County Commissioners and the public.

Task #8: Critical Area Commission Approval.

Upon successful completion of the public hearing and adoption of the legislative bill by the County Commissioners, the consultant shall submit the final Ordinance as approved by the County Commissioners to the Critical Area Commission (CAC) staff in order for them to schedule a meeting before the CAC. The consultant shall be required to attend and present the final Ordinance to the full CAC and answer any and all questions, including but not limited to the process to develop the Ordinance and its content. Upon completion and obtaining approval from the CAC, the consultant shall provide products as specified in Section 8. In the unlikely event that the final Ordinance as approved by the County Commissioners is not approved by the CAC, the consultant shall be prepared to make all changes as required by the CAC and perform Tasks 6, 7 and 8 as contained herein expeditiously, such that the Critical Area Ordinance is ultimately approved by both the CAC and County Commissioners.

Section 5 Project Timeline

Final Draft Critical Area Ordinance must be completed by July 1, 2019. The start date for this project is on or about November 1, 2018. The consultant shall include a proposed timeline in their proposal.

Section 6 Meetings

The consultant shall include in their proposal a tentative meeting schedule for the proposed project. In addition to the meetings specifically discussed in Tasks 1 through 8 of Section 4 (Scope of Work) herein, the consultant shall be prepared to conduct additional meetings at the request of the County. The consultant shall include as part of their proposal a proposed rate for additional meetings that may be requested which are not specifically included in this RFP.

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Section 7 Public Hearings

The procedural and advertising costs associated with any required public hearings pertaining to this project shall be the sole responsibility of Worcester County and not that of the consultant.

Section 8 Final Products/Deliverables

The consultant shall provide a digital copy (in Microsoft Word or WordPerfect format) and hard copies of the final draft Ordinance, as follows:

- A. One copy of the final draft Ordinance to Worcester County Department of Environmental Programs;
- B. One copy of the final draft Ordinance to the Critical Area Commission staff.

Section 9 Qualification Statement

The prospective firm is required to provide the following within the proposal:

- State the number of years your organization has provided this type of service.
- List similar projects your organization has completed. Include project description, completion date, and jurisdiction.
- List current projects. Include project description, anticipated completion date, and jurisdiction.
- Provide a resume for each of your current key professional staff that may be involved in this project.

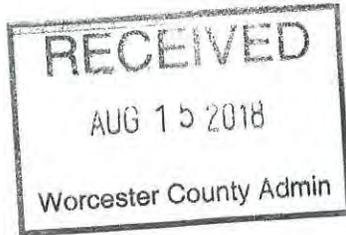
**Critical Area Ordinance Update
Bidders List**

McCormick and Taylor
106 Milford Street, Suite 105
Salisbury, MD 21804

Gradecak & Associates, Inc.
2964 Pysell Crosscut Rd.
Oakland, MD 21550

Rauch Inc.
Engineering, Surveying, Architecture, Environmental
106 N. Harrison St.
Easton, MD 21601

George, Miles & Buhr (GMB)
206 West Main Street
Salisbury MD 21801



FRED E. WEBSTER, JR.
DIRECTOR

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: Harold Higgins, Chief Administrative Officer
From: Fred Webster, Director of Emergency Services
Re: Radio System Status Update
Date: 15 August 2018

Below please find the latest update on the radio system from Assistant Director Hamilton. Page 2 is the latest printout of user identified items from the Harris automated system.

Construction activities for the Mystic Harbour site continue to move forward with factory staging of the microwave radios being conducted August 14th through August 16th. Upon successful testing within the staging environment, these units are being driven to Worcester County where the remaining components have already been received. The Eastern Communications Project Manager conducted an inventory of items already received in the county on Friday August 10th. Tower crews have been scheduled for Monday August 21st to Wednesday August 23rd to hang and configure all equipment related to the microwave link. Harris has scheduled crews to be onsite the following week to bring the remainder of equipment at the Mystic tower online and perform testing. The final coverage testing of the system is scheduled for the first week of September.

Harris and DES staff are tracking three recently reported issues that have impacted field units. One issue, reported as a distorted transmission in the area of US.50 and MD.610, is being investigated by Harris staff. The remaining two issues involve a unit having to press their "push to talk" button twice. Initial investigations into this suggest that the radio was roaming between towers when this occurred causing a brief "re-registration" between the sites at the second that the push to talk button was initially pressed.

DES Staff have prepared a file inclusive of both contractual documentation and data related to internal system testing for Federal Engineering to review. A kick-off meeting with Federal Engineering is currently being scheduled. Detailed information regarding the tasks and task progress with Federal Engineering will be provided as it becomes available.

7/25/2018 10:03	Submitted on location	Person's ID	Unit	1314	North - 3573P	P25 Digital System	PIT	Use Audio	Person Select	Station/Problem	Mobile #	7/25/2018 10:03
7/25/2018 10:17	Submitted on location	Worcester County Sheriff	West Ocean City Jail	MA	North - 3573P	P25 Digital System	Person Select	Guided	Person Select	Station/Problem	Mobile #	7/25/2018 10:17
7/25/2018 17:18	Portable Inbound / In Call/Possible Outbound	Worcester County Sheriff	MA	MA	Other Terminal	P25 Digital System/Other Sys	Person Select	Person Select	Person Select	Station/Problem	Mobile #	7/25/2018 17:18
7/25/2018 18:33	Portable Outbound	Worcester County Sheriff	Haddam, including Oyster	MD SD	North - 3573P	P25 Digital System	Person Select	Guided	Person Select	Station/Problem	Mobile #	7/25/2018 18:33
7/25/2018 18:50	Report of suspicious activity/Inbound	Worcester County Sheriff	Hamden, including Oyster	MD SD	Other Terminal	P25 Digital System	Person Select	Person Select	Person Select	Station/Problem	Mobile #	7/25/2018 18:50
7/25/2018 19:00	Report of suspicious activity/Inbound	Worcester County Sheriff	Hamden, including Oyster	MD SD	Other Terminal	P25 Digital System	Person Select	Person Select	Person Select	Station/Problem	Mobile #	7/25/2018 19:00
7/25/2018 19:14	Report of suspicious activity/Inbound	Worcester County Sheriff	Hamden, including Oyster	MD SD	Other Terminal	P25 Digital System	Person Select	Person Select	Person Select	Station/Problem	Mobile #	7/25/2018 19:14
7/25/2018 19:28	Report of suspicious activity/Inbound	Worcester County Sheriff	Hamden, including Oyster	MD SD	Other Terminal	P25 Digital System	Person Select	Person Select	Person Select	Station/Problem	Mobile #	7/25/2018 19:28
8/2/2018 14:06	Report of suspicious activity/Inbound	Worcester County Sheriff	Hamden, including Oyster	MD SD	Other Terminal	P25 Digital System	Person Select	Person Select	Person Select	Station/Problem	Mobile #	8/2/2018 14:06
8/2/2018 14:08	Portable Outbound	Berlin PD	945-BL-CARE RD	MD FIRE 1	North - 3573P	P25 Digital System	Person Select	Guided	Person Select	Station/Problem	Mobile #	8/2/2018 14:08
8/2/2018 15:12	Report of suspicious activity/Inbound	Worcester County Sheriff	Hamden, including Oyster	MD SD	North - 3573P	P25 Digital System	PIT	Person Select	Person Select	Station/Problem	Mobile #	8/2/2018 15:12
8/2/2018 15:06	Portable Inbound / In Call	Worcester County Sheriff	Hamden, including Oyster	MD SD	North - 3573P	P25 Digital System	Person Select	Digital Audio	Person Select	Station/Problem	Mobile #	8/2/2018 15:06
8/6/2018 15:12	Submitted on location	Worcester County Sheriff	Hamden, including Oyster	MD SD	Other Terminal	Dispatch Console	Person Select	Person Select	Person Select	Station/Problem	Mobile #	8/6/2018 15:12
8/6/2018 15:18	Dispatch Unit	Worcester County Sheriff	Hamden, including Oyster	MD SD	North - 3573P	P25 Digital System	PIT	Person Select	Person Select	Station/Problem	Mobile #	8/6/2018 15:18
8/27/2018 11:17	Submitted on location	Berlin PD	Hamden, including Oyster	MD SD	North - 3573P	P25 Digital System	Person Select	My Audio	Person Select	Station/Problem	Mobile #	8/27/2018 11:17
8/27/2018 11:20	Portable Inbound / In Call	Worcester County Sheriff	Hamden, including Oyster	MD SD	North - 3573P	P25 Digital System	Microphone	No Audio	Person Select	Station/Problem	Mobile #	8/27/2018 11:20

See 11" x 17" version attached



7

RECEIVED
AUG 13 2018
Worcester County Admin

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: August 13, 2018
SUBJECT: Request Permission to Bid Stockton Park Playground Purchase and Installation

Please be advised that the Recreation and Parks Department is requesting permission to bid for the **replacement and installation of the Stockton Park playground equipment**. The equipment is beyond its normal life span and requires the replacement to provide a safe system. The department provided over \$10,000 in repairs six (6) years ago.

Cost Summary:

FY 19 Allocation: \$100,000 approved in Parks Budget amended to \$60,000 via Program Open Space.

Account Number: 100.1602.590.6160.252, Grant Program POS-Playground Equipment

Staff Estimate: \$60,000 (Amended POS Application)

Grant: Program Open Space. **90% Reimbursement.** 10% match will be performed via in-house labor (Parks)

Miscellaneous Details: Area to be brought up to grade, include standard playground boarder and use of engineered wood fiber base.

Please find attached for your review and approval the Notice to Bidders, Bid Specifications, Bid Form and Vendor's List. Should you have any questions, please feel free to contact me at your earliest convenience.

Attachments

cc: William Rodriguez

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

INSTRUCTIONS

TAXES

- The County is exempt from all Federal and State taxes. Bidders' prices shall reflect the same.

SCOPE OF WORK

- A formal pre-bid meeting is not recommended; however, all interested parties should be required to visit the site prior to submitting a proposal. A tour of the site may be arranged by contacting Bill Rodriguez, Parks Superintendent, at 443-614-2152 or Tom Perlozzo, Department Director, at 410-632-2144, ext.
- The successful bidder will design, supply, and install the piece or pieces of playground equipment, including safety surfacing, which meet or exceed the U.S. Consumer Product Safety Commissions (CPSC) Guidelines for Public Playgrounds and the American Society for Testing and Materials (ASTM) standards and be certified by the International Play Equipment Manufacturers Association (IPEMA).
- The playgrounds shall be located in Stockton Park, 5520 Hursley Road, Stockton, Maryland 21864.
- There shall be one composite/modular playground system to accommodate "school age" children 5 - 12 years old. The layout of the playground is contingent upon the design of the successful proposer; however, the playground, including safety zones, must fit within a 92' x 32' rectangular area.
- An existing two bay/four swing, swing structure shall be repurposed and reinstalled at a height of 8' into the play area.
- Signs shall be installed at the main access of the playground stating age appropriateness and safety rules for the playground. Specific wording shall include the phrase "ADULT SUPERVISION IS REQUIRED" within the content of this sign. All signage must be approved by the Department of Recreation & Parks.
- The successful proposer must repair, at the proposer's expense, any and all items damaged during installation outside of the playground area such as turf and fences. Repairs must meet the Department of Recreation & Parks' standards. This includes seeding and mulching of all disturbed areas other than the immediate perimeter of playground area. The Department of Recreation & Parks will be responsible for backfilling and seeding around the immediate outside perimeter of the playground timbers after installation is complete.
- The successful proposer shall leave area free of trash and debris at the end of each day during installation and at the completion of the installation. Trash and debris are to be disposed of at the expense of the proposer.
- The finished play areas shall be ready for use by April 15, 2019.
- Worcester County Department of Recreation & Parks will prepare site to include excavation and filling of required area to provide a level site at the proper grade. Site work will be completed after award of contract to allow department staff to consult with successful proposer to insure grade and site work meet proposer's area requirements.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

PROPOSAL REQUIREMENTS

- A Bid Bond is not required.
- Each proposal shall include schematic drawings showing all dimensions and elevations, product photographs and color 3-dimensional drawings depicting layout of the equipment to be provided.. Only one layout option per proposer will be accepted.
- Structure drawings must show chart listing exact number of elevated play activities, number of elevated play activities that are ADA compliant accessible by transfer, number of elevated play activities that are ADA compliant accessible by ramp, ground level activity types, and ground level activity quantity.
- The location of all signage shall be clearly represented on drawings.
- The location of the strip drains and wear mats shall be clearly represented on drawings.
- IPEMA certification shall be included for each drawing.
- The proposal shall include a list of color options for the proposed equipment.
- All product and workmanship warranties and specifications shall be included in the proposal.
- Manufacturer insurance certificate shall be included with the proposal.
- Installer insurance certificate shall be included in the proposal.
- Qualifications of manufacturer and installer shall be included in the proposal as outlined in QUALIFICATIONS section of this request for proposals.
- PROPOSAL FORM shall be completed in its entirety, signed and included with proposal.

SPECIFICATIONS AND GUIDELINES

CHILDREN AGES 5 - 12

The following specifications and provisions shall apply to the playground design and installation:

- All equipment, including installation materials and techniques, shall meet or exceed the U.S. Consumer Product Safety Commissions (CPSC) Guidelines for Public Playgrounds and the American Society for Testing and Materials (ASTM) standards and be certified by the International Play Equipment Manufacturers Association (IPEMA). The equipment shall be for “school age” children 5 to 12 years old and accommodate users with physical disabilities requiring access to play features using transfer stations and ground components.
- All safety surfacing shall be engineered wood fiber and meet ASTM standards: ASTM F-1292 for Impact Attenuation and ASTM F-1951 for Accessibility of Surface Systems under and around playground equipment. The engineered wood fiber surfacing shall contain wear mats in high traffic areas under all swing and slide exits and one layer of a non-woven geotextile substrate between the earthen layer and the engineered wood fiber that will allow a wheel chair to move over the safety surfacing. The safety surfacing shall be provided at a thickness required by equipment design, but not be less than a minimum of 9” compacted.
- Strip drains shall be installed at a minimum of 6’ on centers.
- All materials shall be new and not used.
- All posts shall be aluminum with a minimum 5” outside diameter.
- No wood shall be used in the equipment.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

- All steel decks shall be plastic or PVC coated.
- All slides shall be molded (no stainless steel or other metal).

SPECIFICATIONS AND GUIDELINES
CHILDREN AGES 5 – 12 (continued)

- All hardware for decks shall be stainless steel.
- All hardware shall also be tamper resistant with no protrusions or projections.
- All necessary hardware shall be provided.
- The equipment shall be handicap accessible by transfer platform or ramp so that all children may be able to interact with other users of the play structure.
- All equipment shall be suitable for use by children 5-12 years old. The area in which the 5-12 year old equipment will be placed and contains the safety zone must be contingent upon design. Both playgrounds must fit in area outlined on the SITE DRAWING, Attachment #1.
- The equipment and safety surfacing shall be enclosed with either of the following; within a double stacked 6" x 6" ACQ pressure treated timbers at the correct safety distances from the playground equipment. Bottom tier of timbers shall be anchored with a minimum ½" x 24" rebar stakes every 3' on center. Top tier shall be anchored to bottom tier with minimum 10" galvanized steel spikes every 3' on center. All joints shall be toe nailed with minimum 20D galvanized nails. Joints in bottom tier shall be overlapped with top tier. Top of borders shall be level with exposed edges to be rounded with a ½" router bit. An alternative to 'timbers' is a twelve (12) inch high molded plastic border system at the correct safety distances from the playground equipment and secured with thirty (30) inch minimum vertical spikes.

QUALIFICATIONS

- Proposers must render a statement with the submission of their proposal indicating their ability and expertise in designing and installing playgrounds. Proposers shall provide at least 3 references of previous clients, one of which must be located within 100 miles of Stockton, Maryland. Contact names and telephone numbers shall be included.
- A list of personnel who would actually perform the installation along with resumes must be provided. The qualifications and references of the proposer, and subcontractors if applicable, will be taken into consideration when proposals are evaluated. All playgrounds and safety surfacing shall be installed by a factory certified installer with a minimum 5 years experience. Copy of certificate shall be included.

COMPENSATION/CONSIDERATION

- The design, playground equipment, and installation of the playground equipment shall be provided at a cost not to exceed \$54,000.
- An owner's manual and tool kit with replacement parts must be supplied for each individual playground at the completion of the final inspection.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

- After installation is complete, a playground audit must be performed for each individual playground by a National Playground Safety Institute certified inspector. A copy of the audit form verifying a satisfactory inspection must be issued prior to final payment. The playground audit shall be the responsibility of the successful proposer.

TERMS AND CONDITIONS

- The County reserves the right to request clarification of information submitted and to request additional information from one or more proposer.
- If, through any cause, the proposer fails to fulfill in a timely and proper manner the obligations agreed to, the County shall have the right to terminate its contract by specifying the date of termination in a written notice to the proposer at least thirty (30) calendar days prior to the termination date. In this event, the proposer shall be entitled to just and equitable compensation for any satisfactory work completed.
- An agreement or contract resulting from acceptance of the proposal shall be on forms either supplied by, or approved by the County and shall contain, as a minimum, applicable provisions of the request for the proposal and any County requirements for agreements and contracts.
- The proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

EVALUATION

It is the County's intent to have a panel review the sealed proposals. The panel will base their decision on the following weighted criteria:

- Quality and adherence to specifications, guidelines and cost - (30%).
- Design quality, aesthetics, and play value- (30%).
- Durability of equipment, guarantees and warranties- (25%).
- References and delivery times- (15%).

No proposal may be withdrawn for a period of sixty (60) days after the scheduled time to receive proposal. Any clarification issued will be in the form of an addendum to the proposal instructions, plan, or specifications and will be issued to all know potential bidders and placed on the County's website not later than seventy-two (72) hours prior to the time of submission of proposal.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

PROPOSAL FORM

I/we have reviewed the specifications and provisions for the playgrounds to be installed at Stockton Park. I/we understand said requirements. I/we hereby propose to furnish the aforementioned playgrounds as outlined in the Request for Proposals and submit the following proposal. The price quoted shall include installation and all transportation charges fully prepaid and delivered to Stockton Park, in Stockton, Maryland.

Specifications and warranty information must be attached or proposal may be rejected.

Any deviations or exceptions to proposal specifications must be clearly noted on proposal form or a separate sheet of paper attached to the proposal form. Proposers are free to list features of products or services that the County should consider.

TOTAL COST OF MATERIALS AND LABOR FOR PLAYGROUND \$ _____

Above described unit(s) will be delivered and installed within _____ calendar days from receipt of written order.

PROPOSAL MUST BE SIGNED TO BE CONSIDERED

Date: _____

Signature: _____

Name: _____

Firm: _____

Address: _____

Telephone: _____

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

PLAYGROUND VENDORS

1. Little Tikes Commercial Play Systems

C/o Bosco Associates, Inc.
Attn: John Amici
5600 General Washington Dr.
Suite B-203
Alexandria, VA 22312
Phone: 800-669-0907
Fax: 703-642-9812

2. Miracle Recreation Equipment

Taylor Sports & Recreation, Inc.
Attn: Chuck Taylor
P.O. Box 1706
Martinsburg, WV 25402
Phone: 800-286-9693
Fax: 304-263-9392

3. Cunningham Recreation

Attn: Brian Lewis
206 Del Rhodes Avenue
P.O. Box 487
Queenstown, MD 21658
Phone: 800-233-0529
Fax: 410-827-8855

4. Playground Specialists

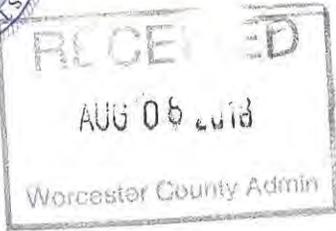
Attn: Jeff Barber
17352 N. Seton Avenue
Emmistsburg, MD 21727
Phone: 800-385-0075
Fax: 301-271-9239

5. Sparks @Play

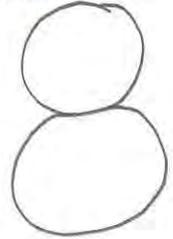
Attn: Terri Paddy
3705 Crondall Lane
Owings Mills, MD 21117
Phone: 866-204-9256
E-mail: info@sparksatplay.com

6. Playtime

Attn: Melissa Bombard
786 Culver Road
Falkville, AL 3562
Phone: 866-784-9400



MEMORANDUM



TO: Harold L. Higgins, Chief Administrative Officer
 Kelly Shannahan, Assistant Chief Administrative Officer
 Maureen Howarth, County Attorney

FROM: Tom Perlozzo, Director of Recreation and Parks

DATE: August 8, 2018

SUBJECT: 501 C3 – WCRP Boosters

This is a request to advise the County Commissioners the intentions of the Worcester County Recreation and Parks Advisory Board to form a 501 C3 titled WCRP Boosters.

The purpose of the organization shall be to work cooperatively with the Recreation and Parks Department, civic organizations, and all citizens in developing and supporting well rounded programs. They would help finance, publicize, promote, evaluate and recommend relevant programs, maintenance and facilities. The WCRP Boosters would support department programs and events by capturing sponsorships, non-profit grants, etc. They could work events to raise funds with the proceeds going to the recreation department youth programs and support our under privileged children eliminating fees and other barriers for participation. This is very similar to the "Friends of the Library" and other Recreation Departments in Worcester County and beyond.

Albin Handy, President and John Gehrig, Vice President will be forming the Boosters. Membership would mirror the county advisory board with an addition of one (1) at large member. To date, the WCRP Boosters have filed for a 501 C3 permit and the articles of incorporation. They have received their EIN number. Each member of the committee would serve as a non-paid participant, have their own checking account, officers, etc.

Lastly, I have attached their proposed By-Laws and consulted with Maureen for any recommendations.

Please contact me at 410-632-2144 ext. 2505 if you have question or need additional information.

Attachment

Worcester County Recreation & Parks Advisory Board
AKA
WCRP Boosters

By-Laws
Adopted May 29, 2018

Article 1 Name

Section 1 The name of the organization shall be the Worcester County Recreation & Parks Advisory Board aka WCRP Boosters.

Article 2 Purpose of the Organization

Section 1 The purpose of this organization shall be to work cooperatively with the Worcester County Department of Recreation & Parks, Civic organizations, and the citizens of Worcester County, in developing well rounded recreation and parks programs. To help finance, publicize, promote, evaluate, and recommend year round programs, and to advise in the planning, development, and maintenance of parks and recreation facilities.

Article 3 Membership

Section 1 Membership within the WCRP Boosters is mirrored to include each election district within Worcester County including from time to time an “at large” membership.

Section 2 All members shall be required to attend a minimum of 75% of all meetings and not miss over two executive unexcused meetings. If this is not complied with, the President may write a letter to the member and civic organization and advise them that they need to be replaced due to non-attendance.

Section 3 The Board may sponsor citizens as members at large of the organization with a majority vote. Each member at large will have full voting privileges.

Article 4 Officers

Section 1 The officers of the board shall be President, Vice- President, Treasurer, and Secretary.

Section 2 All officers shall be elected by a majority vote at the annual meeting in November of each year and shall assume respective offices at the next regular meeting.

Section 3 The term of office shall be for one year. Any vacancy in office shall be filled by the vote at the regular first meeting after the vacancy occurs.

Section 4 The President may succeed him/herself in office only once, thus limiting his/her tenure in office to two (2) successive terms, unless otherwise approved.

Section 5 Officers in this organization shall serve without pay.

Article 5 **Duties of the Officers**

Section 1 President:
A. The President shall preside at all regular meetings of the Board and any special ones that may be called.
B. The President shall appoint such committees and chairpersons as may be necessary to carry on the work of the Board and shall be ex-officio member of each committee.

Section 2 Vice-President:
A. The Vice-President shall assist the President in all details of his/her office to the extent requested by the President.
B. The Vice-President shall assume the duties and responsibilities of the President in his/her absence.

Section 3 Treasurer:
A. The Treasurer shall keep an accurate record of all monies received and distributed.
B. The Treasurer shall have available a monthly report for the Board, noting receipts and disbursement in each amount.

Section 4 Secretary:
A. The Secretary will keep and maintain accurate copies of all meeting agendas, meeting minutes, the Corporation By-Laws, the Foundation Management Handbook, treasurer reports and other important Foundation documents.

Section 5 Removal of Officers:
Officers and agents of the Corporation may be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors and any officers, agents, and employees, shall hold office at the discretion of the Board of Directors or of the officers appointing them.

Article 6 **Meetings**

Section 1 Regular meetings shall be held on the third Tuesday of each month, except May, June, July, and August. During these months, meetings will only be held when necessary.

Section 2 The annual meeting shall be held at the regular November meeting each year, at which time an election of officers shall take place.

Section 3 Special meetings may be called by the President upon request of one member if agreed upon by the majority of officers of the Board. Written notice shall be sent

to all members at least five (5) days prior to the date of the meeting stating the purpose of the meeting.

Section 4 The meeting shall follow order established by Robert's Rules of Order.

Section 5 Meetings shall convene-To Be Determined.

Section 6 Order of Business:
A. Call to Order
B. Recognition of Visitors/Members
C. Director's Report
D. Requests from Recreation & Parks Staff for funds
E. Approval of Minutes
F. Financial/Treasurer's Report
G. Upcoming Events/Volunteer Requests
H. Committee Reports
I. Old Business
J. New Business
K. Adjournment

Article 7 Quorum

Section 1 A Quorum will consist of five or more members.

Section 2 Required Vote: When a quorum is present, an affirmative vote of a majority of those member of the Board of Directors in attendance shall be necessary for the passage if any resolution.

Article 8 Finances

Section 1 All monies of the Board must be held in trust for the purpose Described in Article 2, Section 1.

Section 2 All checks written shall require any two (2) signatures: the Treasurer, President or Vice President.

Section 3 The books of the Board shall be audited in April of each year and a report given at the next regular meeting.

Article 9 Amendments

Section 1 These By Laws may be amended at any meeting of the Board provided that a quorum of the membership as stated in Article 7, Section is in attendance.

Section 2 Written notice of amendments must be provided to all members ten (10) days prior to the meeting.

Article 10 Amendment to By-Laws Jan 01

- Section 1 The WCRP Boosters 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 IRS code (or the corresponding provisions of any future US internal Revenue Law).
- Section 2 No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, directors, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 C 3 purposes.
- No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statement) any political campaign on behalf of any candidate for public office.
- Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt firm Federal Income Tax under Section 501 C 3 of the IRS code (or the corresponding provisions of any future US Internal Revenue Law) or (b) by an organization, contributions to which are deductible under Section 170 C 2 of the IRS Code (or the corresponding provisions of any future US Internal Revenue Law).
- Section 3 Upon dissolution of the organization, the Board of Directors shall after paying and/or making provisions for the payment of all of the organization, dispose of all of the assets of the organization exclusively for the purposes of the organization in such a manner, or to such organized and operated exclusively for charitable education, religious, or scientific purposes as the time shall qualify as exempt organization under Section 501 C 3 of the IRS Code (or the corresponding provisions of any US Revenue Law), as the Board of Directors/Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of the organization is then located, exclusively for such purposes or to such organizations as said Court shall determine which are organized and operated exclusively for such purposes.
- Section 4 However, if the named recipient is not then in existence or no longer a qualified distribute, or unwilling or unable to accept the distribution, then the assets of the organization shall be distributed to a fund, foundation, or corporation organized and operated exclusively for purposes specified in Section 501 C 3 of the Internal Revenue Code (or the corresponding provision of any future US Internal Revenue Law).

Adopted May 29, 2018.

President

Vice-President

Treasurer

Secretary

RECREATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

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

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term



9

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

August 15, 2018

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Homer Gudelsky Park - Parking and Use Issues

As you are aware, Commissioner Church contacted me on Monday, August 13 to report concerns he had received from his constituents regarding uncontrolled parking along Old Bridge Road and excessive noise during late night hours from patrons at Homer Gudelsky Park (also known as Stinky Beach) in West Ocean City, which is owned by the County. Parking has been an ongoing issue for some time, and now it seems that visitors are having bonfires/parties at Homer Gudelsky Park into the late hours of the night and early morning thereby hindering the peaceful enjoyment of the neighbors' properties. As a result, Commissioner Church has requested to discuss this problem with the full Board of Commissioners and determine what actions the County can and should take to control these problems. I contacted our County Attorney, Public Works Department, Recreation and Parks Department, and Sheriff's Office for their review and recommendation. Attached are their comments and recommendations summarized as follows:

- Public Works and the Sheriff's Office have been working on a proposed solution to the parking problem which they are prepared to present to the Commissioners on Tuesday. P.2
- Recreation and Parks Department has reviewed the Worcester County Park Regulations and determined that provisions are included to prohibit bonfires except by special permit. They noted that the park is posted as follows: "Park closed at dusk or one hour after last activity until 6 A.M." We can ask the Sheriff's Office to increase enforcement of these hours if necessary. P.6

Staff will be available to discuss this matter with the Commissioners at their next meeting on Tuesday, August 21.

Kelly Shannahan

From: Robert Trautman
Sent: Monday, August 13, 2018 1:26 PM
To: John Tustin
Cc: Kelly Shannahan; Andy McGee; Douglas Dods
Subject: RE: Possible Use Restrictions on Homer Gudelsky Park - AKA Stinky Beach

JT,

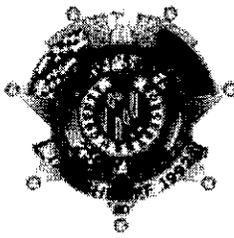
Since the adjustments with the "No Parking" signs our staff have been actively patrolling and taking enforcement action. I know for a fact that a deputy was sent there yesterday afternoon to address the parking.

As it relates to the "No Double Parking" that we discussed, we are ready to go with you and make the presentation. The issues after hours will need to be addressed on demand unless there is a violation.

Also, just FYI – I spoke with Fritz last week and updated him on our progress and actions.

Respectfully,

Sergeant Robert Trautman, Jr.



Worcester County Sheriff's Office

Government Center - Room 1001

One West Market Street

Snow Hill, Maryland 21863

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

Office: (410) 632-9300 ext. 2233

Fax: (410) 632-3070

From: John Tustin
Sent: Monday, August 13, 2018 10:55 AM
To: Robert Trautman <rtrautman@co.worcester.md.us>
Cc: Kelly Shannahan <kellys@co.worcester.md.us>
Subject: Fwd: Possible Use Restrictions on Homer Gudelsky Park - AKA Stinky Beach

Bob just wanted to copy you on this as we have been dealing with this issue over last month or so

Sent from my iPhone

Begin forwarded message:

From: Kelly Shannahan <kellys@co.worcester.md.us>
Date: August 13, 2018 at 10:52:47 AM EDT
To: Harold Higgins <hhiggins@co.worcester.md.us>
Cc: "Maureen L. Howarth" <mhowarth@co.worcester.md.us>, John Tustin <jtustin@co.worcester.md.us>, Tom Perlozzo <tperlozzo@co.worcester.md.us>, Reggie Mason <rmason@co.worcester.md.us>, Douglas Dods <ddods@co.worcester.md.us>, James Church

Kelly Shannahan

From: John Tustin
Sent: Monday, August 13, 2018 1:41 PM
To: Kelly Shannahan
Subject: FW: Parking Concerns - WOC Harbor Area
Attachments: WOCHarborArea_NoParkingSigns.7.18.18.pdf

FYI 2 areas of concern Harbor area has been addressed... Old Bridge signage map attached

John H.Tustin P.E.
Director, Worcester County DPW
6113 Timmons Road
Snow Hill , Md 21863
Office 410-632-5623
Fax 410-632-1753

From: Robert Trautman
Sent: Thursday, August 02, 2018 4:53 AM
To: John Tustin
Cc: Harold Higgins; Andy McGee; Reggie Mason; Frank Adkins; Keith Berdan
Subject: Parking Concerns - WOC Harbor Area

Mr. Tustin,

Yesterday afternoon I had the opportunity to meet with the management teams of Mad Fish Bar & Grill and Harborside Bar & Grill related to the parking concerns we've discussed. Each of the establishment's staff acknowledged the concerns and were appreciative of our approach.

Page 1 of the attachment was reviewed during my contact with each business team. Specific emphasis was directed to vehicles being parked completely off the roadway to allow free/safe passage. Printed copies of page 1 were also left at each location so that they could be posted and/or shared with their respective staff.

At this point, I believe that we've taken the appropriate action related to the signage and have informed the establishments of the concern. With that said, we are going to direct our patrol staff to monitor the area and take the appropriate action; as needed.

It's been a pleasure working with you and your team on this matter. Looking forward to the same successful resolution on our Old Bridge Road project.

Respectfully,

Sergeant Robert Trautman, Jr.



NO PARKING ANYTIME
 →
 TOW AWAY ZONE

5 and 6

NO PARKING ANYTIME
 ↔
 TOW AWAY ZONE

2, 3, 4 and 7

NO PARKING ANYTIME
 ←
 TOW AWAY ZONE

1 and 8

NO DOUBLE PARKING
 TOW AWAY ZONE

9



← PRIVATE Signage →

NO PARKING FIRE LANE

1, 4 and 6

NO PARKING FIRE LANE

2, 3, 5, 9 and 10

← WORCESTER COUNTY Signage →

**NO PARKING
BETWEEN SIGNS**

7 and 8

NO PARKING TRUCKS

11

Kelly Shannahan

From: Tom Perlozzo
Sent: Monday, August 13, 2018 12:46 PM
To: Kelly Shannahan; Harold Higgins
Cc: Maureen L. Howarth; John Tustin; Reggie Mason; Douglas Dods; James Church; Diana Purnell
Subject: RE: Possible Use Restrictions on Homer Gudelsky Park - AKA Stinky Beach

Kelly

Hi! I did review the Resolution No. 13-1 concerning park regulations and its clearly indicated no "fires" are permitted. In addition, the park is open from sunrise to sunset and is posted on the main entrance sign. In situations from my past experience, should someone want to build a bonfire, a special event application was completed for approval. Unfortunately there are less than 10 spots to park on site. We have checked recently and it seems the double parking has slowed some. Not sure how to handle things with this, but, I'll check around for any other sites that have similar issues.

Please let me know what else you might need. Thanks again!

Tom

Tom Perlozzo, Director of Recreation & Parks
Worcester County Recreation & Parks Department
6030 Public Landing Rd.
Snow Hill, MD 21863
Office - 410.632.2144 x 2505
Cell - 443.944.4022
www.worcesterrecandparks.org
Click on facebook logo to visit our page 



From: Kelly Shannahan
Sent: Monday, August 13, 2018 10:53 AM
To: Harold Higgins <hhiggins@co.worcester.md.us>
Cc: Maureen L. Howarth <mhowarth@co.worcester.md.us>; John Tustin <jtustin@co.worcester.md.us>; Tom Perlozzo <tperlozzo@co.worcester.md.us>; Reggie Mason <rmason@co.worcester.md.us>; Douglas Dods <ddods@co.worcester.md.us>; James Church <jchurch@co.worcester.md.us>; Diana Purnell <dpurnell@co.worcester.md.us>

RESOLUTION NO. 13 - 1

RESOLUTION AMENDING WORCESTER COUNTY PARK REGULATIONS

WHEREAS, Subsection CG 4-404(c) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland authorizes the County Commissioners of Worcester County to adopt additional rules, regulations, hours of operation, limitations of uses or other standards with regard to the use of County-owned property, in addition to the requirements of said section; and

WHEREAS, the County Commissioners of Worcester County, Maryland adopted Park Regulations on May 17, 2005 by the passage of Resolution No. 05-16 which apply in all parks and facilities overseen by the Worcester County Recreation & Parks Department to ensure the continued use and enjoyment of County Parks by the residents and visitors of Worcester County; and

WHEREAS, at the recommendation of the staff of the Worcester County Department of Recreation & Parks, the County Commissioners have determined that it is in the best interests of the health and safety of the citizens who utilize Worcester County's Recreation and Park facilities to adopt a Tobacco-Free Policy for these facilities.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Park Regulations for all parks and facilities in Worcester County overseen by the Worcester County Recreation & Parks Department as referenced in Resolution No. 05-16 are hereby repealed and re-enacted to read as follows:

Worcester County Recreation & Parks Department
Park Regulations

Applicability

All parks and facilities overseen by the Worcester County Recreation & Parks Department ("Department") including, but not limited to: Greys Creek Nature Park, Bishopville Park, Whaleyville Park, Showell Park, Isle of Wight Nature Park, Herring Creek Nature Park, Homer Gudelsky Park, Northern Worcester Athletic Complex, Newark Park, John Walter Smith Park, Worcester County Recreation Center, Stockton Park, Girdletree Park, and Newtown Park.

Regulations

1. Hours of Operation - No unauthorized person or vehicle may enter or remain in a park or portion thereof from sunset to sunrise or at any time prohibited by posted hours of operation unless participating in a County approved program.
2. Closing of Parks - The Department may close any park or portion thereof when deemed necessary for public safety and health, for protection of the parks' grounds, for fire hazards, for construction and maintenance, for park operations, or for parks environment protection.
3. Closed Parks - It is prohibited to enter upon or into any county-owned land or facility at any time when the land or facility is closed to the general public unless specifically authorized by the County Commissioners.
4. Alcoholic Beverages - Possession of alcoholic beverages in parks is prohibited.

5. Under the Influence – No person under the influence of alcoholic beverages or drugs will be permitted in any County park.
6. Tobacco-Free Policy – A person may not use any form of tobacco, as hereinafter defined, in a restroom, at a spectator area, concession area, or playground in any Worcester County park or recreation facility. Furthermore, a person may not use any form of tobacco, as hereinafter defined, while on Worcester County park property, within 100 yards of an organized activity at a Worcester County park. “Tobacco” includes but is not limited to: cigarettes, cigars, pipes, snuff, spit tobacco, or any other form of tobacco usage.
7. Use – Park property and recreation and park programs are open to use for all members of the public, regardless of race, sex, national origin, color or creed. The Department reserves the right to designate spaces for specific uses and or intended purposes such as softball only, soccer only, etc.
8. Interference with County Recreational Activities – It is prohibited for any person to interfere with, disrupt or disturb any recreational activity duly authorized by the Worcester County Recreation & Parks Department, whether such interference, disruption or disturbance is caused by the action of the individual, inaction of the individual or by words, gestures or other means.
9. Rules and Regulations Regarding – The County Commissioners may, by resolution, adopt additional rules, regulations, hours of operation, limitation of uses or other standards with regard to the use of county-owned property. Such rules or regulations may not contravene the purposes of this section but shall be in addition to the requirements of this section.
10. Advertising – A person may not erect or post any sign, notice or literature in a park or facility nor use any loudspeaker or public address system without first obtaining permission from the Department.
11. Camping – It is prohibited to camp on, tent on, sleep on or inhabit any roadside of any county road or along any county roadside, within the right-of-way of the road or in any county recreational park or in, on or adjacent to any county landing or any other county-owned property unless specifically authorized by law or resolution of the County Commissioners.
12. Weapons & Firearms – No person, other than a law enforcement officer or otherwise authorized officer, shall carry, possess or discharge a firearm or weapon of any kind on park property.
13. Fires – No person shall build or cause to be built or set any fire except within established barbecue grills. No person shall leave any fire, and all such fires shall be thoroughly extinguished prior to leaving the site.
14. Disturbing the Peace – No one may disturb the peace at any of the County parks.
15. Commercial Activities – Peddling, soliciting or conducting of any service, business, trade or occupation, including the taking of photographs and motion pictures for commercial use is prohibited except by permission from the Department.
16. Aeronautical Activities – Powered model airplanes or rockets may not be flown over or launched from any park. Airplanes, helium hot air balloons larger than 12” in diameter, hang gliders, parachutes, ultra light planes, or any other person-operated aircraft shall not be flown or launched from park property.

17. Automobiles – A person may not wash, repair or perform other work on any personal automobile on park property except in the case of emergency. No overnight parking of automobiles, tractor trailers, mobile homes, etc. Violators will be towed at owners' expense.
18. Animals – Dogs are required to be on a leash at all times on County park property. In all leash areas, the person in control of the dog on a leash shall remove all excrement deposited by the dog on property other than property of the owner or property of the person in control of the dog and dispose of such excrement in a legal and proper way.
19. Fishing – Fishing is permitted only in compliance with State law and posted rules.
20. Flora and Fauna – Unless authorized by law, a person may not catch, molest or kill any wildlife or disturb any nest, burrow or den of any animal or fowl. A person may not injure, remove or destroy any flora. Planting of vegetation and/or digging into the surface or park property are prohibited except by permission of the Department.
21. Gambling – Gambling, gaming, wheels of fortune or other games of chance are prohibited except by permission of the Department.
22. Hunting – Hunting or trapping is prohibited on park property except for animal control purposes or except as permitted by the Department.
23. Golf – The hitting of golf balls is prohibited on County park property.
24. Metal Detectors – The use of metal detectors are prohibited on County park property.
25. Littering – No person shall discard, deposit, dump, or allow to blow away refuse of any kind in or upon park property, except by placing such refuse in a container provided for such purpose. No household trash is to be discarded in County Park.
26. Trees – No person may cut, saw, or injure any live or dead trees or part thereof with any type of equipment, power or otherwise, on park property, or remove any live or dead trees from park property, except by permission of the Department.
27. Swimming – Swimming is prohibited at County Parks.
28. Commercial Activities – A person may not utilize park property or any portion thereof for conducting private instruction or lessons.
29. Trespassing – It is prohibited to enter upon or into any county-owned land or facility at any time when the land or facility is closed to the general public unless specifically authorized by the County Commissioners.
30. Traffic and Parking – No person shall operate any motorized vehicle on park property other than on a road or street to which public access has not been prohibited. No off-road vehicles such as all terrain four-wheels, unlicensed motorcycle, snowmobile or golf cart, etc. will be allowed on County Property. Violators will be prosecuted. Buses, trucks and commercial vehicles with commercial marking or tools of trade, with the exception of taxi cabs and tool trucks on service calls to disabled vehicles, shall not be operated on park property unless permission has first been obtained from the Department. User is responsible to inform participants of parking regulations.

31. Paths and Trails - Only pedestrians and non-motorized vehicles may use those paths and trails designated by the Department as footpaths, nature trails, or bicycle trails. Horses, horse-drawn vehicles and motor vehicles shall be prohibited.

32. Violations - Any person who violates any rules or regulations adopted by the County Commissioners pursuant hereto shall be guilty of a civil infraction.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

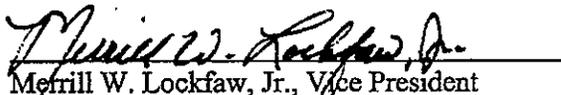
PASSED AND ADOPTED this 2nd day of January, 2013.

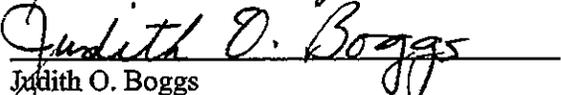
ATTEST:

WORCESTER COUNTY COMMISSIONERS


Gerald T. Mason
Chief Administrative Officer


James C. Church, President

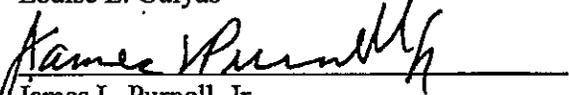

Merrill W. Lockfaw, Jr., Vice President


Judith O. Boggs


Madison J. Bunting, Jr.

Absent

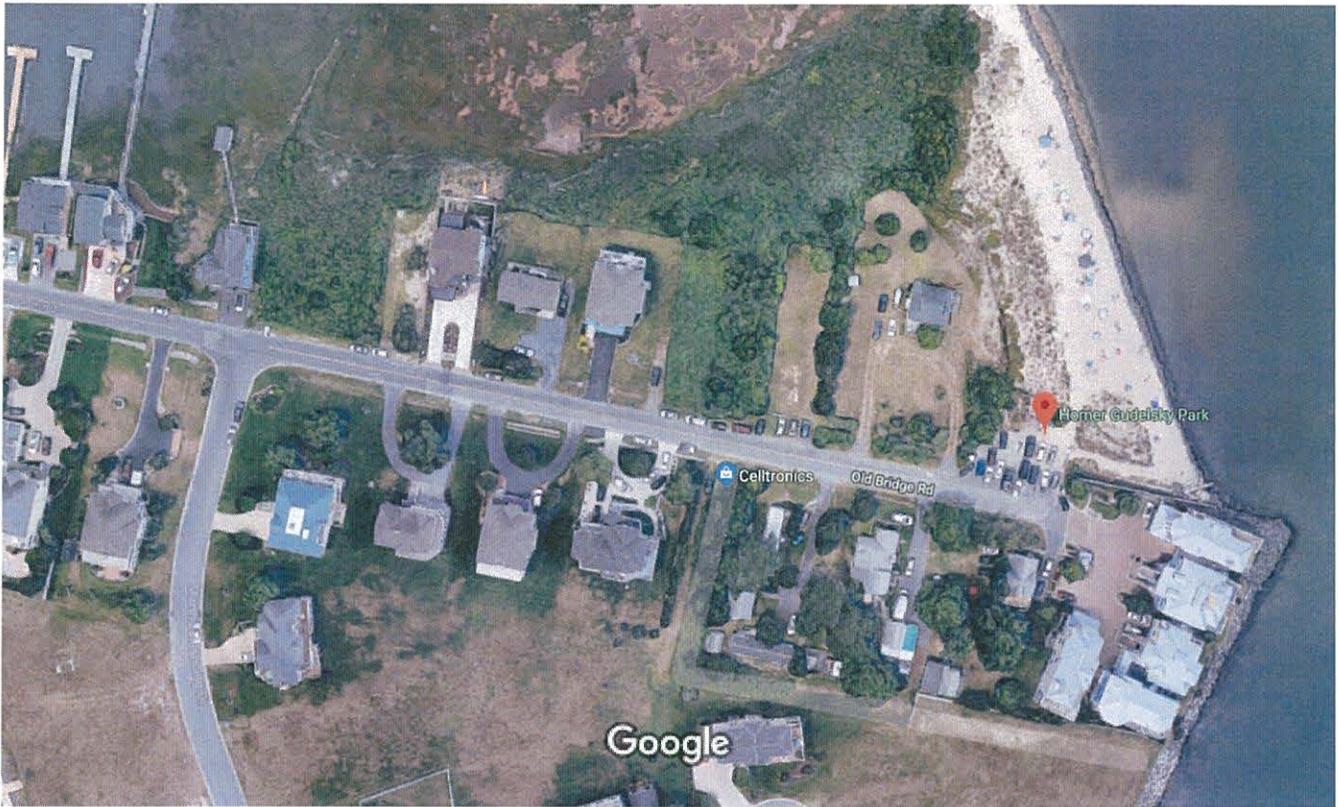
Louise L. Gulyas


James L. Purnell, Jr.


Virgil L. Shockley

Google Maps

Homer Gudelsky Park



Imagery ©2018 Google, Map data ©2018 Google 100 ft



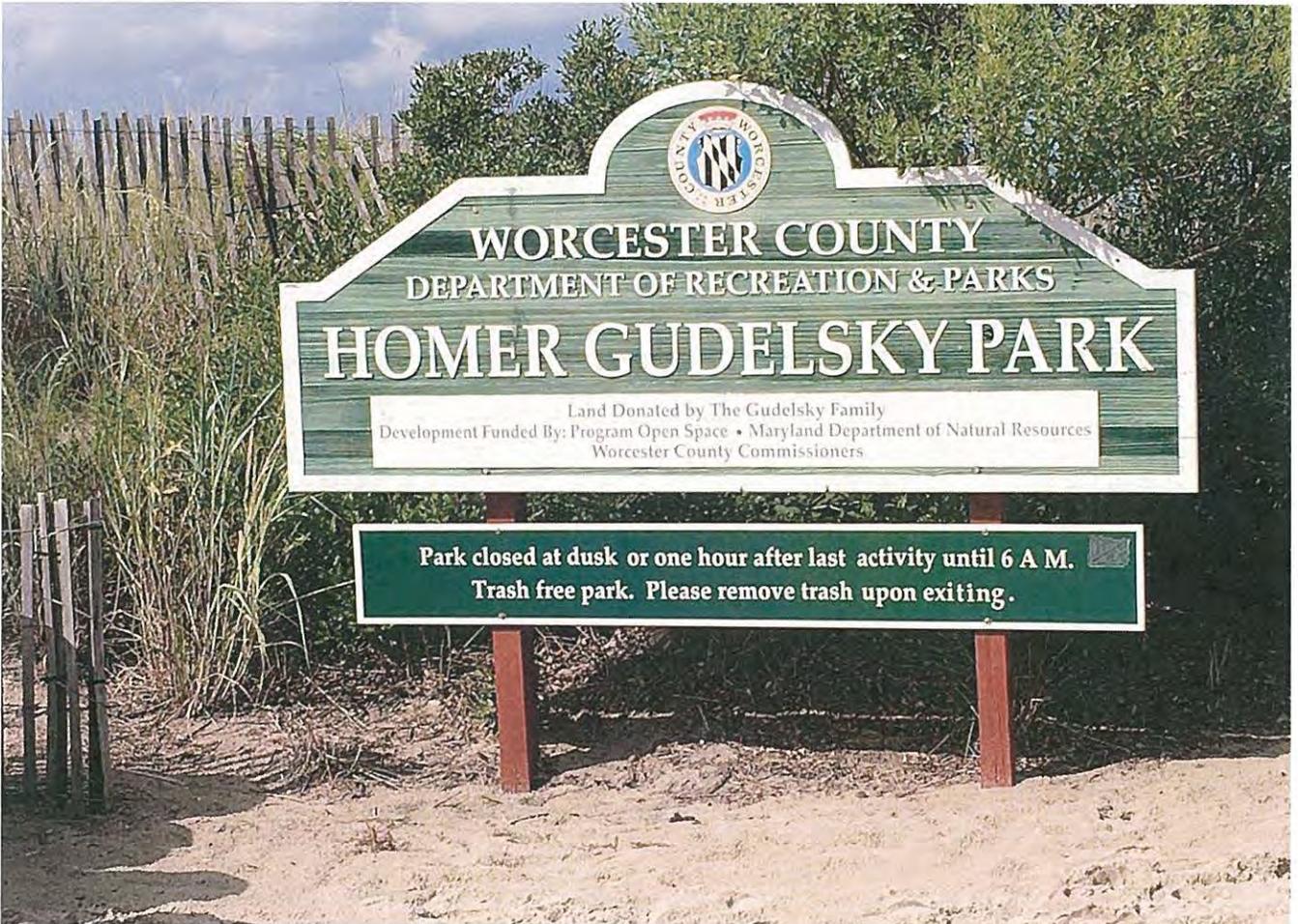
Homer Gudelsky Park

4.7 ★★★★★ · 35 reviews

Park

13055 Old Bridge Rd, Ocean City, MD 21842

11



*









10

RECEIVED
AUG 13 2018
Worcester County Admin

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: August 10, 2018
SUBJECT: Household Hazardous Waste Collection Day – September 22, 2018

DIVISIONS

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

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

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

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

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

.....
We have scheduled another Household Hazardous Waste Day for Saturday, September 22, 2018 at the Showell Elementary School on Rt. 589. MDE and MES has been notified and have put us on their schedule for that day as they need to know in advance as other counties are also scheduling events at that time of year. The Worcester County Recycling Division will also collect computers and laptops at this event. CLEAN VENTURES will also handle the Hazardous Waste collection. The total cost of this event, including advertising is expected to be around \$16,000. The funds for this are in the Recycling Budget – 680.7003.6700.640.

The Towns of Ocean City, Berlin, Snow Hill & Pocomoke City will be notified about this event and will be invited to participate.

Should you have any questions, please don't hesitate to call me.

cc: Mike Mitchell

ATTENTION

WORCESTER COUNTY
RESIDENTS ONLY!!!

FREE Household Hazardous Waste Collection

Saturday, September 22, 2018
10 AM-2 PM

Collections to be held at
SHOWELL ELEMENTARY SCHOOL
RACETRACK RD., BERLIN

Household Hazardous Waste Collection

WHAT WILL BE ACCEPTED:

Computers & Laptops (No Other Electronics)
Gasoline • Gas/Oil Mixtures • Fuels • Acids
Cleaners • Solvents • Automotive Fluids • Bleach
Ammonia • Pool Chemicals • Pesticides
Dark Room Supplies • CFL Light Bulbs • Batteries
Insecticides • Herbicides • Oil-Based Paints
Thinners • Turpentine • Wood Preservatives
Wood Strippers • Etc.

All of these materials will go to a
HAZ MAT disposal site.

Dispose of **solidified** water based paint in trash.
(to solidify – add dirt, sand, kitty litter, mulch, etc.)

THESE ITEMS WILL BE ACCEPTED AT
SHOWELL ELEMENTARY SCHOOL
RACETRACK RD., BERLIN
SEPTEMBER 22, 2018, 10 AM - 2 PM

WHAT WILL NOT BE ACCEPTED:

Explosives • Ammunition • Medical Waste
Radioactive Materials • Picric Acid • Asbestos
Televisions • TV Remotes • CPU's • Keyboards
Mouse • Printers • Modems • Scanners • Cables
Misc. Computer Parts • VCR's • CD Player's
Calculators • Cell Phones • Radios • Stereos
CB Radios • Fax Machines • Misc. items

ELECTRONICS WILL NOT BE ACCEPTED

For more information on this event, Please
call Mike McClung, Recycling Coordinator
410-632-3177 Ext. 2405 or email at
mmclung@co.worcester.md.us

No Materials will be accepted from
Business, Industrial or Commercial Sources.

AUG 13 2018
Worcester County Admin



11

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: August 10, 2018
SUBJECT: Bid Request - One (1) New Off-Road Dump Truck

DIVISIONS

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

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

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

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

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

.....
The Department of Public Works, Solid Waste Division is requesting authorization to solicit bids for the purchase of One (1) New Off-Road Dump Truck.

Attached for your review and approval are the required Notice to Bidders, Bid Specifications, Bid Form and Vendor's List. Funds to purchase this equipment were approved in FY2018-2019 operating budget as a re-occurring lease from Account Number 680.7002.9010.

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

Attachments

cc: Mike Mitchell

DRAFT

NOTICE TO BIDDERS

**One (1) New Off-Road Dump Truck
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of **One (1) New Off-Road Dump Truck** for the Department of Public Works – Solid Waste Division. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m., Monday, September 24, 2018 in the Office of the County Commissioners at the above address. Envelopes shall be marked “**One (1) New Off-Road Dump Truck**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate. All inquires shall be directed to: Michael Mitchell, Solid Waste Superintendent at (410) 632-3177.

GENERAL - Specifications -

One (1) OFF-ROAD Dump Truck, Current Model Year

The equipment called for in this specification shall be a **One (1) OFF-ROAD Dump Truck, Current Model Year**. The unit shall be self-propelled, 6X6 minimum, with open cargo body, rear dumping with automatic rear tail-gate designed to transport and dump materials (earth, sand, and stone aggregate, minimum 17 cubic yard capacity) in rough terrain under all weather conditions and will be used by the Worcester County Public Works Dept. - Solid Waste Division at the Central Landfill Facility. It shall be the standard product of one manufacture. The selling dealer shall provide the parts and service facilities to properly service the machine and all its components and assure its performance. Any and all parts or attachments not specifically mentioned but necessary to furnish complete equipment shall be furnished by the successful bidder and they shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice indicated in these specifications. **One (1) OFF-ROAD Dump Truck**, shall be the current model in production at time of bid.

ENGINE:

Tier IV Final Emissions Equipped

Minimum 350 Horsepower.

Minimum 750 cubic inch displacement.

Replaceable Element Oil filters, Fuel filters, and Air Cleaners, with service indicator.

POWER TRAIN:

Transmission to be compatible with the engine, adequate transmission cooling to be provided.

Machine to include a full Drive Line Locking System for all three (3) axles and all six (6) wheels.

Differentials to be hydraulically engaged on the go.

TIRES:

23.5 X 25 Radial Tires on all six (6) wheels.

GUARDS:

Brake shield on all wheels

Crankcase

Power Train

Radiator

EXHAUST:

Vertical exhaust with mufflers and rain caps.

ELECTRICAL SYSTEM:

24 Volt Electrical System.
Alternator - 35 AMP Minimum.
Front & Rear dual sealed beam lights with clear lens.
Directional Turn Signal System
4 - Way Flashers
Rear-mounted Flood Light

CAB:

ROPS/FOPS cab
All weather - fully enclosed steel construction
Sound suppression package
Opening type windows with tinted safety glass
Adjustable Air-suspension seat with safety belt
Seat - Padded companion with safety belt
Air Vents
Defroster fan
Heater
Front and Rear intermittent windshield wipers
Air Conditioning
AM/FM Radio with Clock. Include Two (2) Speakers.
Cigar Lighter (For Aux. power outlet)
CB Antennas (2) Mirror Mounted 4 ft. length.
CB radio accommodation Package Hot wire to feed from Accessory side of ignition switch
2 Way Radio Wiring effects Package
Strobe Type Beacon Lite
Back-up Camera for Safety

INSTRUMENTATION:

Gauges and/or electronic monitoring systems to include:
Alternator, engine coolant temperature, brake oil pressure, engine oil pressure, low fuel indicator, fuel, torque converter temperature.
Meters to include: service hour indicator, speedometer, tachometer.

ADDITIONAL EQUIPMENT:

Ether Starting Aid
Toolbox, Lockable
Back-up Alarm
Fire Suppression System
Self-Greasing System
Automatic Rear Tailgate

OSHA COMPLIANCE:

The machine must meet all emission controls, sound and Federal OSHA standards.

SERVICE REQUIREMENTS:

The successful bidder shall provide field service every 250 hours according to the manufacturer's recommended service schedule. This service shall include all labor, travel time, oils, fluids, all required filters, minor mechanical adjustments and an oil analysis. A follow through written report shall be submitted to the County per service visit. The service facilities must be within 60 mile radius of Newark, MD. The vendor shall indicate the location of his service facility on the bid form.

MANUALS:

The vendor shall supply the County with one copy each of the following manuals upon delivery:

- Operator's Manual
- Parts Manual

SERVICE:

Machine shall be designed to simplify and minimize requirement for routine maintenance. Bidders shall be required to prepare an estimate of hourly lubrication and maintenance and demonstrate relative ease of performing manufacturer's recommended routine maintenance requirements.

WARRANTY:

The vendor shall supply the county with two (2) copies of the Manufacturer's warranty at the time of delivery. Warranty shall be full machine warranty for Seven (7) years, or 12,500 hours on total machine, including travel & mileage and a list shall be supplied by seller of components covered. If machine is inoperable for more than 2 days, successful bidder must supply the county with a machine of equal specifications until repairs are made to county machine.

ADJUSTED COST AND SEVEN YEAR REPURCHASE PROGRAM

The County will determine an adjusted bid by considering depreciation when analyzing bids.

Accordingly, an award of contract under these specifications may be made on basis of the lowest adjusted bid to be determined as follows:

Each bidder shall submit a price bid for equipment proposed pursuant to these specifications, together with the price at which he will agree to buy back said equipment at any time within a period of Seven (7) years from the date of delivery. Such repurchase shall be deducted from the price for the equipment and the result will be the adjusted price.

The County reserves the right to sell the equipment back to the contractor at any time during the Seven (7) year period at the purchase price stated in the bid, or to make no resale whatsoever.

The County warrants the equipment sold back to the contractor will be in operating condition at time of repurchase.

The contractor shall be excluded from performance under the contract only if prevented directly or indirectly by fire, flood, strike, act of God, war, or act of Government.

The price or prices quoted shall include all transportation charges including all applicable motor vehicle fees fully prepaid to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

Awards will be made on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs, and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of the purchaser.

APPROVED EQUALS

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 equal can be substituted. 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 tended to be restrictive. 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.

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) New Off-Road Dump Truck** and understand the said requirements.

I hereby propose to furnish this unit as follows:

One (1) New Off-Road Dump Truck

Make: _____ **Model:** _____

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine Warranty with 12,500 hrs. and Seven (7) Year Parts Availability Warranty.

Acquisition Cost	\$ _____
Less Guaranteed Buy Back at end of Seven (7) Years	\$ _____
Net Adjusted Price	\$ _____
Monthly Payment for Sixty mo. - Lease Purchase Option	\$ _____
Interest Rate	\$ _____

Described units will be delivered within _____ calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

Service facility location:

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

BIDDERS LIST

Alban Tractor Co. Inc.
1770 Westwood Drive – Suite 106
Salisbury, MD 21801
410-341-3900 – Office
443-521-9098 - Cell
410-341-3693 – Fax
Bsellers@albancat.com

JESCO, INC
9060 Ocean Highway
Delmar, MD 21875
410-546-1090
410-546-0899 – Fax
Billy.bock@jesco.us

Midlantic Machinery Inc.
28587 Sussex HWY
Laurel, DE 19956
302-715-5382
Donnie Dyott
443-838-8702
Don.dyott@midatlanticmachinery.com

McClung-Logan Equipment Co
4601 Washington Blvd.
Baltimore, MD 21227
1-540-980-3750 X 6611
dbeehner@mcclung-logan.com

Elliott & Frantz, Inc.
P.O Box 638
Delmar, DE 19940
302-846-3033
302-846-0763 - Fax
rwelliottfrantz@yahoo.com

Groff Tractor Mid-Atlantic
12420 Sussex Highway
Box 338
Greenwood, DE 19950
302-349-5760
302-349-5785 – FAX
Mike.youse@grofftractor.com



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AUG 13 2018
Worcester County Admin

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

JOHN H. TUSTIN, P.E.
DIRECTOR

MEMORANDUM

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: August 13, 2018
SUBJECT: Langmaid Road Borrow Pit

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

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DIVISIONS

Worcester County has been operating the subject Borrow Pit since the early 1970's located at the end of Langmaid Road, which is also the home of the Worcester County Sherriff's firing range. Recently, the Maryland Department of the Environment (MDE) has verbally requested that the County make said application for County Exemption to the Surface Mining Law of 1977, which does not apply to activities for the State Highway Administration or any County Roads Department in the State of Maryland. We were previously under the assumption that this exemption had been granted many years ago, but MDE has not been able to substantiate that claim. I have received the attached proposal from EA Engineering, and I have also solicited but have not received a similar proposal from another Engineering Consultant, in the amount of \$3,132.35 to perform the activities necessary to prepare the plans required to apply for the exemption to ensure that the Roads Department can periodically utilize the Borrow Pit to retrieve materials for related construction activities in the County. Funds are available within the FY 19 Roads Division Budget for this effort .

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

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

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

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

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

I've attached a copy of Resolution No. 575 that was adopted by Wicomico County in April of 2004 that we can use as a model for our Resolution which would outline the adopted reclamation standards that will need to be presented to MDE prior to receiving the exemption.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachments

cc: Frank Adkins



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

11200 Racetrack Road Unit 101
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

August 10, 2018
Proposal No. 0790512G

Mr. John Tustin, P.E.
Director of Public Works
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Subject: Contract Modification Proposal for Engineering Services
Langmaid Road Parcel – Exemption Application for a County Surface Mining
Permit**

Dear Mr. Tustin:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter contract modification proposal to the Worcester County Department of Public Works (County) to provide engineering and consulting services for the preparation of a Surface Mining Permit County Exemption Application associated with the County owned parcel on Langmaid Road. To allow the County to excavate material from this site, the Maryland Department of the Environment (MDE) requires the County to submit an exemption application to include an approved Erosion and Sediment Control (ESC) plan. Prior to the request for exemption, the County code must adopt language to include 'Reclamation Standards for County Owned Surface Mines.' The following includes EA's proposed scope of work and associated fee.

Scope of Work— Upon notice to proceed, EA will assist the County with the preparation of a draft resolution for the Worcester County Commissioners review, public hearing and County adoption. In support of the exemption application, EA will prepare a drawing set and obtain ESC approval through the Worcester Conservation District. EA will utilize Google Earth Digital Terrain Model for the development of the site topography for the Langmaid Road site. The topographic data will be utilized to complete the ESC drawings for the Surface Mining Permit exemption application for submission to the MDE. The anticipated drawing set will include the following sheet set:

- Title/Owner Information Sheet
- Existing Conditions Plan
- Mining/Excavation Plan
- Cross Sections
- Erosion and Sediment Control Details
- Erosion and Sediment Control Notes

On behalf of Worcester County, EA will prepare an exemption application for a Surface Mining Permit and submit to the MDE. The exemption application is required to accompany an approved ESC plan and a notarized Landowner's Consent to Right of Entry along with the



approved ESC plan. Worcester County Commissioners will be identified as the Owner. EA will coordinate with Worcester County to gather the pertinent application information for submittal. EA's historical involvement with the site since 2013 includes the completion of previous completed test pits, meetings with the County Solid Waste Division and MDE and phone conversations with MDE, EA maintains a thorough knowledge of the site and expectations of the MDE for the preparation of the Surface Mining Permit exemption application. Based on this understanding and historical site investigations, EA proposes the following project assumptions.

- EA assumes that a geotechnical investigation is not required, and the groundwater elevation can be presented as an assumed elevation based on existing site conditions. EA will coordinate and schedule a site visit with the County to review limits of mining/excavation and determine and approximate groundwater elevation.
- EA assumes that existing Google Earth Digital Terrain Model data will be sufficient to support the topography required for the ESC plan approval.
- EA will utilize published information for the critical areas limit and buffer. Effort for a separate environmental evaluation including a wetland delineation is not included in this proposal.

Project Schedule—EA understands that the project schedule is important to the County. EA will complete a draft of the ESC drawings and exemption application within two weeks following the notice to proceed. Following the County's review and comment, EA will finalize and submit to the MDE within one week of receipt of County comments.

Fee—EA proposes to complete the work detailed herein for a time and materials fee of \$3,132.35. The work described under this proposal will be performed as a modification to EA's project number 1060936 and our contract with Worcester County dated March 1, 2011.



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 should you have any questions concerning this proposal.

Respectfully yours,

Darl Kolar, P.E.
Project Manager

cc: Sam Davis, P.E. - EA

ACCEPTANCE: I have reviewed and understand the information contained in this proposal, and by my signature below provide authorization to proceed with the work defined herein.

Signature	Date
John H. Tustin, P.E. – Director, DPW	Worcester County, Maryland
Name and Title (printed or typed)	Client Name (printed or typed)
410-632-5623	410-632-1753
Phone Number	Fax Number

Attachment A
Cost Estimate
Worcester County Engineering Services - Surface Mining Permit
Langmaid Road - Newark, MD
July 2018

Total - Langmaid Road Surface Mining Permit ESC Drawings

EA Labor	Hours		Rate	Effort	Anticipated Staff
Senior Technical Reviewer	2	\$	227.94	\$ 455.88	Sam Davis
Senior Engineer	0	\$	-	\$ -	Mark Gutberlet
Project Manager	2	\$	193.11	\$ 386.22	Darl Kolar
Task Manager	3	\$	118.29	\$ 354.87	Steven Lemasters
Staff Engineer	20	\$	91.18	\$ 1,823.52	Neil Hallowell
<i>Total Personnel Effort</i>					\$3,020.50

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 25.00	\$ -	
Mobile Phone	0	days	\$ 75.00	\$ -	
Digital Camera	0	days	\$ 27.79	\$ -	
Drawing Reproduction*	20	sheets	\$ 3.00	\$ 60.00	
Copies	0	pgs	\$ 0.07	\$ -	
Color Copies	0	pgs	\$ 0.16	\$ -	
Auto	0	days	\$ 67.59	\$ -	
Auto mileage	85	miles	\$ 0.61	\$ 51.85	
Misc. Supplies	0	ls	\$ 50.00	\$ -	
<i>Total Other Direct Costs</i>					\$111.85

Subcontractors

Aerial Survey	0	ls	\$ 4,862.00	\$ -	
Ground Control	0	ea		\$ -	
Markup on Subcontractors @ 5%	1	ls		\$ -	
<i>Total Subcontractors</i>					\$0.00

TOTAL	\$3,132.35
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MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land and Materials Administration • Minerals, Oil, & Gas Division
1800 Washington Blvd. Ste 655 • Baltimore Maryland 21230
(410) 537-3557 • 1-800-633-6101 x3557 • www.mde.maryland.gov

Instructions for the Application for County Exemption

Accompanying the application shall be a letter from the county agency requesting the exemption, a notarized Landowner's Consent to Right of Entry and a sediment and erosion control plan approved by the local Soil Conservation District. Any other local State or Federal approvals must be obtained by the applicant.

A map shall be submitted, in duplicate, with this application. The map shall be on a scale not smaller than 1 inch = 200 feet, with a contour interval appropriate for the area and representative cross-sections. The map shall show the following:

1. Site location of the tract of land to be affected.
2. Location and names of streams, road, railroads and utility lines that are on or immediately adjacent to the affected area.
3. Location of all buildings within 200 feet of the outer perimeter of the affected area.
4. Property lines.
5. Name of tract owner of affected area.
6. Names of adjacent landowners.
7. Municipality or district and county.
8. Location of test borings or sites of test samples, if any.
9. Outline and designation of pits, topsoil/subsoil storage areas, stockpiles, settling ponds, wetland areas, forested and reforestation lands, areas to be mined at a future date and haul road.

All documents, maps and materials submitted shall have the name and address of the applicant and the date placed on the front of the material for identification. Acreage not included in the application or under a valid county exemption may not be mined or used in conjunction with mining. If additional space is needed to answer a question use a plain sheet of paper and attach to the application.

The application and all inquiries regarding a county exemption should be directed to:

Minerals, Oil & Gas Division
Land and Materials Administration
Department of the Environment
1800 Washington Blvd., Ste 655
Baltimore, MD 21230
(410) 537-3557

This Notice is provided pursuant to § 10-624 of the State Government Article of the Maryland Code. The personal information requested on this form is intended to be used in processing your application. Failure to provide the information requested may result in your application not being processed. You have the right to inspect, amend, or correct this form. The Maryland Department of the Environment ("MDE") is a public agency and subject to the Maryland Public Information Act (Md. Code Ann., State Gov't §§ 10-601, et seq.). This form may be made available on the Internet via MDE's website and is subject to inspection or copying, in whole or in part, by the public and other governmental agencies, if not protected by federal or State law.

RESOLUTION NO. 575
RECLAMATION STANDARDS FOR
COUNTY OWNED SURFACE MINES

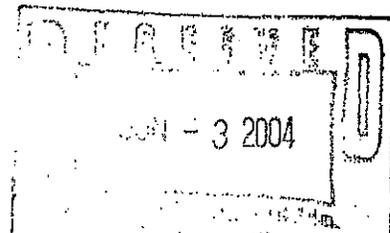
A RESOLUTION OF THE COUNTY COUNCIL OF WICOMICO COUNTY –
RECLAMATION STANDARDS FOR COUNTY OWNED OR OPERATED BORROW
PITS WHICH ARE UTILIZED FOR THE CONSTRUCTION OR MAINTENANCE OF
COUNTY ROADS AND OTHER PUBLIC FACILITIES.

WHEREAS, the State Surface Mine Law, Title 15, Subtitle 8 of the the Annotated Code of Maryland, provides for the protection and conservation of the natural resources of the State of Maryland and the reclamation of areas of land affected in the surface mining of metallic and non-metallic minerals other than coal, aids in the protection of birds and wildlife, decreases soil erosion, prevents pollution of rivers, streams and lakes, prevents loss or waste of valuable mineral resources, prevents and eliminates hazards to health and safety, to provide for reclamation of mined areas so as to assure the use of these lands for productive purposes, and generally provides for the continued use and enjoyment of these lands.

WHEREAS, after January 1, 1977, no person may conduct an active operation to extract minerals by the surface mining method in the State without first obtaining a surface mining operator's license.

WHEREAS, after January 1, 1977, no licensed operator may engage in surface mining within the State of Maryland without first obtaining a surface mining permit which covers the affected land.

WHEREAS, the provisions of the Surface Mine Law do not apply to activities of the State Highway Administration, any County Roads Department in the State of Maryland, any legally-constituted public governing entities such as municipal corporations, or to activities of any person acting under contract with any of these public agencies or entities, on highway rights-of-way or borrow pits maintained solely in connection with the construction, repair and maintenance of the public roads system of the State of Maryland or other County or public facilities.



WHEREAS, this exemption does not become effective until the public agencies or entities have adopted reclamation standards applying to activities and the standards that are approved by the Maryland Department of the Environment.

WHEREAS, the County Council of Wicomico County desires to amend reclamation standards applying to the activities in County owned or operated borrow pits, which are utilized for the construction or maintenance of County Roads or other County facilities.

NOW THEREFORE, BE IT RESOLVED THIS day of , 2004, that the County Council of Wicomico County, Maryland, establish the following reclamation standards for County owned borrow pits:

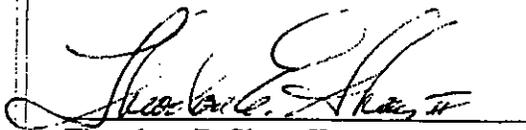
**RECLAMATION STANDARDS FOR BORROW PITS OWNED BY
WICOMICO COUNTY, MARYLAND**

1. A completed "Application for County Exemption" form and a site plan of the affected land indicating previous and future use of the borrow pit shall be submitted to the Maryland Department of the Environment for review and approval.
2. Where applicable, the removal of borrow material should be staged so that reclamation can immediately follow completion of a portion of the site. Total reclamation shall be performed upon completion of removal of material from site.
3. Site selection of a borrow pit shall not violate any state or applicable local laws or ordinances – i.e., zoning, floodplain encroachment, sedimentation controls, Critical Area Plan, etc.
4. The Maryland Department of the Environment shall make periodic site inspection. The Maryland Department of the Environment shall also conduct a final review of the reclamation only after the Wicomico County Department of Public Works requests it.
5. If periodic inspections show that dust control, visual screening, and proper safety precautions are not being observed, then measures must be taken to correct these conditions.

6. Sediment Controls as recommended by the Natural Resources Conservation Service and approved by the Wicomico County Soil Conservation District shall be constructed prior to the start of mining operations.
- a. Surface runoff from surface mined areas shall be controlled by means of earth berms and sediment basins or traps.
 - b. Mountable berms across roadways shall be used to deflect surface runoff from roadways at critical areas.
 - c. All final slopes shall not exceed 3:1 above the water surface elevation or 2:1 below the water surface.
 - d. All disturbed area shall be seeded as mining is completed as follows:
Lime – 100 lbs per 1,000 square feet or 2 Tons per acre.
10-10-10 Fertilizer - 25 lbs. Per 1,000 square feet or 1,000 lbs. Per acre.
Orchard Grass - 4 lbs. Per 1,000 square feet or 150 lbs. Per acre.
Annual Rye Grass 3.2 lbs. Per 1,000 square feet or 2.5 bushels per acre.
Serecia or Korean Lespedeza (hull-less seed) 0.5 lbs. Per 1,000 square feet or 20 lbs. Per acre.
 - e. A final inspection of reclamation shall be made by the Maryland Department of the Environment after receiving a written request from the Wicomico County Department of Public Works.

DONE AT SALISBURY, MARYLAND, THIS 10TH DAY OF APRIL, 2004.

ATTEST:


Theodore E. Shea, II,
Administrative Director

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND


Anthony S. Sarbanes, President at-Large



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

'America's Coolest Small Town'



13

Mayor

Wm. Gee Williams, III

Vice President

Elroy Brittingham, Sr.

Council Members

Dean Burrell, Sr.

Troy Purnell

Thomas L. Gulyas

Zackery Tyndall

Town Attorney

David Gaskill

Town Administrator

Laura Allen

August 2, 2018

Mr. Harold Higgins, Chief Administrative Officer
1 W. Market Street
Government Office Center Room 1103
Snow Hill, MD 21863

Mr. Higgins,

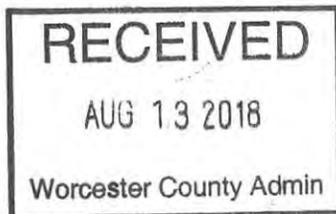
The Town of Berlin would like to utilize an area in the parking lot of the Worcester County Dental office for a 6 yard dumpster to serve several residents and businesses in the area. The dumpster will be emptied at least 2 to 3 times per week.

Currently, there is a Bennett Waste dumpster on site that I believe the county has under contract. The Towns willing to allow the Dental Complex to utilize the town's dumpster at no charge if you will let us use that space.

We appreciate your consideration in this matter and are willing to discuss if you have any further questions or concerns. When we reach a consensus the Town would like to memorialize it in a written agreement.

Sincerely,

Jane Kreiter
Director of Public Works & Water Resources
Town of Berlin
410-641-3845



From: John Tustin
Sent: Monday, August 13, 2018 12:04 PM
To: Harold Higgins
Cc: Kelly Shannahan; Ken Whited; Michael Hutchinson
Subject: FW:
Attachments: 20180808140556685.pdf

I met with Ms. Kreiter on site last week to discuss this issue and her letter accurately reflects our discussions and hopefully the County Commissioners will approve this request .

If so, our Bennett dumpster would be removed saving the County a few bucks each month .

I am in agreement to allow the Town of Berlin to place a 6 Cy dumpster at the location of Bennett's current 2 Cy dumpster .
there is adequate space and does not affect the parking for the Dental Clinic

Thanks

John H.Tustin P.E.
Director, Worcester County DPW
6113 Timmons Road
Snow Hill , Md 21863
Office 410-632-5623
Fax 410-632-1753

From: Harold Higgins
Sent: Monday, August 13, 2018 11:06 AM
To: John Tustin
Subject:

Per your request.

HH