

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

December 4, 2018

Please Note
Swearing In Ceremony
Will Begin at 9:30 AM

- 9:30 AM - Swearing in Ceremony for Incoming Board of County Commissioners
9:40 - Comments from County Commissioners
9:50 -
10:00 - Recess to 3rd Floor Training Room for Reception
- Item #
- 11:00 - Reconvene in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session
- 11:01 - Closed Session: Discussion regarding temporary promotion of Sergeant at Jail; receiving legal advice from Counsel; and performing administrative functions A-H
- 11:30 - Call to Order, Prayer, Pledge of Allegiance
Election of President and Vice President
- 11:35 - Report on Closed Session; Review and Approval of Minutes
- 11:40 - Chief Administrative Officer: Administrative Matters 1-10
(Award of Bid for Housing Rehabilitation Project in West Ocean City; CDBG Homeless Initiative Grant and Notice of Intent to Request Release of Funds - Diakonia Shelter Renovation Project; Verizon Tower Antenna Lease at Ocean Pines Wastewater Treatment Plant Property; Approval of Findings of Fact and Resolutions for - Sea Oaks Village RPC and Rezoning Case No. 420; Request for Out-of-State Travel - American Planning Association National Conference; County Commissioners Membership on County Boards and Commissions; Upcoming Board Appointments; Correction to Minutes of October 23, 2018; and potentially other administrative matters)
- 11:50 -
11:55 - Questions from the Press
12:00 - Christmas Tree Trimming with Worcester County Developmental Center Clients - 1st Floor Atrium
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) 1-10, continued
1:10 -
1:20 -
1:30 -

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 phone during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

November 20, 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 Bertino, seconded by Commissioner Bunting, 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 Jesse Bozman, Nathan Cook, and Ashley Hawk as Correctional Officer Trainees and promoting Michael Adams from Corporal to Sergeant to fill vacancies at the Jail; promoting William "Jimmy" Clarke from Roads Worker V to Traffic Control Foreman in the Roads Division and agreeing to post for a Roads Worker II; hiring John Carson as a Landfill Operator I and Robert Kennan as the Recycling Crew Leader, and denying a request to fill a vacant Recycle Worker I position in the Solid Waste Division of Public Works; 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 late morning closed session on November 7, 2018 and the morning closed session on November 20, 2018.

Commissioner Purnell congratulated Arlene Page for being appointed by Governor Larry Hogan to serve on the Worcester County Property Tax Assessment Appeal Board.

The Commissioners reviewed and approved the open and closed session minutes of their November 7, 2018 meeting as presented.

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Church, the Commissioners unanimously awarded the low bid for the general rehabilitation of a single family home on White Horse Drive in Ocean Pines to Ocean Tower Construction, LLC of Ocean City, Maryland at a cost of \$30,546.

Pursuant to the recommendation of Ms. Bynum and upon a motion by Commissioner

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Bertino, the Commissioners unanimously awarded the sole bid of \$29,402 and accompanying addendum of \$12,110 for a total bid price of \$41,512 from Poseidon Plumbing and Home Services of Ocean City, Maryland for the general rehabilitation and extensive cleaning to eliminate environmental hazards presented by waste infiltration into a single family home on Friendship Road in Berlin.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Elder, the Commissioners unanimously approved bid specifications for the general rehabilitation of an owner-occupied home in Berlin, which is to be funded through the County's current Community Development Block Grant (CDBG).

Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously approved an authorized over-expenditure of \$9,939.32 for sewer pump repairs and replacement and \$4,350 for ongoing maintenance in the FY19 budget and accepted the proposal from Chesapeake Environmental Services (CES) for repairs and for the removal of excess trash at a cost of \$1,450 per trip, with quarterly services. Warden Bounds advised that these services were previously provided by the Water and Wastewater Division of Public Works, but that CES is better suited to handle the large amount of trash that must be removed from the sewer station, noting that it was an unidentified inmate who flushed a sheet down one of the toilets, causing the pump to fail.

The Commissioners conducted a public hearing on the requested five-year Capital Improvement Plan (CIP) FY20 - FY24. Chief Administrative Officer Harold Higgins informed the Commissioners and the public that the CIP is strictly a planning document the County will use in preparing future operating budgets, anticipating the future financial needs of the County and to identify possible funding resources; therefore, a project's inclusion in the CIP does not constitute a guarantee of future approval or funding from the County. Senior Budget Accountant Kim Reynolds reviewed the CIP and advised that projects totaling \$91,867,085 are proposed over the five-year period. She stated that, of the proposed projects, \$7,927,492 or 8.63% are proposed to be funded by the General Fund and \$53,418,101 or 58.15% from general bond funds. The remaining portion would be funded by user fees, grant funds, State match funds, State loans, assigned funds, and enterprise bonds.

Commissioner Bunting stated that the \$1.6 million Central Landfill administration scale house renovation and addition project should be removed from the draft CIP at this time and perhaps be considered in the future, once the County develops a plan to address the ongoing losses in the Solid Waste operations. In response to a question by Commissioner Bunting, Public Works Director John Tustin stated that the building was constructed in the 1990s, and the proposed renovation and addition project would result in a modernized, Americans With Disabilities (ADA) Act compliant public building.

Commissioner Purnell opened the floor to receive public comment.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously directed staff to revise the draft FY20-FY24 CIP to eliminate the Central Landfill administration scale house renovation and addition project, and to bring the revised CIP back later in the meeting for final

approval as amended.

The Commissioners conducted a public hearing on a Comprehensive Water and Sewerage Plan amendment application submitted by Attorney Hugh Cropper, IV, on behalf of Sea Oaks Village, LLC to reclassify the sewer planning area for a single property to accommodate a proposed Residential Planned Community (RPC) to serve 59 townhouses and 24,000 square feet of commercial use. Environmental Programs Director Bob Mitchell reviewed the amendment, which would reclassify the sewer planning area for a single property located on the west side of MD Rt. 611 (Stephen Decatur Highway) and identified on Tax Map 26 as Parcel 274, Lot 3A from S-3 (service to be provided within six to 10 years) to S-1 (service to be provided within two years) and to include it in the Mystic Harbour Sanitary Service Area (SSA), to include a revised equivalent dwelling unit (EDU) table that will accurately reflect the planning and connection activities in the SSA. Mr. Mitchell concluded that the Planning Commission found the proposed amendments to be consistent with the County's Comprehensive Development Plan and granted the application a favorable recommendation.

Commissioner Purnell opened the floor for public comment.

Hugh Cropper, attorney for Sea Oaks Village, LLC, requested all materials associated with this hearing be included as evidence, specifically staff's recommendations and the Planning Commission's Findings of Fact, and he asked the Commissioners to amend the Water and Sewerage Plan based on these findings.

Land Planner Robert Hand advised that the proposed project meets a growing demand in the County for more infill development, is appropriately zoned (with less than three square feet of land located within the Coastal Bays Critical Area), and is consistent with the Comprehensive Plan. Therefore, he urged the Commissioners to approve the proposed Water and Sewerage Plan amendment.

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

Upon a motion by Commissioner Bunting, the Commissioners voted 5-0-2, with Commissioners Bertino and Elder abstaining, to adopt Resolution No. 18-23 amending the Comprehensive Water and Sewerage Plan for Worcester County to reclassify the sewer planning area of the Mystic Harbour Sanitary Service Area (SSA) for the property identified on Tax Map 26 as parcel 274, Lot 3A and specifically to change the designation for the property from S-3 to S-1 and to amend the EDU table in the Plan to allocate 63 sewer EDUs to serve 59 townhomes and 24,000 square feet of commercial development.

The Commissioners conducted a public hearing to receive public comment on an application submitted by Attorney Hugh Cropper, IV on behalf of Sea Oaks Village, LLC to establish a Residential Planned Community (RPC) on an approximately 40-acre property located on the west side of MD Rt. 611 (Stephen Decatur Highway), north of Sinepuxent Road near West Ocean City, and more specifically identified on Tax Map 26 as Parcel 274, Lot 3A. Staff members present at the hearing were Development Review and Permitting (DRP) Director Ed Tudor and Zoning Administrator Jennifer Keener. Mr. Tudor reviewed the application, which he noted had received a favorable recommendation from the County Planning Commission. Ms. Keener entered the Planning Commission's Findings of Fact into the record and stated that the site, which is comprised of approximately 21.82 acres of uplands and 18.18 acres of non-tidal

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wetlands, is located within the R-3 Multi-Family Residential District, with approximately 4.22 acres located in the C-1 Neighborhood Commercial District. She then summarized the proposed project, noting that the Step I RPC plan includes the development of 59 townhouses and 24,570 square feet of mixed use, with proposed open space of 31.65 acres, consisting of 13.6 acres of uplands and 18.05 acres of non-tidal wetlands of which 1.2 acres would be set aside for active recreation and 6 acres for passive recreation. The plan identifies one point of access to the property from MD Rt. 611. Ms. Keener stated that six dwelling units per acre are permitted in the R-3 Zone, while the proposed density for this project is only 1.65 dwelling units per acre. Furthermore, the townhouse dwelling units and mixed use commercial developments are consistent with the surrounding residential and commercial developments located within this area. She advised that the Planning Commission determined that the project will have no adverse impacts on local traffic or traffic patterns, maintains sensitive non-tidal wetlands and wooded areas, will be provided with 63 equivalent dwelling units (EDUs) of sewer service from the Mystic Harbour Sanitary Service Area (SSA), and incorporates measures to improve water quality. Therefore, the Planning Commission granted a favorable recommendation to the request to establish the RPC.

Commissioner Purnell opened the floor for public comment.

Hugh Cropper, attorney for the applicant, concurred with the findings of staff and the Planning Commission, and he asked the Commissioners to accept these findings as his testimony as well.

Land Planner Robert Hand advised that the RPC met or exceeded all minimum requirements. He pointed out that the total permitted density for this project is six dwelling units per acre, and the applicant only proposes 1.65 dwelling units per acre. Furthermore, the proposed RPC is consistent with the Comprehensive Plan. He stated that the roads and public infrastructure will be completed in the first phase of this clustered-housing development, and based on the findings of a traffic analysis, they had modified the entrance location as requested by the State Highway Administration (SHA). He stated that this project complies with the spirit and intent of the Comprehensive Plan, and he asked the Commissioners to approve the requested RPC.

Environmental Consultant Chris McCabe stated that the project, which will utilize cluster development to avoid disturbing sensitive environmental areas, has received tentative approval from the Chief of Nontidal Wetlands for the Maryland Department of the Environment (MDE), and he encouraged the Commissioners to approve the project as well.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted the Planning Commission's Findings of Fact and approved the Step I RPC floating zone.

Assistant Chief Administrative Officer Kelly Shannahan recognized and commended Ms. Keener who recently achieved certification from the American Institute of Certified Planners (AICP), making her the second AICP member within County Government. Mr. Shannahan is also a certified Planner and AICP member.

The Commissioners conducted a public hearing on Rezoning Case No. 420, for an application submitted by Attorney Hugh Cropper, IV, on behalf of Ocean Tower Investment,

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LLC, property owners, which seeks to rezone 2.22 acres of a 2.6-acre site located on the south side of St. Martins Neck Road, directly opposite the entrance to the Todd Industrial Park, and more specifically identified on Tax Map 10 as Parcel 27, Lot 1 in the Fifth Tax District of Worcester County, Maryland, from E-1 Estate District to A-2 Agricultural District. Staff members present at the hearing were Mr. Tudor and Ms. Keener. County Attorney Maureen Howarth swore in those individuals who planned to give testimony during the hearing. Mr. Tudor reviewed the application, which received a favorable recommendation from the Planning Commission. Ms. Keener entered the Planning Commission's Findings of Fact into the record and stated that, according to the application for rezoning, the applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning. She stated that the petitioned area was originally zoned A-1 Agricultural District in the 1960s and then rezoned to E-1 Estate District during the 1992 Comprehensive Rezoning, and that designation was retained until the 2009 Comprehensive Rezoning, when the westerly portion of the subject property was rezoned RP Resource Protection District, though that portion of the property is not included in the rezoning request. Ms. Keener advised that almost all adjoining and nearby properties to the south of St. Martins Neck Road, to the west and to the east are also zoned E-1, except for the environmentally sensitive properties, which are zoned RP. Properties on the northerly side of St. Martins Neck Road are generally zoned A-1, while properties within the Todd Industrial Park on the northerly side of St. Martins Neck Road opposite the petitioned area are zoned I-1 Light Industrial District. Based on this review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 420, seeking a rezoning of the petitioned area from E-1 to A-2, subject to a metes and bounds legal description of the petitioned area being provided if the rezoning is approved by the County Commissioners.

Mr. Cropper, attorney for the applicant, concurred with the Planning Commission and staff's assessment, and he advised that the basis for the rezoning is that there was a mistake in the existing zoning. He noted that the entrance/exit to the Todd Industrial Park is located directly across from the petitioned area, thus the petitioned area is not conducive to residential use based on the constant noise and the headlights, which would shine directly on any house that could be developed on said lot. He pointed out that the Comprehensive Plan calls for the elimination of E-1 zoning. He stated that the E-1 zoning was to be replaced during the next comprehensive rezoning; therefore, the E-1 zone is a mistake, and the applicant believes that A-2 zoning is more appropriate for this lot. In closing, he asked the Commissioners to support the Planning Commission's Finding of Fact and recommendation for rezoning.

Professional Land Surveyor Gregory P. Wilkins stated that he prepared the survey work and subdivision plat that created the subject property and three other lots in 2011, and RP zoning and the Atlantic Coastal Bays Critical Area line divides lots three and four. He agreed that the placement of the industrial park and its entrance opposite the petitioned area makes the subject property inappropriate for residential use due to the light and noise emanating from the park. Therefore, the property, which was previously zoned A-1, is more agricultural than residential in nature, with farmland and agricultural outbuildings being predominant in the area, and with a boat storage yard located to the east of the petitioned property.

Timothy Grace of Middle River, Maryland stated that he purchased lot two, adjacent to the subject property, to build a home where he can retire, and rezoning the petitioned property to

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A-2, which is too small to be farmed, would adversely affect his property because he understands that the applicant is planning to develop a contractor shop on the property. He concluded that most of the area is in fact residential in nature and not industrial. Therefore, he urged the Commissioners to deny the rezoning request.

Paul Till of Bishopville and adjacent property owner, stated that he has no real objection to the rezoning request; however, he stated that information provided earlier in the hearing regarding commercial properties west of the petitioned site was incorrect, noting the area in question is zoned residential and not developed commercially. He asked the Commissioners to put restrictions in place to protect the residential community if they chose to approve the rezoning request.

Ralph Gallo of Bishopville stated that nearby property owners know full well that industrial park traffic is loud, but they deal with it. However, rezoning the subject property across the street from the Todd Industrial Park to A-2, which would allow the property owner to develop a commercial operation 500 feet closer to the surrounding homes, would be crazy because the applicant's property value would immediately go up, while the value of the surrounding homes would immediately go down. Therefore, he urged the Commissioners to deny the rezoning request.

James Garratt of Millville, Delaware and owner of lot four next to this property, presented a copy of the original plat, noting that the industrial park is contained with a natural buffer, the road, while the construction shops to be developed would be located immediately adjacent to residential homes. He further stated that the applicant began construction prior to receiving permit approval, removed forest retention signs, and pushed back the soil in that area. He concluded that it appears the applicant purchased a residential property with the intent to develop it for commercial use, and approving the rezoning application would set a precedent that would impact all surrounding residents. Therefore, he asked the Commissioners to retain the existing zoning to protect the rural-residential nature of the area.

In response to a question by Commissioner Bertino, Mr. Tudor confirmed that the County did have to intervene when the applicant began construction before the proper permits had been issued.

In response to a question by Commissioner Mitrecic, Mr. Tudor stated that the only consideration before the Commissioners today is whether to rezone the property. He stated that any proposed use of this property requiring a special exception would be heard by the Board of Zoning Appeals (BZA) at a later date. Commissioner Mitrecic stated that he has been told there was to be no more contractor shops or industrial parks in that area. He noted that, while the zoning request before them today does line up with the goals and objectives of the Comprehensive Plan, and he plans to vote for the rezoning for that reason, he urged the surrounding residents to remain informed and involved and to voice their concerns if the property owner seeks a special exception from the BZA for a contractor's shop at a future date.

Commissioner Bunting concurred with Commissioner Mitrecic's recommendation to adjoining property owners. In response to a question by Commissioner Bunting, Mr. Tudor reviewed the principal permitted uses and uses that could be permitted by special exception in the E-1 zone.

Following some discussion and upon a motion by Commissioner Church, the Commissioners unanimously approved the rezoning from E-1 to A-2, based on the Planning

Commission's Findings of Fact and based on a mistake in the existing zoning since the last comprehensive rezoning on November 3, 2009. Commissioner Bunting commented that Mr. Cropper had done his job proving a mistake in the current zoning, and A-2 is a downzoning. But, he encouraged the protestants to attend the BZA hearing to express their concerns about any future use of the property requiring a special exception.

The Commissioners met in legislative session.

The Commissioners met with Mr. Tudor to review a proposed text amendment application submitted by Mark S. Cropper, which seeks to amend the Zoning and Subdivision Control Article to provide to remove the standard angle of access and egress for pull-through campsites in rental and membership campgrounds. Mr. Tudor explained that the current language requires an angle of between 120 and 135 degrees, which may not be appropriate in all cases and is better self-regulated by the owner of the campground.

Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic, and Purnell introduced the aforementioned text amendment as Bill 18-7 (Zoning - Campgrounds - Recreational Vehicle Camping Areas) and scheduled a public hearing on the bill for December 18, 2018.

Commissioner Purnell closed the legislative session.

The Commissioners met with Mr. Tudor to review a request from Colleen Deptula of Beach Construction, seeking to convert an area, located in one of the dockmaster buildings in the Innerlinks-Mumfords Landing Planned Unit Development (PUD) in Ocean Pines and currently approved for storage and light maintenance uses for the marina into a dwelling unit for on-site management. Mr. Tudor stated that staff considers the requested change to be very minor in nature, and staff supports the request. However, because the Commissioners approved the original Step I plan for the PUD and the Planning Commission approved the original Step II plan for the PUD, the Commissioners should make a determination with respect to the current proposal's impact and its consistency with the original Step I proposal.

Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the request to convert a portion of the dockmaster building into a dwelling unit for on-site management, as a minor revision to the originally approved PUD for this project, which does not require any additional formal applications or approvals.

Senior Budget Accountant Kim Reynolds returned with the amended five-year CIP for FY20-FY24 to remove the Landfill Administration Scale House Renovation and Addition project, thereby, reducing the total of all projects to \$90,237,085. Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 18-24 approving and adopting the Worcester County Five-Year Capital Improvement Plan - FY20 to FY24 as amended.

Pursuant to the request of Enterprise Fund Controller Jessica Wilson and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Mystic Harbour Effluent Disposal Project Loan Resolution and United States Department of Agriculture (USDA) Rural Utilities Service Grant Agreement to provide additional funding to complete the project.

Ms. Wilson stated that the project has reached approximately 85% completion, and \$2,943,889 of the \$3,450,000 total project costs have been incurred. The USDA provided original grant and loan funding in the amount of \$3.2 million, and this additional funding will provide another \$250,000 to complete the project. She outlined USDA project funding as follows: \$2,450,000 for loan #1 and \$750,000 for grant #1, and \$170,000 for loan #2 and \$80,000 for grant #2.

The Commissioners met with Environmental Programs Director Bob Mitchell to schedule a public hearing on a Comprehensive Water and Sewerage Plan amendment application submitted by Attorney Hugh Cropper, IV, on behalf of Atlantic General Hospital (AGH), to reclassify the sewer and water planning areas for two adjacent properties from S-6 (no planned service) to S-1 (service to be provided within two years) to be served by the Ocean Pines Sanitary Service Area (SSA). The applicant is requesting a change in the water and sewer service classifications to serve a proposed AGH Outpatient Center, consisting of 98,964 square feet of medical offices located on MD Rt. 589 (Racetrack Road), south of the Ocean Pines South Gate entrance, and more specifically identified on Tax Map 21 as Parcels 66A and 66B. Mr. Mitchell advised that the Planning Commission found the proposed amendments to be consistent with the County's Comprehensive Development Plan and granted the application a favorable recommendation.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing on December 18, 2018 to receive public comment on the proposed amendment to the Worcester County Water and Sewerage Plan as requested.

The Commissioners met with Recreation and Parks Director Tom Perlozzo to discuss a proposed Joint Use Agreement between the County Commissioners and the Board of Education (BOE) for the use of recreation facilities. Mr. Perlozzo explained that to meet the Department of Natural Resources (DNR) Program Open Space (POS) requirements for the current amount of recreational facilities available in the County as identified in the Land Preservation, Parks and Recreation Plan, County staff worked to address and include the existing BOE facilities in the amended plan to ensure the County will continue to qualify for POS funds with a reimbursement rate of 90% State and 10% County for the development of future recreation projects. In response to a question by Commissioner Bunting, Mr. Perlozzo explained that the State requires Maryland jurisdictions to update their plans every five years, and after the County adopted the most recent plan, State officials advised them that the County did not meet the minimum requirement of recreational facilities, which reduced the State/County POS cost share from 90/10 to 75/25. However, he stated that entering into the Joint Use Agreement with the BOE gives the County credit for their facilities and, therefore, makes it possible for the County to meet the State's minimum facility requirements. Mr. Mitchell advised that prior to adopting the latest plan, he was not aware of the impact on POS funding. However, he later learned that, based on the population in the northern area of the County, the County was deficient by four fields to qualify for a POS cost share of 90/10 for future development projects, and the proposed Joint Use Agreement will satisfy the deficit.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved and authorized Commission President Purnell to sign the Joint Use Agreement as presented.

The Commissioners conducted a hearing on Nuisance Abatement Order No. 18-2, pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland for a property in Bishopville, which is identified on Tax Map 9 as Parcel 194 and located at 10646 Bishopville Road. The specific nature of the nuisance is identified within the provisions of Subsections PH 1-101(a)(3), (5), (8), (10), and (14) of the County Code and include the accumulation of rubbish, household trash or junk; garbage; trash; rubbish or other offensive matter upon the ground surface or upon the sewage system; accumulation of garbage; unsafe sewage system; and similar conditions prejudicial or dangerous to the health or safety of the people of the County or prejudicial to property values in the County.

Edward L. Cioffioni, Jr., the property owner, disputed that the accumulation of personal property is not a nuisance, but are items he sells online. He further stated that he is in the process of moving said items off the sewage drainfield on his property. He requested an additional 90 days to correct the problem.

In response to a question by Commissioner Bertino, Mr. Cioffioni advised that he received a notice from the County in June 2018 informing him that the excessive accumulation of personal property may be causing his drainfield to fail. In response to a question by Commissioner Mitrecic, Mr. Cioffioni advised that his last online sale occurred two years ago, but prior to that he had been selling consistently for the past 15 years. Commissioner Bunting stated that it is not permissible to accumulate items on the drainfield. He then expressed concern that the weight of accumulated personal property could be prejudicial to the field and could cause the drainfield to fail, and those items on the drainfield are not permitted.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to grant Mr. Cioffioni a 90-day extension, with an inspection to be performed by County Staff after the first 60 days to determine whether substantial progress is being made to abate the nuisance conditions on his property. In accordance with the Nuisance Abatement Order, failure to abate the nuisance would result in County resources being used to abate the nuisance at the property owner's expense, as referenced in Section PH 1-102(d) and (e) of the County Code.

Pursuant to the recommendation of Emergency Services Director Billy Birch and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized staff to apply for a Local Government Insurance Trust (LGIT) grant in the amount of \$3,914 to cover all expenses associated with sending two Emergency Services staff members to the National Hurricane Conference from April 22-25, 2019 in New Orleans, Louisiana.

Emergency Services Deputy Director James Hamilton provided the Commissioners with a P25 Radio System status update, noting that no significant issues have been reported regarding the system since his last update on November 7, 2018. He stated that Federal Engineering (FE) has reviewed the Coverage Acceptance Testing results and determined that Harris has met the minimum contractual obligations; however, FE has concerns regarding certain other areas of performance related to discrepancies between the purchase agreement, Coverage Acceptance Test Plan (CATP), and other contractual documents. Additionally, staff has been working with Harris to identify a path toward project closure that supports the Town of Ocean City's migration timetable to their new P25 radio system. Until then, the current Enhanced Digital Access

Communications System (EDACS) cannot be decommissioned as planned. To this effort, he outlined four specific actions the County should take to meet these goals.

Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the execution of the CATP affirming acceptance of the test results as presented.

Upon a second motion by Commissioner Bertino, the Commissioners unanimously acknowledged that the Mystic Harbour tower site has been completed and entered warranty status.

Upon a final motion by Commissioner Bertino, the Commissioners unanimously agreed to remove EDACS decommissioning and radio software updates from the contracted scope of work in exchange for a monetary credit of \$36,000; and concurred with County staff and FE officials that contractual concerns raised by FE are to be resolved with Harris Corporation prior to final acceptance of the system.

The Commissioners met with Assistant Chief Administrative Officer Kelly Shannahan to review and discuss a resolution confirming the salary of the Worcester County State's Attorney for the 2018-2022 term. Mr. Shannahan advised that, in accordance with Section 15-424 of the Criminal Procedure Article of the Annotated Code of Maryland, the salary of the Worcester County State's Attorney is 90% of the salary of a judge of the District Court of Maryland. He further stated that earlier this year the Maryland Legislature established the salary of a judge of the District Court of Maryland at \$146,333 beginning July 1, 2018, and the salary is scheduled to increase by \$5,000 each year through 2021 to \$151,333 as of July 1, 2019, \$156,333 as of July 1, 2020, and \$161,333 as of July 1, 2021. As a result, the Worcester County State's Attorney's salary is, therefore, set at \$131,700 and will increase to \$136,200 as of July 1, 2019, to \$140,700 as of July 1, 2020 and to \$145,200 as of July 1, 2021.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 18-25 establishing salary and allowances for the Worcester County State's Attorney for the 2018-2022 term as presented.

The Commissioners and County staff shared remarks about outgoing Commissioner Merrill Lockfaw.

Commissioner Purnell thanked him for his service to Worcester County and for his wisdom.

Commissioner Elder concurred, stating he appreciated serving next to him during the past four years.

Commissioner Mitrecic thanked Commissioner Lockfaw for serving as a voice of reason and common sense when addressing contentious topics, and he recognized him as a wealth of knowledge regarding County government operations.

Commissioner Church thanked Commissioner Lockfaw for being a great friend and County Commissioner and wished him good health and happiness as he enters retirement.

Commissioner Bunting recognized Commissioner Lockfaw as a gentleman, noting that it has been a pleasure to serve alongside him for two consecutive terms.

Commissioner Bertino recognized Commissioner Lockfaw for remaining level headed in otherwise tumultuous meetings, and he honored him for being the catalyst for the Pocumoke Middle School After School Program.

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Development Review and Permitting Director Ed Tudor stated that it has been a pleasure to serve with Commissioner Lockfaw when he was the Roads Superintendent and for him during his years as a County Commissioner, and he wished him well.

Public Works Director John Tustin stated that he has known Commissioner Lockfaw for 27 years, and though at times their relationship has been contentious, he could not have asked for a better Roads Superintendent. He congratulated him on his retirement from public service and wished him well.

Environmental Programs Director Bob Mitchell thanked Commissioner Lockfaw for taking the time to work with him and his staff to address numerous issues throughout the years, noting that his engagement with County staff has meant a lot to all.

Budget Officer Kathy Whited stated that she worked with Commissioner Lockfaw for almost 20 years, and most of what she learned about County roads and equipment she learned from him, and she thanked him for everything he has done for the County.

Chief Administrative Officer Harold Higgins offered Commissioner Lockfaw an Irish Blessing, and Human Resources Director Stacey Norton thanked Commissioner Lockfaw for his leadership, advice, and compassion over the years.

Commissioner Lockfaw thanked all for their kind words, noting that it has been a true privilege to work together for the residents of Worcester County. He urged them to continue to work together to address items of importance to the County.

The Commissioners answered questions from the press, after which they adjourned for lunch at the County Jail.

The Commissioners adjourned to meet again on December 4, 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

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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Jo Ellen Bynum *JEB*
Date: 11/27/2018
Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held Monday, November 26 for a housing rehabilitation project in the West Ocean City area. This project is proposed to be funded through the County's current housing rehabilitation grant, MD-18-CD-21. Bids were received from two contractors as follows:

Shoreman Construction Company, Inc.- \$19,826 Page
3
J&G Maintenance and Repair- \$26,990 6

Both of these contractors have successfully completed numerous projects over the past several years and hold current licenses and insurance. After reviewing the bids, it is my recommendation that the Commissioners accept the bid from Shoreman Construction in the amount of \$19,826 as low bidder. A copy of the competitive Bid Worksheet and the Shoreman Construction bid are attached for your review.

1

Competitive Bid Worksheet

Item: Housing Rehabilitation Project in West Ocean City Moxley Property

Bid Deadline/Opening Date: 1:00 P.M., Monday, November 26, 2018

Bids Received by deadline = 2

Pamela Moxley Property
10319 Bristol Road
West Ocean City, MD 21842
Total Quote

Contractor's Submitting Bids

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

\$26,990

Shoreman Construction Co., Inc.
606 East Pine Street
Delmar, MD 21875

\$19,826

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

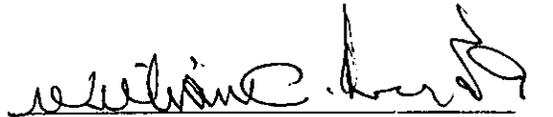
***must be signed to be valid**

**Property of Pamela Moxley
10319 Bristol Road
West Ocean City, MD 21842**

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 : \$ 19,826.00

Date: 11-25-2009



Signature

WILLIAM C. HEARN, JR.

Typed Name

SHOREMAN CONSTRUCTION CO., INC.

Title

OWNER

Company Name

608 E. PINE STREET

Address

DELMAR, MD 21875

410-896-3200 443-359-0091

Phone Number(s)

5859 10-11-2019

MHIC License #

Expiration Date

PAMELA MOXLEY
10319 BRISTOL ROAD
WEST OCEAN CITY, MD 21842
410-213-7299

09-24-2018

SCOPE OF WORK

A: Remove all roof shingles, underlayment, drip edge, plumbing vent boots, roof ventilation jacks, and flashings. Remove any damaged roof sheathing and replace with like size sheathing. Install low slope peel and apply roof underlayment. Ice and water shield to be installed in all valleys and at wall roof junctions. Install aluminum wall and step flashing as necessary. Install new flashing at all skylights. Install new wide aluminum white drip edge. New shingles are to be 30 year architectural shingles, with hip and ridge shingles installed as necessary and installed per manufacturer's installation instructions. Install new roof plumbing boots, roof ridge venting, and or roof ventilation jack vents. Clean up and haul away all construction related debris, including fallen and dropped nails.

PRICE: \$10,351.00

B: Remove soffit at front door. Install metal flashing and door flex flashing to eliminate existing leak at door head. Reinstall soffit. Install new white continuous aluminum gutters and downspouts. Downspouts are to have extensions and splash blocks.

PRICE: 1,675.00

C: Remove all interior drywall, walls and ceilings, which have water damage due to roof leaks. Remove any water damaged wall and ceiling insulation. Install new wall and ceiling insulation after roof is replaced. Install new ½ inch drywall where wall and ceiling drywall was removed. The drywall is to be screwed and glued. All new drywall is to be hung, taped, and finished to a smooth paintable surface. Caulk any adjoining trim, and paint all new drywall, two coats, color to match existing as close as possible.

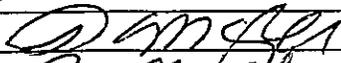
PRICE: \$11,800.00

D: Have existing wood burning fireplace metal fire box removed and new unit installed. Remove all existing smoke detectors, and install new mandated 10 year battery life units throughout house, per current County Code. Vent dryer duct to the exterior with metal ducting, and exterior wall dryer vent hood. Install screws to secure several loose deck boards at rear deck to eliminate possibility of tripping.

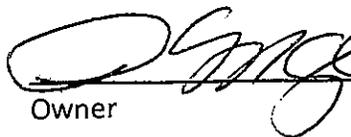
PRICE: \$6,000.00

PAMELA MOXLEY
10319 BRISTOL ROAD
WEST OCEAN CITY, MD 21842
410-213-7299

09-24-2018

TOTAL PRICE: \$19,826.00
SIGNATURE: 
PRINTED NAME: P Moxley
TITLE: OWNER
COMPANY NAME: SHOREMAN CONSTRUCTION CO. INC
ADDRESS: 606 E. PINE ST.
DELMAR, MD 21825
PHONE NUMBERS: OFFICE: 410-896-3200 CELL: 443-359-0095
MHIC#: 5059 EXPIRATION DATE: 10-11-2019
DATE OF PROPOSAL: 11-25-2018

I have reviewed and hereby approve the above specifications as written.

 10-15-18
Owner Date

J & G MAINT. & REPAIR, INC.



10446 DINGES RD.
BERLIN, MD. 21811
410-641-4235 (office)
410-641-0776 (fax)
MHIC# 42577

Date: 11-26-18

Worcester Co. Commissioners
One W. Market St. Room 1103
Snow Hill, MD. 21863

Dear Commissioners,
Thank you for providing us with the opportunity to bid on:

*Pamela Moxley
10319 Bristol Rd
W.O.C., MD. 21842*

It is our sincere hope that you are completely satisfied with our bid in the amount of \$ 26990.00

Sincerely,

A handwritten signature in cursive script that reads "John Bunting".

John Bunting
J & G Maint. & Repair, Inc.
410-726-1611

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 Pamela Moxley
10319 Bristol Road
West Ocean City, MD 21842**

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 : \$ 26 990.00

Date: 11-26-18


Signature
John Bunting
Typed Name
President
Title
J + G Maint & Repair, Inc.
Company Name
10446 Dinges Rd
Address
Beilco MD 21811
410 726 1611
Phone Number(s)
42577 11-3-19
MHIC License # Expiration Date

PAMELA MOXLEY
10319 BRISTOL ROAD
WEST OCEAN CITY, MD 21842
410-213-7299

09-24-2018

SCOPE OF WORK

A: Remove all roof shingles, underlayment, drip edge, plumbing vent boots, roof ventilation jacks, and flashings. Remove any damaged roof sheathing and replace with like size sheathing. Install low slope peel and apply roof underlayment. Ice and water shield to be installed in all valleys and at wall roof junctions. Install aluminum wall and step flashing as necessary. Install new flashing at all skylights. Install new wide aluminum white drip edge. New shingles are to be 30 year architectural shingles, with hip and ridge shingles installed as necessary and installed per manufacturer's installation instructions. Install new roof plumbing boots, roof ridge venting, and or roof ventilation jack vents. Clean up and haul away all construction related debris, including fallen and dropped nails.

PRICE: 17,100.00

B: Remove soffit at front door. Install metal flashing and door flex flashing to eliminate existing leak at door head. Reinstall soffit. Install new white continuous aluminum gutters and downspouts. Downspouts are to have extensions and splash blocks.

PRICE: 2790.00

C: Remove all interior drywall, walls and ceilings, which have water damage due to roof leaks. Remove any water damaged wall and ceiling insulation. Install new wall and ceiling insulation after roof is replaced. Install new ½ inch drywall where wall and ceiling drywall was removed. The drywall is to be screwed and glued. All new drywall is to be hung, taped, and finished to a smooth paintable surface. Caulk any adjoining trim, and paint all new drywall, two coats, color to match existing as close as possible.

PRICE: 3950.00

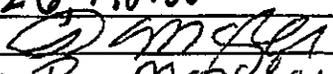
D: Have existing wood burning fireplace metal fire box removed and new unit installed. Remove all existing smoke detectors, and install new mandated 10 year battery life units throughout house, per current County Code. Vent dryer duct to the exterior with metal ducting, and exterior wall dryer vent hood. Install screws to secure several loose deck boards at rear deck to eliminate possibility of tripping.

PRICE: 3150.00

* J+G recommends closing of fire place with metal plate. Fire place has no damper and the box is cracked.

PAMELA MOXLEY
10319 BRISTOL ROAD
WEST OCEAN CITY, MD 21842
410-213-7299

09-24-2018

TOTAL PRICE: \$ 26,990.00
SIGNATURE: 
PRINTED NAME: P Moxley
TITLE: _____
COMPANY NAME: J+G Maint & Repair Inc.
ADDRESS: 10446 Dingus Rd
Berlin MD 21811
PHONE NUMBERS: OFFICE: 410 641 4235 CELL: 410 726-1611
MHIC#: 42577 EXPIRATION DATE: 11-3-19
DATE OF PROPOSAL: Nov. 26, 2018

I have reviewed and hereby approve the above specifications as written.

 10-15-18
Owner Date



2

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

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 28, 2018

To: Harold Higgins, Chief Administrative Officer
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant

Subject: CDBG Homeless Initiative Grant

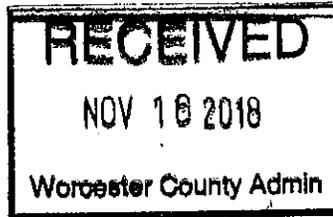
Attached please find the CDBG Homeless Initiative Grant Agreement and Sub recipient agreement for approval. The Diakonia Shelter Renovation Project has been awarded to the County Commissioners of Worcester County in the amount of \$276,128. This grant will allow repairs and renovation to be completed through the use of CDBG funding.

(p. 1c)

- (p. 35)

For this grant, I would recommend that after contracts are awarded, Diakonia, Inc. pay the invoices directly and be reimbursed by Worcester County. Worcester County will then be reimbursed by CDBG.

1a



LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lt. Governor

KENNETH C. HOLT
Secretary

TONY REED
Deputy Secretary

November 13, 2018

The Honorable Diana Purnell
President
Board of County Commissioners
Worcester County
One West Market Street
Snow Hill, MD 21863

Re: Grant Agreements
Maryland Community Development Block Grant Program
Project No.: MD-19-HI-2 Diakonia Shelter Renovations

Dear President Purnell:

I am pleased to send two originals of your Maryland Community Development Block Grant (CDBG) Agreement, outlining your requirements as a grantee. The Agreement package contains the Grant Payment Procedures, Electronic Funds Transfer Registration Form/Designation of Depository, and signature forms. Please execute Page 9 on both of the Grant Agreements and have the signature witnessed. Please return both originals to the State CDBG Office for final processing as soon as possible. Once the Agreement is fully executed, you will receive a copy for your records.

Please note the expiration date of the grant which is listed in 6b on Page 3 of the Agreement. Extensions of time beyond this period are granted only in extenuating circumstances. Also, please read carefully the Special Terms and Conditions contained in Exhibit A. The project may not begin before the Environmental Review Record is completed and a Release of Funds is authorized by the State.

We look forward to working with you in successfully implementing your project. If you have any questions about your Grant Agreement, please contact me at 301/429-7519.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Stone".

Cindy Stone
Director
Community Development Programs

cc: Kim Reynolds, County



**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT**

This Maryland Community Development Block Grant Program (CDBG) Grant Agreement (this "Agreement") is entered into as of the date it is executed by DHCD (as defined herein)(the effective date) by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a political subdivision of the State of Maryland, hereinafter referred to as "Grantee".

WHEREAS, the federal Department of Housing and Urban Development ("HUD") has authorized the State of Maryland to distribute and administer federal Maryland Community Development Block Grant ("CDBG") funds pursuant to the Housing and Community Development Act of 1974, as amended, for the purpose of preserving and developing viable rural and urban communities by expanding economic opportunities, providing decent housing, and providing necessary supporting public infrastructure;

WHEREAS, the Maryland General Assembly has appropriated federal CDBG funds to DHCD in order to establish and administer the Maryland CDBG Program, which program is more fully described in a certain Consolidated Plan-Action Plan dated SFY19/FFY18 (the "Consolidated Plan") issued by DHCD;

WHEREAS, the Grantee has applied to the State for CDBG funds for the project described in Grantee's application (the "Project") and the Project has been selected for CDBG funding on the basis of the Consolidated Plan.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and the Grantee agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the Grantee with funds which will enable the Grantee to carry out the Project, the approved scope of work for which is described in the attached Exhibit A. The Project activities are designed to satisfy the CDBG national objective of Benefit to Low and Moderate Income Persons – Limited Clientele (the "National Objective").
2. Grant Funds Provided. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with funds in an amount not to exceed \$276,128 (the "CDBG Grant") subject to the terms and conditions set forth in this Agreement and to the availability of federal funds.

3. Authorized Uses of Grant Funds. Grantee agrees to use the CDBG Grant funds only for the Project activities, and in the appropriate location, described in Exhibit A. The Project and its scope of work may be modified only by an amendment to this Agreement executed by DHCD and the Grantee.

4. Expenditure of Grant Funds.

a. The Grantee shall use the CDBG Grant funds only in accordance with the Project budget outlined in Exhibit B (the "Project Budget"), and shall not expend more than the amount allocated for any category in the Project Budget without the prior written consent of DHCD. However, the Grantee is permitted to make minor transfers between approved line items in the Project Budget of the CDBG Grant Agreement of up to 10% total without the prior written consent of DHCD with one exception. Grantees are not permitted to transfer funds to increase the Project Administrative line item without written approval of their Project Manager.

b. If the application was submitted on behalf of an eligible Subrecipient, Developer or Business (Determined in Exhibit A), the Grantee shall either distribute the CDBG funds to them to implement the Project or the Grantee may implement the Project on their behalf.

c. Grantee may not incur any costs of the Project to be charged against the CDBG Grant funds before the effective date of this Agreement, as defined in Section 20, without the prior written consent of DHCD. All costs incurred by the Grantee before the effective date of this Agreement and before approval by DHCD of the release of CDBG Grant funds, are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the CDBG Grant funds shall be governed by the provisions of this Agreement.

d. If, upon completion of the Project, there are cost savings, such amounts shall revert to DHCD and other funding sources unless DHCD has determined that the Grantee may retain a portion of the savings. Unless superseded by other federal program requirements, DHCD's determination of whether to permit Grantee's retention of a portion of the cost savings will be based upon the relative proportion of investment in the Project by the Grantee, DHCD and other parties providing funding.

5. Compliance with Certain Federal Requirements.

a. The Grantee shall undertake the Project in accordance with regulations adopted by HUD contained in 24 CFR Part 570 governing the CDBG Program, a copy of which previously has been or will be provided to Grantee, the regulations set forth in 53 FR 22569 (June 16, 1988) related to Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries, a copy of which previously has been or will be provided to Grantee, and all directives, policies, and procedures as adopted from time to time by HUD.

b. The Grantee also agrees to be bound by the certifications and covenants set forth in Exhibit E and, if applicable, Exhibits E-1 and E-2.

c. The Grantee shall conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20, in addition to other regulations identified in Exhibit E.

d. The Grantee hereby certifies that it has or will adopt, within a reasonable time after the date of this Agreement, and enforce a policy, satisfactory to the Department that prohibits the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

6. Project Commencement and Completion; Changes.

a. As of the effective date of this Agreement, the Grantee shall commence the Project activities described in Exhibit A unless any special condition set forth in Exhibit A requires that Grantee undertake additional action before proceeding with a certain activity. In such instances the Grantee shall initiate action in order to satisfy the special condition upon the execution of this Agreement.

b. The Grantee shall expend all grant funds for the Project activities on or before **October 31, 2020** ("Grant Period"), in accordance with the Project Implementation Schedule set forth in Exhibit C. In the event that a time extension is necessary, the request must be submitted in writing by the chief elected official a minimum of 60 days before the end of the grant period.

c. In the following instances, it shall be necessary for DHCD and Grantee to execute an amendment of this Agreement in accordance with Section 16:

(i) Grantee is proposing the addition or deletion of a Project activity or the alteration of existing approved Project activities;

(ii) Grantee is proposing that the Project activities be directed to an area other than the approved Project location specified in Exhibit A;

(iii) Grantee is proposing an extension of the Grant Period set forth in Section 6(b) of this Agreement; or

(iv) Grantee is proposing a budget revision resulting in a transfer in the Project Budget (Exhibit B) of more than 10% of the CDBG Grant between identified CDBG funded activities.

d. The Grantee shall ensure that all necessary approvals for the commencement of Project activities have been obtained including all applicable permits and licenses.

e. The Grantee shall endeavor to obtain all certifications, licenses, permits and approvals, and shall otherwise endeavor to satisfy all requirements necessary to operate the Project.

7. Progress of the Project. If the Project is not progressing in a manner satisfactory to DHCD, or the Grantee has violated a provision of this Agreement, prior to declaring a default, DHCD may

require the Grantee and/or any Subrecipient, Developer or Business to accept technical assistance DHCD feels is necessary for the Project to proceed in a manner acceptable to DHCD.

8. Disbursement of Grant Funds.

a. After the effective date of this Agreement as defined in Section 20(a), submission of any reports required prior to disbursement as set forth in Exhibit D, and upon the satisfaction of any special conditions to the disbursement of CDBG Grant funds contained in Exhibit A, DHCD will disburse CDBG Grant funds to the Grantee upon DHCD's approval of a properly completed request for payment form signed by two authorized representatives of the Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be incurred as well as costs actually incurred. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for payment.

c. Payment procedures are explained in Exhibit F (Maryland CDBG Grant Payment Procedures), the CDBG Guidebook, and the CDBG Monitoring Handbook which has been or will be provided to the Grantee. Information found in Exhibit F will always contain the most current information and instructions to be used by a Grantee.

d. DHCD has the right to withhold disbursement of CDBG Grant funds if at any time DHCD has cause to determine that the Grantee is not performing or completing the Project in accordance with the terms of this Agreement.

e. In the event that the Grantee has an approved Program Income Plan and receives "Program Income" from previously funded CDBG Grants prior to the expiration of the grant agreement, those funds must be expended on Grant activities prior to the Grantee requesting additional funding from DHCD. "Program Income" means any income derived from the use of CDBG funds.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of CDBG Grant funds and administration of the Project. Grantee shall make these records, administrative offices and personnel, whether full-time, part-time consultants or volunteers, available to DHCD upon request. The Grantee shall retain said records for 5 years after the closeout date of the State's grant by HUD.

During the term of this Agreement as defined in Section 21, DHCD will monitor the Project to ensure that it is being undertaken or has been completed in accordance with the terms of this Agreement. In addition, the Grantee shall monitor the Project in accordance with the requirements of DHCD and all applicable federal and State requirements.

b. Grantee shall provide DHCD with the records, reports and other documentation outlined in Exhibits A and D, the CDBG Guidebook, the CDBG Monitoring Handbook, and any additional reports as may be required by DHCD.

10. Default and Remedies.

a. A default shall consist of the breach of any of Grantee's covenants, agreements or certifications in this Agreement, including failure to satisfy the National Objective, or the expenditure of CDBG Grant funds for any use other than for the purposes itemized in the Project Budget shown in Exhibit B or in an unauthorized manner.

b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee. Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement. In the event of termination by DHCD:

(i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed;

(ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. Except for approved eligible administrative and personnel costs shown in the Project Budget, none of the Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of the Grantee or such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project at any time during or after such person's tenure.

13. Applicability to Subrecipients, Developers, Businesses, Contractors and Borrowers. Where performance of the Project is to be carried out by any subrecipient, developer, business, contractor or borrower of the Grantee, the provisions of this Agreement shall be made binding on such subrecipient, developer, contractor or borrower by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subrecipient, developer, business, contractor or borrower, which shall include, among other things, the certifications set forth in Exhibit E-2 where the amount a subrecipient, business, contractor or borrower receives exceeds \$100,000. Where the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, developer, business, contractor or borrower of the Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement and for any resolution of findings, concerns or issues including those resulting in repayment.

14. Use of CDBG Grant to Make Loans. Where all or any portion of the CDBG Grant funds are used to make loans to eligible recipients, if this Agreement is terminated, or if there is a finding by DHCD of deficient performance or inadequate management capacity of the Grantee, DHCD shall have the right to require that any recipient of a loan which is comprised of proceeds of the CDBG Grant shall make all remaining principal and interest payments directly to the DHCD and that DHCD shall be entitled to all rights and remedies under any loan documents between the Grantee and a loan recipient. Grantee shall endeavor to include in all loan documents adequate provisions which permit DHCD to take the action described in this Section 14, unless otherwise agreed upon by DHCD. Such provisions shall be subject to the prior approval of DHCD.

15. Program Director; Notices.

a. The Program Director of the Maryland CDBG Program shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:

**CDBG Program Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706**

(ii) Communications to Grantee shall be mailed to the Chief Elected Official and to:

**Kim Reynolds
Budget Accountant
Worcester County
1 West Market Street
Snow Hill, MD 21863**

16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and the Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the CDBG Grant funds.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

a. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The effective date of this Agreement will be the date of DHCD's execution.

b. *No costs may be incurred until after the grantee has successfully completed an Environmental Review Record (ERR) and received a Release of Funds. This applies to both CDBG and non-CDBG funds.*

21. Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect until Grantee's Project has been completed, the national objective has been met, the final amounts of the CDBG Grant have been disbursed, all reports and records due by the Grantee to DHCD have been submitted and approved by DHCD, the Project has been monitored and all findings, concerns and/or issues have been successfully resolved, and DHCD has issued an official letter closing the grant.

22. Further Assurances and Corrective Instruments. The Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by DHCD or HUD to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23. Delay Does Not Constitute Waiver. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

24. Lien. During the CDBG Term of Use as stipulated in Exhibit A, Grantee shall not, and shall not allow any subrecipient, developer, or business to (a) create, incur, assume or suffer to exist any mortgage, pledge, security interest, encumbrance, lien, charge, conditional sale or other

title retention agreement, or lien of any kind on property or improvements (or any part thereof or income therefrom) acquired or constructed/renovated with CDBG funds; or (b) make, create, permit or consent to any conveyance, sale, assignment or transfer of the property or improvements (or any part thereof) acquired or constructed/renovated with CDBG funds.

[Remainder of page intentionally left blank]

Witness our hands and seals.

ATTEST

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

(Typed Name and Title)

By: _____ (SEAL)
Diana Purnell
President

WITNESS:

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**
A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

APPROVED:

By: _____
Carol Gilbert,
Assistant Secretary and Director,
Division of Neighborhood Revitalization

Approved for form and legal sufficiency this ____ day of _____, 2018.

Assistant Attorney General

- Exhibit A: Scope of Services and Special Terms and Conditions
- Exhibit B: Project Budget
- Exhibit C: Project Implementation Schedule
- Exhibit D: Grant Reporting Schedule and Monitoring / Documentation Requirements
- Exhibit E: General Certification
- Exhibit E-1: Restrictions on the Award of Certain Contracts and Subcontracts to Foreign Countries
- Exhibit E-2: Certification for Grants in Excess of \$100,000
- Exhibit F: Grant Payment Procedures

EXHIBIT A

MARYLAND CDBG SFY 19 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds dated August 30, 2018.

GRANTEE: COUNTY COMMISSIONERS OF WORCESTER COUNTY

SUBRECIPIENT: DIAKONIA INC.

PROJECT NAME
AND LOCATION: DIAKONIA SHELTER RENOVATIONS
12747 Old Bridge Road, Ocean City
Worcester County 21842

PROJECT
DESCRIPTION: Funds will be used to renovate two buildings used as emergency shelters
for the homeless and as a food pantry.

NATIONAL
OBJECTIVES: Benefit to Low and Moderate Income Persons – Limited Clientele

ESTIMATED NUMBER
BENEFICIARIES: 200 Persons

NUMBER LMI
BENEFICIARIES: 200 Persons

% OF LMI
BENEFICIARIES: 100%

SPECIAL TERMS AND CONDITIONS:

1. National Objective Records - LMI - Limited Clientele:

The Grantee is to collect specific data from the beneficiaries:

Shelter - While homeless persons are presumed to be low income, the Grantee is to collect information on race, ethnicity, and gender for each person residing in the shelter.

Food Pantry – For beneficiaries of the food pantry, the Grantee is to collect information on individuals served or households. Information includes income, race, ethnicity, gender of head of household.

Grantee is to count unduplicated beneficiaries over a two year period upon completion of renovations.

Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. Audit

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the “Audit”). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee’s fiscal year.

3. Environmental Review

The project funded with this grant is CATEGORICALLY EXCLUDED under the National Environmental Policy Act. The Grantee must complete the necessary action steps and submit a Request for Release of Funds to the CDBG Environmental Officer. The Grantee is reminded that no project costs (CDBG or other) can be incurred for the project prior to the receipt of a Release of Funds.

4. Financial Penalty - Environmental

The Environmental Review and Request for Release of Funds must be submitted for approval by DHCD within 75 days of the *grant award letter which was dated October 17, 2018*. Failure to do so will result in a 2% financial penalty of the grant award. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. The exception shall be for projects with issues identified through screening letters where the CDBG Environmental Officer has been notified in writing. Further delay in completing the Environmental Review and obtaining a Release of Funds could result in the termination of the grant.

5. **Financial Penalty – Minimum Draw Requirement**
The Grantee must request payment of a minimum of 5% of grant funds within 180 days of the *grant award letter which was dated October 17, 2018*. Failure to do so will result in a 2% penalty of the grant award each month until funds are drawn. The penalty will be assessed initially from administrative funds awarded. If no administrative funds were awarded, then project funds will be recaptured. Exceptions to this policy will be considered on a case by case basis if the grantee submits an exception request in writing to the Program Director at least two weeks prior to the due date.
6. **Recordkeeping**
The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.
7. **Required Second Public Hearing**
Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing.
8. **Required Plans**
The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant.
9. **Procurement Policies**
The Grantee is to comply with the procurement processes identified in the *CDBG Financial and Procurement Manual*. The CDBG funded activities must be procured.
10. **Conflict of Interest Policy**
The Grantee must provide a copy of their Conflict of Interest Policy for review. If it is not found to be sufficient with standards found in 2 CFR Part 200, 24 CFR Part 570.489 and COMAR, the Grantee will be advised as to deficiencies and recommended changes.
11. **Maintenance Plans**
Prior to the completion of the construction of the project, the Grantee is to draft and submit a *Maintenance Plan* for approval. The plan must outline steps to be taken to ensure that maintenance is a priority of the project constructed with federal funds. This would include planned annual inspections, preparation of inspection reports, the scope of work to be undertaken to comply with warranties, documentation of maintenance actions, etc. The plan must also identify how funding for short-term and long-term maintenance costs as well as repairs will be addressed.

12. **Labor Standards**

The Grantee must comply with Davis Bacon and other related acts for the construction of this project. Wage Decisions must be obtained from the CDBG Labor Standards Officer to ensure that the proper wage decision is used. Debarment checks for construction contractors must also be obtained from the CDBG Labor Standards Officer.

13. **Debarment**

The Grantee must complete debarment checks on all non-construction contractors hired and paid with CDBG funds. Please retain completed forms in project files.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

ACTIVITY	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Property Acquisition/Disposition				
2. Demolition/Clearance				
3. Relocation Assistance				
4. Public Services				
5. Public Facility				
a. Renovations*	\$271,128	\$89,000	\$360,128	
b. Project Administration	\$5,000	\$13,000	\$18,000	
6. Housing				
a. Renovations				
b. Project Administration				
7. Commercial Revitalization				
8. General Administration		\$5,000	\$5,000	
TOTAL PROJECT COSTS	\$276,128	\$107,000	\$383,128	

*Note: No renovations are to be done to non-residential buildings

EXHIBIT C

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	October 4, 2018
Environmental Review:	To be completed and Release of Funds issued by December 31, 2018
Bidding/Award Renovations:	To be completed by February 2019
Renovations:	On-going until completed
180 Day Expenditure Deadline:	A minimum of 5% of grant funds must be expended by April 20, 2019
Grant End Date:	October 31, 2020

EXHIBIT D

CDBG GRANT REPORTING SCHEDULE AND MONITORING DOCUMENTATION REQUIREMENTS

Reports and documents shall be submitted to the address shown in Section 16(b)(i) of the Agreement. Reports shall be submitted on any applicable forms provided by DHCD and contain any information specifically requested by the CDBG Program Director.

TYPE OF REPORT	DUE DATE
Request for Release of Funds and Certification of Environmental Review Procedures	Due within 75 days of grant award to Environmental Officer prior to incurring any project costs and commencement of activities
Notice of contract award pre-construction minutes, and date of construction start	To Labor Standards Officer within 14 days after each event
Semi-Annual Status Report	Due January 10 and July 10 For the preceding six months
Annual Single Audit Report	To Program Director within 9 months of the end of the grantee's fiscal year if applicable
Grantee Labor Standards Compliance Payroll Submission Form	To Project Manager within 2 weeks of receipt of first payrolls for each construction contract that includes Labor Standards

Documents to be in local files and available for review during grant monitoring includes but is not limited to:

- Citizen Participation Plan
- Anti-Displacement Plan
- Code of Ethics for Procurement
- Personnel Policies
- Fair Housing and Equal Opportunity Plan
- Section 3 Plan
- Minority Business Plan
- Section 504 Self Evaluation

Additional documentation is identified in Exhibit A of the grant agreement, the CDBG Guidebook and the CDBG Monitoring Handbook which are provided to grantees.

EXHIBIT E
GENERAL CERTIFICATION

The Grantee certifies and agrees that:

- (1) The grant will be administered in accordance with the CDBG Citizen Participation Plan which was adopted by the elected officials of the jurisdiction prior to submission of an application for funding.
- (2) Its chief executive officer or other officer of applicant approved by the Department of Housing and Community Development:
 - (a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1, which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Maryland Community Development Block Grant Program; and
 - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (3) It will comply with the regulations, policies, guidelines and requirements found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as they relate to the application, acceptance, and use of Federal funds under this Part.
- (4) It will comply with:
 - (a) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
 - (b) The provisions of the Davis-Bacon Act (40 U.S.C. 276a) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
 - (c) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-333, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
 - (d) Federal Fair Labor Standards Act of 1938, 29 U.S.C. 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (5) Assessment Provision

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than CDBG funds; or

- (ii) for purposes of assessing any amount against properties owned and occupied by persons of low an moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause (i).
- (6) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR Part 200,
- (7) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Requirements of the Americans With Disabilities Act. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (8) It will comply with the following fair housing and equal opportunity regulations and requirements:
- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1);
 - (b) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended;
 - (c) Section 106 (d)(5)(B) of Title I of the Housing and Community Development Act of 1974, as amended;
 - (d) Executive Order 11259;
 - (e) Section 109 of Title 1 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601);
 - (f) Executive Order 11063 on equal opportunity;
 - (g) Executive Order 11246, as amended by Executive Order 13672;
 - (h) The Fair Housing Amendment Act of 1988;
 - (i) The Housing for Older Persons Act of 1995;
 - (j) The Age Discrimination Act of 1975;
 - (k) Section 504 of the Rehabilitation Act of 1973;
 - (l) The Americans with Disabilities Act of 1990;
 - (m) The Equal Employment Opportunity Act;
 - (n) The Immigration Reform and Control Act of 1986; and
 - (o) The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002);
- (9) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, for projects with contracts for work in excess of \$100,000, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the county or award contracts to eligible business concerns which are located in, or owned in substantial part by, persons residing within the county of the grantee.
- (10) It will minimize displacement of persons and provide for services and benefits to any person or business involuntarily and permanently displaced as a result of activities associated with program funds as outlined in

the CDBG Residential Anti-Displacement and Relocation Assistance Plan which was adopted by the elected officials of the jurisdiction prior to submission of the application.

- (11) It will, in the event that displacement occurs as a part of a CDBG funded project, comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and HUD implementing instructions at 24 CFR Part 42.
- (12) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (13) It will comply with the provisions of the Hatch Act of 1939 which limits the political activity of employees.
- (14) It will give State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, paper, or documents related to the grant.
- (15) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communications from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (16) It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any areas, that has been identified by the Federal Emergency Management Agency as being in a floodplain or in an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (17) It will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1974 (16 U.S.C. 469-1, et seq.).
- (18) It will comply with:
 - (a) The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) and 24 CFR Part 58;
 - (b) Executive Order 11988, Floodplain Management;
 - (c) Executive Order 11990, Protection of Wetlands;
 - (d) The Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
 - (e) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
 - (f) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
 - (g) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300(f) et seq.);
 - (h) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
 - (i) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);

- (j) The Clean Water Act of 1977, (Public Law 95-217); and
 - k) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).
- (19) It will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended (Title X of the Housing and Community Development Act of 1992) and the EPA's Lead-Based Paint Renovation, Repair and Painting Rule when rehabilitating houses or buildings for residential use.
- (20) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

Revised 9/17

EXHIBIT E-1
RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS
AND
SUBCONTRACTS TO FOREIGN COUNTRIES

If the Project constitutes a Public Building or Public Work Project, as those terms are defined in this Exhibit E-1, and pursuant to Section 109 of Public Law 100-202, the Joint Resolution making Further Continuing Appropriations in Fiscal Year 1988 (the "Appropriations Act"). Grantee hereby covenants and agrees as follows:

1. It shall not enter into any contract with a contractor or subcontractor of a country listed by the United States Trade Representatives (the "USTR") in the Federal Register on December 30, 1987, 53 FR 49255, for the construction, alteration, or repair of any Public Building or Public Work Project or any contract for architectural, engineering or other service directly related to the preparation for or performance of the construction, alteration, or repair of any Public Building or Public Work Project in the United States or possession of the United States.

2. Grantee shall not use any product in the construction, alteration or repair of any Public Building or Public Work Project in the United States, including permanently affixed equipment, instruments, utilities, electronic and other devices, but not including vehicles or construction equipment, if more than 50% of the total cost of the product is allocable to production or manufacture in a country listed by USTR.

3. A "Public Building" means a building for which construction, completion, rehabilitation or repair is carried on directly by authority of United States Department of Housing and Urban Development ("HUD") where the building is or will be publicly owned or operated and is intended to serve the interest of the general public.

4. A "Public Work Project" means construction activity, including construction, completing rehabilitation or repair of publicly owned or operated improvements such as bridges, dams, parks, streets, sidewalks, curbs, gutters, parking facilities, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways, levees, canals, dredging, shoring, rehabilitation or reactivation of public buildings, excavating, clearing, and landscaping, where the work performed is for an improvement intended to serve the interest of the general public. For the purposes of this definition, construction activity does not include manufacturing, furnishing of material, or servicing and maintenance work.

5. The Grantee shall include the following provisions in any material it uses to solicit bids or request proposals related to the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

(1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the Public Works Project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Certification. Except as provided in paragraph (c) of this provision, by submission of its bid or proposal, the offeror certifies that it:

(1) Is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (h) of this provision);

(2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and

(3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) Inability to certify. An offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

(d) Applicability of 18 U.S.C. 1001. The certification in paragraph (b) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S.C. 1001.

(e) Notice. The offeror shall provide immediate written notice to the Contracting Officer if, at any time before the contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(f) Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a offeror:

(1) Who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR;

(2) Whose subcontractors are owned or controlled by citizens or nationals of a foreign country on the USTR list; or

(3) Who incorporates any product of a foreign country on the USTR list in the public works project.

(g) Recordkeeping. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an offer or is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(h) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add countries to the list, and remove countries from it, in accordance with Section 109(c) of Publication L. 100-202."

6. The Grantee shall include the following provisions in any contract for the construction, alteration or repair of the Project:

(a) Definitions.

"Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

(1) If 50 percent or more of the contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the Grantee, will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in Section 109(c) of Pub. L 100-202.

(b) Certification. The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such contractor has knowledge that the certification is erroneous.

(c) Subcontracts. The contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (c) shall also be incorporated in all subcontracts.

Exhibit E-2

FOR CDBG GRANTS IN EXCESS OF \$100,000

The Grantee certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the agreements between the Grantee and a subrecipient, contractor, or borrower where the amount a subrecipient, contractor, or borrower receives exceeds \$100,000 and the subrecipient, contractor, or borrower shall certify and disclose accordingly.

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

EXHIBIT F

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. PURPOSE - The Grant Payment procedures outlined herein are designed to expedite the transfer of Maryland Community Development Block Grant (CDBG) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. OUTLINE OF SYSTEM - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's CDBG Program.
 - a. The State of Maryland makes a determination that a local government will receive funds from the Maryland CDBG Program and announces the award. The Maryland CDBG Program in the Division of Neighborhood Revitalization of DHCD sends the local government two copies of the Grant Agreement, which includes Grant Payment Procedures (Exhibit F), Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).
 - b. The grantee executes the Grant Agreement, which includes two sets of required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing and the grant payment forms (Exhibits 1 & 2) must be signed and returned prior to first request for payment. *NOTE: The name of the grantee should appear as it is listed in the CDBG Grant Agreement on all forms and accounts.*
 - c. The Maryland CDBG Program approves the completed forms and the grantee's account in the amount of its CDBG award is established in the State's STARS financial management system.
 - d. The Maryland CDBG Program furnishes the grantee a copy of Request for Payment Form (Exhibit 3).
 - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form (Exhibit 4), the grantee may request funds by completing the Request for Payment Form (Exhibit 3) and the Expenditure Tracking Form (Exhibit 3A) and submitting one original to the Maryland CDBG Program in order to meet the grantees' current cash disbursement needs.
 - f. The Maryland CDBG Program will review grantee's Request for Payment. The review will:
 - verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
 - verify that sufficient grant funds are available;
 - verify that request will not exceed amount budgeted for the appropriate project activity;
 - determine that other applicable special conditions have been met; and

- verify that the CDBG Project Manager assigned to the grantee has not put a hold on grant payments.

The Maryland CDBG Program then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.

- g. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the grantee's designated depository for credit to its account.

PART II. POLICY

1. The grantee will establish a separate, non-interest bearing depository account in a financial institution insured by FDIC or FSLIC if funds will requested from the State on an advance basis.
2. The grantee shall inform the State on the Request for Payment and Status of Funds Form (Exhibit 3) as to whether it is using an advance or reimbursement system. The system selected must be followed throughout grant implementation.

ADVANCE SYSTEM - An advance is a payment made to a grantee upon its request before cash outlays are made by the grantee.

REIMBURSEMENT SYSTEM - A reimbursement is a payment made to a grantee upon request after cash outlays have been made by the grantee.

3. A grantee that invoices on a reimbursement basis exclusively may earn interest on its depository account.
4. Any interest earned on CDBG monies requested on an advance basis will be collected by the Maryland CDBG Program and returned to the U.S. Treasury.
5. Grant payments cannot be made for any project until the following actions occur: (a) the Grant Agreement is executed by all parties; (b) the CDBG Program receives and approves the grantee's certification of completion of the environmental review process; and (c) the CDBG Program removes grant conditions and issues a release of funds and (d) the CDBG Program has determined that all other possible conditions have been met.
6. The Request for Payment form (Exhibit 3) must be accurately completed or it will not be processed. If there are questions, please contact your CDBG Project Manager prior to request being made.
7. A request should be made allowing approximately thirty days to receive the CDBG grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form (Exhibit 3) by the Maryland CDBG Program and DHCD Finance Division.
8. A grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). If a CDBG check is deposited on Friday, checks totaling the entire amount must be written by close of business the following Friday. Grantee's that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from grantee's account by the grant end date and any funds remaining on-hand will be recaptured.
9. A grantee may request a grant payment from DHCD as often as needed. Except for the final payment, the minimum amount that may be requested is \$5,000.

10. Any eligible project income, such as principal and interest payments from residential or commercial rehabilitation loan, deposited to the grantee's general CDBG account or to a subsidiary account for revolving loan purposes must, to the extent feasible, be disbursed by the grantee prior to a request for additional funds.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) and the Authorized Signatures Form (Exhibit 2).

After the forms are completed by the grantee, send two originals to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form (Exhibit 1) whenever changes in the depository are made.

2. AUTHORIZED SIGNATURE FORM – The form for Authorized Signatures for Request for Payment on CDBG Account (Exhibit 2), must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland CDBG Program at the address listed above and retain one set for local files. The person certifying the authorized signatures can not be listed as an authorized signature.

When the grantee submits a Request for Payment, the Maryland CDBG Program will accept only the signatures of persons named on the current signature form on file. A grantee therefore shall submit new signature forms whenever there is a change, including additions or deletions of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form (Exhibit 3) each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the grantee for its records.

4. EXPENDITURE FORM – The Grantee is required to submit form Exhibit 3A - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the CDBG funds.
5. EXPENDITURE TRACKING FORM – LOCAL USE – The grantee is required to use and maintain form Exhibit 3B – Expenditure Tracking Form – Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

EXHIBIT 2

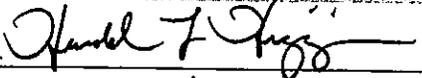
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

AUTHORIZED SIGNATURES FOR CDBG REQUESTS FOR PAYMENT

1. Name and Address of Grantee: County Commissioners of Worcester County
1 West Market Street
Room 1103
Snow Hill, MD 21863

2. Grant Agreement Number: MD-19-HI-2

3. The individuals named below are authorized to sign Requests for Payment (two or more)

TYPE NAME	TITLE	SIGNATURE EXACTLY AS IT APPEARS IN TYPED FORM
<u>Harold Higgins</u>	<u>Chief Administrative Officer</u>	<u></u>
<u>Kathy Whited</u>	<u>Budget Officer</u>	<u></u>
<u>Kim Reynolds</u>	<u>Senior Budget Accountant</u>	<u></u>

4. Certification

I certify that the signatures above are of the individuals authorized to sign Requests for Payment for CDBG funds on behalf of the identified grantee. I further understand that, as the person certifying, I am not eligible to sign Requests for Payment.

Date

Title

Signature

President Worcester County Commissioners

Revised 9/11

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EXHIBIT 3A

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #: _____ Amount Requested: _____

For this payment request, please identify the specific expenses to be paid with the CDBG funds. Please attach copy of form to your payment request and retain copy in your grant financial files.

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (CDBG FUNDS ONLY)

Total Grant Payment Received to Date \$ _____

Total Disbursements to Date \$ _____

EXHIBIT 4

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NOTICE OF REMOVAL OF GRANT CONDITIONS AND RELEASE OF FUNDS**

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

TO: (Name and Title of Chief Executive Officer of Grantee)	ADDRESS AND ZIP CODE OF GRANTEE
PROJECT NAME	LOCATION (CITY, COUNTY, MARYLAND)

On _____ this office received your request of Funds and Certification pertaining to the above project.

- No objections to your certification of and Exempt status for your project have been received. No waiting period is required.
- No objections to the release of such funds or to the Certification have been received within the prescribed waiting period.
- All objections to the release of such funds and to the Certification have been received by DHCD within the prescribed waiting period have been considered by DHCD.

Any and all conditions in the Grant Agreement for Grant No. _____, authorized by DHCD on _____, respecting said project and funding thereof, to the extent the same are based upon the pendency of environment review and clearance, are hereby removed.

This notice constituted your authority to use funds in the amount not to exceed \$_____ granted to you under Title I of the Housing and Community Development Act of 1974 for the above project.

TYPE NAME AND TITLE OF AUTHORIZING OFFICIAL	SIGNATURE OF AUTHORIZING OFFICER	DATE

Revised 8/10

Maryland Community Development Block Grant

Sub Recipient Agreement

This Subrecipient/Developer Agreement dated this 4TH day of DECEMBER, 2018 (the "Agreement"), is by and between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, of the State of Maryland (the "Recipient") and DIAKONIA, INC., a Maryland nonprofit corporation (the "Sub recipient").

WHEREAS, the Recipient has entered into an agreement (the "CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of \$276,128 (the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, \$276,128 of the CDBG Grant is being subgranted by the Recipient to the Subrecipient/Developer for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the "CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a subrecipient/developer, there must be a written agreement between a recipient and a subrecipient/developer regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the Recipient and Sub recipient agree as follows:

1. Incorporation of CDBG Grant Agreement. The Sub recipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Sub recipient agrees to assist the Recipient, to cooperate with the Recipient and to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Sub recipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the "Sub recipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Sub recipient pursuant to this Agreement, the Recipient agrees to provide Sub recipient with funds in an amount not to exceed \$276,128 (the "Sub recipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Sub recipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Sub recipient Grant shall be expended in accordance with the Sub recipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Sub recipient Grant may be used to reimburse the Sub recipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

6. Compliance with Federal Regulations.

(a) The Sub recipient shall undertake the Sub recipient Project in accordance with the Act and the CDBG Regulations.

(b) The Sub recipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Sub recipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Sub recipient.

(b) Requests for disbursements shall be made in the following manner:

Sub recipient shall send the Grantee (County Commissioners of Worcester County) all invoices, copy of checks and any other back up information to Senior Budget Accountant for review along with a cover memo requesting disbursement.

8. Records and Reports.

(a) The Sub recipient shall maintain the records related to the Sub recipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.

(b) The Sub recipient shall produce the reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.

9. Bidding and Contract Process.

(a) Recipient shall be responsible for the competitive sealed bid process of the request for proposal ("RFP"), which consists of advertising the "Invitation to Bid" in newspapers, coordination of the bidding process and award of the bid.

(b) Recipient and Sub recipient shall review bids in alignment with both the Recipient and DHCD's procurement policies to ensure compliance and request the Recipient's approval of the bid award.

(c) After formal review and approval of contract(s) by the Recipient, the Sub recipient shall execute the contract(s) with the vendor(s).

10. Term of Agreement. Unless terminated earlier pursuant to Section 11 of this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Sub recipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Sub recipient have been resolved in a manner satisfactory to the Recipient.

11. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Sub recipient to conduct and complete the activities associated with the Sub recipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Sub recipient, in writing, of a default under this Agreement. The Sub recipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Sub recipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

- 1) the Sub recipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;
- 2) the Recipient may, at its option, require the Sub recipient to repay all funds improperly expended by the Sub recipient; and
- 3) the Recipient may take all other actions available to it at law or in equity.

12. Reversion of CDBG Assets. Upon termination of this Agreement, the Sub recipient shall:

(a) transfer to the Recipient all undisbursed Sub recipient Agreement Grant funds in the possession of the Sub recipient at the time of termination, including any accounts receivable attributable to the Sub recipient Grant; and

(b) comply with any special conditions related to the Sub recipient Project set forth in the CDBG Grant Agreement hereto.

13. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

14. Third Party Beneficiaries. The Recipient and the Sub recipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Sub recipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Sub recipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

15. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

16. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

17. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient: County Commissioners of Worcester County
Attention: Senior Budget Accountant
1 W Market Street, Room 1103
Snow Hill, Maryland 21863

If to Sub recipient: Diakonia, Inc.
12747 Old Bridge Road
Ocean City, Maryland 21842

or to such other address as the parties above shall have furnished to the other in writing.

18. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

20. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Sub recipient and its successor[s].

21. Indemnification. The Sub recipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expended by the Recipient, DHCD, or

the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Sub recipient to the party who has expanded such money.

22. Further Assurances and Corrective Instruments. The parties hereto agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by the Recipient, DHCD, the State, or HUD to comply with any existing or future State or federal regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.

23. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

24. Authority. This Agreement has been duly executed and delivered by the Sub recipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Sub recipient and the Recipient.

WITNESS our hands and seals, all as of the data first written above.

WITNESS/ATTEST

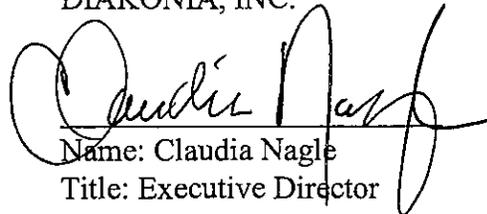
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

_____(SEAL)
Name: Diana Purnell
Title: President Worcester County
Commissioners

WITNESS/ATTEST



DIAKONIA, INC.


Name: Claudia Nagle
Title: Executive Director

- Attachment A - CDBG Grant Agreement
- Attachment B - CDBG Required Records and Reports
- Attachment C - Re-Use Plan for Program Income
- Attachment D - Special Terms and Conditions



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

3

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. MITRECIĆ

November 28, 2018

To: Harold Higgins, Chief Administrative Officer
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant 

Subject: Notice to Public of Intent to Request Release of Funds for CDBG Grant:
Diakonia Shelter Renovations

An Environmental Review is being finalized which identifies Diakonia Shelter Renovation to be Categorically Excluded under the provisions of the National Environmental Policy Act of 1969 (NEPA); a completed copy of the Environmental Review Record outlining the review process will be placed in the Worcester County Commissioners office for public review. Also attached, is the Maryland CDBG Statutory Checklist & Other Requirements for your approval and signature.

Based upon the completion of this review, Worcester County is now eligible to apply to the State for release of the reserved grant funding. I am requesting that the approval of publication of the attached "Notice to Public of Intent to Request Release of Funds".

DRAFT

NOTICE TO PUBLIC OF
INTENT TO REQUEST RELEASE OF FUNDS
On **DECEMBER 21, 2018**

COUNTY COMMISSIONERS OF WORCESTER COUNTY
1 W MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
410-632-1194

The purpose of this Notice is to identify actions to be taken by the County Commissioners of Worcester County.

On or about **December 21, 2018** the above named County Commissioners of Worcester County will request that the Maryland Department of Housing and Community Development release federal funds from the Maryland Community Development Block Grant Program to be used for the following project:

Project Title: Diakonia Shelter Renovations

Purpose of Project: Funds will be used to renovate two buildings used as shelters for the homeless

Location: 12747 Old Bridge Road, Ocean City, Maryland 21842

Total Project Cost: \$393,128

Notice is hereby given that the County Commissioners of Worcester County has prepared an Environmental Review Record on the project(s) described in this Notice and has determined said project(s) to be Categorical Excluded under the provisions of the National Environmental Policy Act of 1969 (NEPA) as amended.

The Environmental Review Record which documents the Environmental Review of these project(s) is available for public examination at the Worcester County Commissioners office during normal business hours.

Request for Release of Funds

The County Commissioners of Worcester County will undertake the project(s) described above with Maryland Community Development Block Grant funds. This Notice also certifies that Diana Purnell, serving in the official capacity of President of the Worcester County Commissioners, consents to accept the jurisdiction of the Federal Courts if an action is to be brought to enforce responsibilities in relation to the environmental reviews, decision-making, and action; and certifies that these responsibilities have been satisfied. The State's approval of the certification satisfies its responsibility under NEPA and related laws and authorities, and allows the County Commissioners of Worcester County to use CDBG funds.

DRAFT

Objections to Release of Funds

Objections to the release of funds will be accepted by the Department of Housing and Community Development only if one or more of the following apply: (a) that the certification was not in fact executed by the Certifying Officer; or (b) that the County Commissioners of Worcester County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; or (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by this part before Release of Funds and approval of the environmental certification by DHCD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. All interested agencies, groups, and persons disagreeing with this decision are invited to submit written comments to the County Commissioners of Worcester County and to the CDBG Environmental Officer, MD Department of Housing and Community Development, 7800 Harkins Road, Lanham, Maryland 20706. All such comments must be received no later than January 8, 2019.

MARYLAND CDBG STATUTORY CHECKLIST & OTHER REQUIREMENTS

<p>Name of Grantee: COUNTY COMMISSIONERS OF WORCESTER COUNTY</p>	<p>Project Name: DIAKONIA SHELTER RENOVATIONS</p>	<p>Grant Number: MD-19-HI-2</p>
<p>Project Description Include all activities that are part of this project, not just those that are CDBG funded, as well as a list of the sources, amounts and uses of all funding for this project.</p>		
<p><i>There are two buildings in this project. One building (old) was constructed in 1932 and the other (new) in 2001. They provide housing for up to 40 men, women and children as well as administrative offices, kitchen and dining areas for the residents and a food pantry to serve the community.</i></p>		
<p><i>This project is for the renovation and upgrading of existing facilities and general site repairs and does not include any new construction of any facilities.</i></p>		
<p><i>General site construction will consist of improved lighted site identification signage, replacement of a gravel parking lot with an asphalt parking lot, grading of an existing storm water management pond to its original storage capacity, and a new storage shed for the temporary storage of donations.</i></p>		
<p><i>Exterior building repairs will consist of the replacement of rotting exterior wood & doors, replacement of the roof/gutter and insulated siding on the old building and a new roof on the new building. Replacement of all decking, stairs and handicapped ramps on both buildings and new exterior security lighting on both buildings.</i></p>		
<p><i>Interior repairs will include updates health and life safety upgrades such as the construction of a handicapped bathroom, new exit/directional signage, remodeled laundry facility repairs, replacement of carpet and laminate flooring, replacement of outdated kitchenettes and kitchen cabinets, updated general interior lighting and miscellaneous drywall and painting.</i></p>		
<p>Project Funding Total: \$389,225 consisting of \$276,128 from a CDBG grant, \$13,000 in in-kind administrative from Worcester County and Diakonia providing an additional \$100,097 from fund raising efforts.</p>		
<p>Project Location: DIAKONIA, INC. 12747 OLD BRIDGE ROAD OCEAN CITY, MD 21842</p>		

MARYLAND CDBG STATUTORY CHECKLIST & OTHER REQUIREMENTS

Environmental Issues	Project in Compliance If:	Compliance Results	Source Documentation
Toxic Chemicals and Radio Active Material	Property not located on or adjacent to: past spill, Superfund site, old mine, hazardous industry.	<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> Consultation/Review Required <input type="checkbox"/> Further Conditions and/or Mitigation Action Required	<u>This property is zoned residential. The first housing area was constructed in 1932 and the second housing building in 2001.</u>
Environmental Justice	Project activities do not nor will they cause a highly adverse impact on minority and/or low-income communities.	<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> Consultation/Review Required <input type="checkbox"/> Further Conditions and/or Mitigation Action Required	<u>This project will bring justice environmentally since the renovation of Diakonia will help the underprivileged community in Worcester County.</u>

OTHER REQUIREMENTS

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES NOTIFICATION [24 CFR Part 51.303 (a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone?

No. Cite or attach Source Documentation: There is no sale or purchase of real property involved in the project.
 [Project complies with 24 CFR 51.303 (a)(3).]

Yes Notice must be provided to the buyer. The notice must advise the buyer that the property is in a Runway Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in the ERR.

COASTAL BARRIERS RESOURCES ACT [Coastal Barrier Improvement Act of 1990 (16 USC 3501)]

Is the project located in a coastal barrier resource area?

No. Cite or attach Source Documentation: Consult with local Planning and Zoning Office.
 [Proceed with Project.]

Yes. Federal assistance may not be used in such an area.

MARYLAND CDBG STATUTORY CHECKLIST & OTHER REQUIREMENTS

3. FLOOD DISASTER PROTECTION ACT [Flood Disaster Protection Act of 1973, as amended (42 USC 4001-4128)]

Does the project involve acquisition, construction, or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area (SFHA)?

No. Cite or attach Source Documentation: Consult with local Planning and Zoning Office, locally adopted FIRM. [Proceed with Project] Edward A Tudor, Director

[Proceed with Project.] _____

- Yes.** Cite or attach Source Documentation: _____
Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
- Yes.** **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
- No.** **Federal assistance may not be used in the Special Flood Hazard Area.**

I certify that, to the best of my knowledge, this activity is in compliance with NEPA and the implementing regulations of the program funding this activity.

Preparer Signature and Title: _____ Date: _____

Responsible Entity Agency Official Signature: _____ Date: _____



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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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director
Maureen Howarth, County Attorney *MH*
DATE: November 27, 2018
SUBJECT: Verizon Tower Antenna Lease

At the request of the County Commissioners, we have reached out to Verizon requesting that the County be allowed to occupy a portion of the proposed tower at no cost to the County.

Verizon has agreed to provide the upper section of the tower at no cost to the County and will be building the tower to a height of 160' as opposed to the original 127'. This will also allow for the co-location of other carriers.

In another change, the tower will actually be built and owned by Calvert Crosslands, LLC, (Calvert) a Maryland company that Verizon has an agreement with. Calvert leases space back to Verizon as Verizon is moving away from building and owning their own towers.

The attached Agreement has been changed to reflect both Calvert as the owner, and space being reserved for the County's public safety and government communications equipment. An additional change was also made to Section 22 on assignment of the agreement.

The revised Agreement is attached and we would respectfully request that the County Commissioner execute this document.

Should you have any questions in the mean time, please do not hesitate to contact me or our County Attorney.

Attachment

1a

Lessee Site Name: Ocean City Expressway
Lessor Site Name: Ocean Pines Water and Wastewater Property

**Land Lease Agreement Between
County Commissioners of Worcester County, Maryland And
Calvert Crossland, LLC**

TABLE OF CONTENTS

Paragraph	Title
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4.	County Use
5.	Use of Premises
6.	Intermodulation Study
7.	Hold Harmless
8.	Installation
9.	Maintenance and Normal Operations
10.	[INTENTIONALLY DELETED]
11.	Utilities
12.	Peaceful Possession
13.	Taxes
14.	Lessee's Property
15.	Materials and Claims
16.	Insurance
17.	[INTENTIONALLY DELETED]
18.	Operation of Lessor's Communications Facility
19.	Repairs and Restoration
20.	Termination
21.	Holding Over
22.	Agreement Assignment
23.	Binding Effect
24.	Severability
25.	Headings
26.	Prior Agreements
27.	Notices
28.	Waivers
29.	Recording
30.	Governing Law, Jurisdiction and Venue
31.	Governmental Immunity
32.	Third Party Beneficiary
33.	No Individual Liability
34.	Sufficient Appropriations

Exhibit A—Lessee's Premises

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Lease Agreement"), made this ____ day of _____, 2018, by and between the County Commissioners of Worcester County, MARYLAND, with an address of, One West Market Street, Snow Hill, Maryland 21863, hereinafter referred to as "Lessor", and Calvert Crossland, LLC, with an address of 904 South Broadway, Baltimore, Maryland 21231, hereinafter referred to as "Lessee".

WHEREAS, the Lessee is in need of land space for a communications tower and associated communication facilities (collectively, the "Communications Facilities") at a location at which the Lessor owns property, known and designated as 1000 Shore Lane, Ocean Pines, Worcester County, Maryland (the "Property"), said Property being more particularly identified as Tax Map 16 Parcel 78, Tax Account 03-069168; and

WHEREAS, the Lessor has identified space on the Property for Lessee's Communications Facilities, and Lessor is willing to lease said space to the Lessee; and

WHEREAS, the Lessor has determined that leasing space on the Property to users who will not interfere with the Lessor's communications systems will benefit the public and the Lessor; and

WHEREAS, the Lessee is willing to give assurances that its use of the Property will not interfere with the Lessor's communications systems.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES:

(A) The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that specific land area, as more particularly described in the Site Utilization Plan (also known as the "Lease Exhibits"), attached hereto as Exhibit A, which is located on the Property (the "Premises"), for the term, at the rent, and upon all of the conditions and agreements set forth herein. Lessee and its employees, agents and contractors shall also have a non-exclusive right of ingress and egress in the location of the "Right of Way" as shown on the Lease Exhibits.

(B) By taking possession of the Premises, the Lessee accepts them in the condition in which they may then be, and waives any right or claim against the Lessor arising out of the current condition of the Premises.

2. TERM:

(A) The initial term of this Lease Agreement shall be for a period of Five (5) years and shall commence ("Commencement Date") on the earlier of (i) April 1, 2019, or (ii) the first day of the month in which Lessee commences installation of its Communications Facilities at the Premises, and shall terminate on the date that is five (5) years thereafter. This term and any

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renewal terms are collectively referred to herein as the "Term". If the Commencement Date is determined based on Section 2(A)(ii) [i.e., determined based on commencement of construction], then the Lessor and Lessee shall acknowledge such Commencement Date in writing (the "Commencement Date Acknowledgement") promptly after such date occurs.

(B) The Lessee shall have the option to extend this Lease Agreement for Four (4) additional Five (5) year Terms by giving the Lessor written notice of its intention to do so at least six (6) months prior to the end of the then current Term; provided, however, that the Lessee at and up to the time of said renewal is not in default under this Lease Agreement past any applicable notice and cure period.

3. RENT:

(A) The Lessee shall pay to the Lessor the sum of Twenty Thousand Dollars (\$20,000) as rent for the twelve (12) month period, beginning on the Commencement Date. For each subsequent twelve (12) month period remaining in any Term of this Lease Agreement, rent shall be paid in an amount as calculated in Paragraph 3(B) of this Lease Agreement. All payments by the Lessee to the Lessor under Paragraph 3 of this Lease Agreement shall be referred to herein as "Rent." Rent shall be paid in advance in equal monthly installments on the first day of each month, except that the first payment of Rent shall be made within ninety (90) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1, February 1, March 1 and April 1 by April 1. Rent shall be made payable to the Lessor Treasurer's Office or to such other person, in such other form, or to such other place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any Rent due date.

(B) The annual rent shall increase on each anniversary of the Commencement Date by two percent (2%) over the previous year, rounded up to the nearest whole dollar, during the initial term and any extension terms.

(C) For any party to whom rental payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee. Rental shall accrue in accordance with this Agreement, but Lessee may not deliver rental payments for up to 90 days after the requested documentation has been received by Lessee.

4. COUNTY USE:

(A) Lessee agrees to provide space on the Tower at the highest elevation available and on the ground in the Lessees' described secure premises at no charge, for the Lessors' public safety and government communications equipment. Lessors' equipment on the Tower shall not exceed two hundred and fifty (250) square feet in wind sail and with Worcester County Zoning and Permitting approval will be mounted no greater than four (4) feet below the top of the Tower. Lessors' Tower

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equipment may increase the overall highest appurtenance of the Tower with local and federal government approvals. Lessor's use of the space on the Tower shall be subject to the rules and regulations in Exhibit B. Lessor is required to submit to Lessee final specifications of the equipment to be installed on the Tower prior to installation.

5. USE OF PREMISES:

(A) The Lessee agrees to use the Premises solely for the purposes of construction, erection, reconstruction, operation, maintenance, repair, and removal of a Communications Facilities (collectively "Permitted Use").

(B) The Lessee agrees that its use of the Premises shall not interfere in any way, including through radio frequency interference, with any operations of the communications equipment of Lessor or the Lessor's existing tenants (collectively, "Lessor's Operation"). In the event that the Lessor believes, in the Lessor's sole judgment and opinion, that Lessee is causing any interference with the Lessor's Operations, the Lessor shall give oral notice to Lessee Network Operations Center at (855)422-5276, and written notice of the interference to the Lessee. Immediately upon receiving notice of the interference, the Lessee shall dispatch authorized representatives to inspect and test the Lessee's Communications Facilities. The Lessor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. The Lessor shall not, as a part of a technical evaluation, disconnect, terminate, or interrupt the electrical service to Communications Facilities during the six (6) hours immediately after giving notice of the interference. If, during the twelve (12) hours after the initial notice of the interference, the Lessor considers the results of any inspections or tests performed by the Lessee or any technical evaluations performed by the Lessor, and the Lessor determines that the Lessee is causing interference to the Lessor's Operation, the Lessor shall notify the Lessee of the Lessor's determination, and the Lessee shall immediately cease interfering with the Lessor's Operation. In any event, if the Lessee fails to cease its interference with the Lessor's Operation within twelve (12) hours of the initial notice of interference from the Lessor, the Lessor shall have the right to take whatever steps it deems necessary, in its sole judgment and discretion, to remedy the interference.

(C) For a period of thirty (30) calendar days after the Lessor determines that the Lessee caused interference and that the interference was not remedied within twelve (12) hours of the initial notice as required, the Lessee may request to remain on the Premises and perform intermittent testing of potential cures during hours specified by the Lessor. At the completion of thirty (30) calendar days after the Lessor determines that the Lessee caused interference, the Lessee shall provide the Lessor a report of the Lessee's actions and proof that the Lessee is no longer the cause of interference.

(D) Except for costs to repair or replace Lessee's Communications Facility damaged by the Lessor in connection with its negligence acts, if the Lessor takes action pursuant to and in accordance with this Paragraph, the Lessee shall not be entitled to recover any damages or losses from the Lessor, including lost profits and any incidental, consequential, or other damages to the Lessee.

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(E) Lessee acknowledges to and consents to Lessor allowing other carriers or other tenants on the Property however, Lessor agrees that Lessor shall not allow any other carrier or tenant to install, construct or operate, any improvements or equipment on the Property that would cause unreasonable interference with the operation of Lessee's Communications Facilities. Lessor also agrees not to construct any new improvements on the Property that would physically block or interfere with the transmission or reception of radio frequencies by Lessee's Communications Facilities.

(F) The parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

6. INTERMODULATION STUDY: Prior to the completion of the installation of the Communications Facilities, Lessee shall obtain and provide to Lessor, at Lessee's expense, an intermodulation study indicating that the operation of the Lessee's Communication Facilities will not interfere with any nearby Lessor facilities or other facilities in place prior to the installation of the Communications Facilities.

7. HOLD HARMLESS:

(A) Lessee accepts the Premises in their present condition. To the extent permitted by law, Lessee agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, servants, employees, contractors, subcontractors and assigns, from any and all suits, claims, demands, liabilities, damages, costs, and reasonable expenses (including legal fees), related to any death, incident, injury, property damage or lien to the extent arising from the installation, use, maintenance, repair, and removal of Lessee's Communications Facilities, except Lessee shall not hold harmless, defend and/or indemnify Lessor, its officers, agents, servants employees, contractors and subcontractors from any suit, claim, demand etc., caused by the negligence or willful misconduct of Lessor, its officers, agents, employees, contractors or subcontractors.

(B) To the extent permitted by law, Lessee further agrees to defend any suits, claims, demands, actions, or proceedings brought against Lessor based upon any such injury, incident, death, loss, damage, from any and all fines and/or citations from any local, state, or federal agency as a result of any violation of any laws, rules, or regulations of any local, state or federal agency, caused by Lessee in its use of the Premises for the installation, operation or maintenance of its equipment. Lessee's defense obligation hereunder shall be limited to the proportion of any allocable share of any joint negligence or willful misconduct, except Lessee shall not defend Lessor, its officers, agents, servants, employees, contractors and subcontractors from any suit, claim, demand, etc., caused by the negligence or willful misconduct of Lessor, its officers, agents, employees, contractors or subcontractors.

(C) Lessor warrants that Property meets all Federal, State and local laws and regulations. Lessor agrees to assume all risks of injury or death to its employees or workmen from any causes whatever. Lessor further agrees to indemnify and save harmless the Lessee, its officers, agents, servants, employees, assigns, contractors, and subcontractors from any and all suits, claims,

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demands, liability, damage, and cost or expense in respect to any and all loss of life or injury or damage to person or property of any person, firm, or corporation (including the parties hereto, their officers, agents, servants, employees, contractors and subcontractors) sustained in any manner and arising out of activities of the Lessor, its agents, employees, contractors, and subcontractors. Lessor further agrees to indemnify and save harmless the Lessee, its officers, agents, servants, employees, assigns, contractors and subcontractors from any and all fines and/or citations from any local, state, or federal agency as a result of violation of any laws, rules, or regulations of such agencies arising out of the activities of the Lessor, its agents, servants, employees, contractors, or subcontractors sustained while in or about the Premises. Notwithstanding anything to the contrary contained herein, Lessor shall not hold harmless and indemnify Lessee, its officers, agents, employees, contractors and subcontractors from any suit, claim, demand, etc., arising out of the negligence or willful misconduct of Lessee, its officers, agents, employees, contractors or subcontractors.

8. INSTALLATION:

(A) Lessee shall not construct more than one (1) tower structure within the Premises (the "Tower") and such Tower shall not exceed 199' AGL in height without Lessor's prior written consent. Such Tower shall follow all proper review and permit procedures for Federal, State and local approval. Subject to subsection (B) below, all other equipment, improvements and fixtures to be installed or constructed within the Premises shall be at Lessee's sole discretion provided the same are consistent with the Permitted Use and follow all proper review and permit procedures for Federal, State and local approval. Lessee's construction, erection, reconstruction, operation, maintenance, repair and removal of the Communications Facilities shall be performed in compliance with all applicable Federal, State and local laws and regulations.

(B) Prior to Lessee's initial construction and installation of its Tower structure, antenna facilities on the Tower and ground-based equipment within the Premises, Lessee shall provide Lessor with a full set of construction drawings for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that the same comply with all applicable laws and regulations and are consistent with the terms and conditions of this Lease. If Lessor fails to grant or deny its approval within twenty (20) days after Lessee's submission, Lessor shall be deemed to have approved Lessee's construction drawings. Lessee's construction drawings approved by Lessor (or deemed approved by Lessor) are referred to herein as the "Approved Construction Drawings". Lessee's initial construction and installation shall be consistent with the Approved Construction Drawings.

After Lessee's initial construction and installation, Lessee shall not thereafter make or perform any of the following without Lessor's prior written approval (which shall not be unreasonably withheld, conditioned or delayed provided that the same comply with all applicable laws and regulations and are consistent with the terms and conditions of this Lease): (i) any structural modifications to the Tower or (ii) any alterations, modifications or additions that require disturbance to the grounds of the Premises. In no event shall Lessee be permitted to make any

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alterations, modifications or additions outside of the Premises without Lessor's prior approval in each instance.

During the term of this Lease, if Lessee wants to make any change or modification that requires Lessor's approval in accordance with the terms of this subsection (B), Lessee shall make its request in writing and specify in detail the proposed change or modification. Lessor will respond to any such request within thirty (30) working days of receipt, failing which Lessor's approval shall be deemed granted.

- (C) Prior to the Commencement Date of this Lease Agreement, with prior notice to the Lessor, the Lessee shall have access to the Property at such times as the Lessor and the Lessee mutually agree for the purposes of undertaking any necessary tests, studies, and inspections relating to the Lessee's Permitted Use of the Premises and at such times as the Lessor and the Lessee mutually agree.
- (D) In the event the Lessee is unable to utilize the Premises for the purpose stated herein, and terminates this Lease Agreement in accordance herewith, the Lessee agrees that it shall restore portions of the Premises that have been damaged, modified, or altered by or on behalf of the Lessee as nearly as possible to their original condition.
- (E) The Lessee shall, at its sole cost and expense, obtain all Federal, State, County and other permits and authorizations required to construct, operate, or otherwise implement its use of the Premises and Communications Facilities, including but not limited to, any variance, special exception, or zoning certificates. The Lessee shall provide the Lessor with copies of all permits and authorizations, and no installations or other work will be performed by the Lessee until such permits and authorizations are submitted to the Lessor.
- (F) This Lease Agreement is conditioned upon the Lessee delivering to the Lessor a Letter of Credit or a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) as security for removal of any of the Communications Facilities left by the Lessee and any necessary repairs or maintenance following termination of this Lease Agreement when this Lease Agreement has been signed by the Lessee and is presented to the Lessor for signatures. Such Letter of Credit or Surety Bond shall be delivered to: Attn: Director of Public Works, Department of Public Works, 6113 Timmons Rd, Snow Hill, Maryland 21863. Should the Lessee fulfill the terms of this Lease Agreement as to removal of Communications Facilities and necessary repairs and maintenance following termination of this Lease Agreement, then the Letter of Credit or Surety Bond shall be returned to the Lessee.
- (G) The Lessee shall perform all work in a good and workmanlike manner, and in such a manner as to not interfere with any aspect of Lessor's Property or the Lessor's Operation.

9. MAINTENANCE AND NORMAL OPERATIONS:

- (A) The Lessee shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Lessee shall notify the Department of Public Works as identified in Paragraph 27 of this Lease Agreement, of its desire and intention to perform any non-emergency maintenance

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on the Lessee's Communications Facilities which requires access to the Property (and therefore the Premises) at least twenty-four (24) before such work commences. Should the Lessee require immediate access to the Property for emergency repairs, the Lessee shall secure permission from the Lessor's Department of Public Works representative as identified in this Lease Agreement and Lessor can provide an emergency call number.

(B) The Lessee shall maintain the Communications Facilities in proper operating condition and maintain the site in satisfactory condition as to appearance and safety.

(C) It is the responsibility of the Lessee to maintain the leased Premises. Landscaping may be required by law and shall be complied with.

(D) Lessee's Communications Facilities must meet applicable legal requirements with respect to the noise emitted thereby. Upon written notice from the Lessor that the Communications Facilities emits noises that violates applicable legal requirements, the Lessee shall take all steps necessary to correct and reduce the noise to satisfy applicable legal requirements. If within thirty (30) days of receipt of such notification the Lessee is unable to bring the noise to legal levels, the Lessee shall immediately remove or replace the portion of Lessee's Communications Facilities causing the noise.

(E) The parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Lessee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

(F) After the initial construction and installation of the Communications Facilities, Lessee (and any subtenant of Lessee) shall provide Lessor with a list of all approved employees and contractors that will be accessing the Premises on such parties' behalf, which list shall be updated by Lessee from time to time, as necessary.

10. [INTENTIONALLY DELETED]

11. UTILITIES:

(A) Should the Lessee require electrical power, telephone, or utilities of any kind for any purpose, the Lessee shall be responsible for acquiring such utilities and for ensuring that they are separately metered from the Lessor's utilities. The Lessee shall pay all charges for all utilities used by the Lessee on the Premises directly to the utility provider.

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(B) The Lessee is solely responsible for any backup emergency power system it may require, and Lessor acknowledges and agrees that Lessee may install, operate and maintain a back-up power generator within Lessee's leased ground space.

(C) The Lessee shall be responsible for the expansion or improvement of the utility services, under the supervision of the Lessor, should the Lessee require such expansion or improvement. The Lessee shall be responsible for the installation from the site of existing utility services to the Communications Facilities. The Lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises and no such failure or interruption shall entitle the Lessee to terminate this Lease Agreement. At Lessee's request, Lessor shall grant Lessee or the applicable utility provider an easement or right of way for any utilities required for Lessee's use of the Premises. Without limiting the foregoing, Lessee shall have the right to install, operate, maintain, repair and replace utility facilities within the "Right of Way(s)" as shown on the Lease Exhibits attached hereto.

12. PEACEFUL POSSESSION: The Lessor covenants that the Lessee, upon the payment of Rent and the performance of the covenants and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease Agreement.

13. TAXES: The Lessee is solely responsible for any and all taxes assessed by reason of the installation by the Lessee of the Communications Facilities, which taxes shall be paid promptly by the Lessee when due.

14. LESSEE'S PROPERTY:

(A) The Communications Facilities placed on the Premises by the Lessee shall be and remain the property of the Lessee, and upon the termination of the Lease Agreement, the Lessee shall, enter onto the Premises and remove the Communications Facilities including fixtures (except Lessee shall not be required to remove any footers). Upon removal of the Communications Facilities by the Lessee, the Lessee agrees to repair and restore any damage caused to the Premises by the removal of the Communications Facilities. Nothing contained in this Paragraph or in this Lease Agreement shall presume or infer that the Lessee shall have or has any right to hold over; and, at such time, the Lessee shall be a tenant at sufferance. Further, the Lessee shall be subject to immediate judicial proceedings to enforce this Paragraph and all other provisions of this Lease Agreement.

(B) Subject to Paragraph (A) of this section, the Lessee shall, within thirty (30) calendar days after the expiration or other termination of this Lease Agreement, remove all of the Lessee's Communications Facilities. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of the Lessee, which shall prevent the removal of the Communications Facilities from the Premises within the thirty (30) calendar day period, the Lessee shall be allowed an additional reasonable period of time to remove such Communications Facilities. In the event that the Lessee fails to remove any of the Communications Facilities from the Premises within thirty (30) calendar days (or

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additional period allowed as set forth herein), the Lessor shall have the Communications Facilities removed and disposed of at the Lessee's expense.

15. MATERIALS AND CLAIMS: All materials furnished for any work done on the Premises by the Lessee shall be at the Lessee's sole cost and expense. The Lessee agrees to protect the Premises and the Lessor from all claims of contractors, laborers, and materialmen claiming by, through or under Lessee.

16. INSURANCE: The Lessee and its contractors and subcontractors shall provide certificates of insurance prior to access of the Premises. At all times during the term of this Lease Agreement, including the time for removal of Lessee's Communications Facilities as provided for in this Lease Agreement, the Lessee shall obtain, pay all premiums for, and file with the Lessor Department of Public Works, current certificates of insurance representing:

- (A) Commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. Said insurance shall insure, on an occurrence basis, against liability of Lessee and its employees arising out of or in connection with the Lessee's use of the Premises, all as provided for herein. The insurance certificates shall include the County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863, as the certificate holder and include them as an additional insured as their interest may appear under this Lease Agreement.
- (B) Within thirty (30) days from execution of this Lease Agreement, the Lessee shall deliver to the Lessor a certificate of insurance evidencing compliance with the insurance requirements of this Lease Agreement. Such initial certificate and subsequent policies or certificates shall include the County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863, as the certificate holder and include the County Commissioners of Worcester County, Maryland as an additional insured as their interest may appear under this Agreement. Insurance certificates shall be delivered to: County Administration at 1 West Market Street, Snow Hill, Maryland 21863, with copies to Attn: Director of Public Works, Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863.
- (C) The policies required by this Lease Agreement shall be in a form reasonably satisfactory to the Lessor. Upon receipt of notice from its insurer(s) Lessee shall provide Lessor with thirty (30) calendar days written notice of any cancellation. The Lessee shall, in the event of any such cancellation notice, obtain and file with the Lessor certificates of insurance evidencing replacement of any coverage required herein within thirty (30) calendar days following receipt by Lessee of the notice of cancellation.

17. [INTENTIONALLY DELETED]

18. OPERATION OF LESSOR'S EQUIPMENT: The Lessor shall maintain and operate the Property and any equipment constituting the Lessor's Operations in compliance with all applicable regulations of the Federal Communications Commission. If the Lessee has reason to believe that the Lessor's equipment is interfering with the operation of the Lessee's Communications Facilities, the Lessee

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shall give oral and written notice of suspected interference to the Lessor. Within forty-eight (48) hours of receipt of such notice, the Lessor shall dispatch authorized representatives to inspect and test the Lessor's Operation and equipment. If, after a technical evaluation, the Lessor determines that the Lessor's Operation is causing interference with the operation of the Lessee's Communications Facilities, the Lessor shall promptly correct the condition which causes such interference, UNLESS the Lessor determines that the correction of the condition is not necessary to achieve compliance with Federal Communications Commission regulations and is not in the Lessor's best interest. In that event, the Lessee shall have the right to terminate the Lease Agreement, and, upon such termination by Lessee, the Lessor shall refund to the Lessee a prorated amount of Rent paid in advance.

19. REPAIRS AND RESTORATION:

If a fire or other casualty damages the Property or the Premises and the Lessee's Permitted Use of the Premises is impaired during the period of repair or restoration, the term of the Lease Agreement shall be extended for a period equal to the period during which the Lessee's Permitted Use was impaired (and Lessee's payments of Rent shall be abated during any period of time in which the Permitted Use is impaired). The Lessee shall have no other claim against the Lessor for any damage, including for destruction, repair, restoration, loss of use, lost profits, or other incidental or consequential damages. Upon completion of such repair or restoration, the Lessee shall promptly re-equip the Premises to a condition substantially equal to that which existed prior to the damage or destruction, if the Lessee continues its operations on the Premises. Notwithstanding anything herein to the contrary, if Lessee's Permitted Use is impaired in excess of one hundred twenty (120) days, then Lessee may terminate this Agreement by written notice to Lessor.

20. TERMINATION:

- (A) In the event that: (1) the Lessee makes proper application for any required governmental permits or approvals, including, without limitation, any variance or special exception under applicable Zoning regulations, but the application is denied, or Lessee determines that such governmental permits or approvals may not be obtained in a timely manner or (2) approval of the application is subsequently vacated by a final order of a Court of competent jurisdiction (any of which events shall hereafter be referred to as "Denial"), the Lessee may elect to terminate this Lease Agreement as provided in this Paragraph. Lessee must notify the Lessor in writing within ninety (90) calendar days of the receipt of notice of Denial that the Lessee elects to terminate this Lease Agreement. In the event the Lessee elects to terminate this Lease Agreement pursuant to this Paragraph prior to the Commencement Date, the Lessee shall not be responsible for payment of Rent due under this Lease Agreement if termination occurs prior to the Commencement Date. If termination pursuant to this Paragraph occurs on or after the Commencement Date, the Lessor shall refund to the Lessee a prorated amount of the Rent paid.
- (B) The Lessee may voluntarily terminate this Lease Agreement 60 days after written notification to the Lessor. Lessee's Communications Facilities must be removed within 60 days of written notification to Lessor Department of Public Works. Except as otherwise

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specifically provided in this Lease Agreement, the Lessee shall not be entitled to a refund or rebate of any portion of the Rent paid hereunder. If the Lessee ceases to use the Premises for the Permitted Use, including any approved change or modification thereto, for a period of 180 days or more, the Lessee shall remove all the Lessee's Communications Facilities as required by this Lease Agreement, and vacate the Premises. Rent as set forth in this Lease Agreement must be paid until the Lease is terminated and all of the Lessee's Communications Facilities have been removed from the Premises.

(C) [INTENTIONALLY DELETED]

(D) DEFAULT AND EFFECT OF DEFAULT: Each of the following events shall constitute a default of this Lease Agreement by the Lessee ("Default"): (1) the Lessee's failure to pay Rent or other sums herein specified within ten (10) calendar days after receipt of written notice of said default; or (2) the Lessee's failure to perform or comply with any of the conditions or covenants of this Lease Agreement and such failure continuing for a period of thirty (30) calendar days after written notice to the Lessee (provided, however, that if due to the nature of the Default it cannot reasonably be cured within thirty (30) days and Lessee has commenced curing the same within thirty (30) days after receipt of notice of the Default from Lessor, then such cure period can be extended by written approval of Lessor to a certain date). In the event of Default, the Lessor may, at its sole discretion, provide the Lessee with thirty (30) days written notice of its intent to terminate this Lease Agreement, without prejudice to any other remedy which the Lessor might be entitled to pursue, including the Lessor's rights under this Lease Agreement to eliminate any interference caused by the Communications Facilities. No portion of Rent or the inspection fee shall be refunded in the event of a termination based on Default. Lessee shall remove all the Lessee's Communications Facilities in accordance with the terms of Section 14 of this Lease within 180 days of Lessor's written notice of termination.

21. HOLDING OVER: Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy at sufferance, and, for each month or any part thereof, the Lessor shall be entitled to payment of the annual Rents (as calculated pursuant to this Lease Agreement) divided by twelve (12).

22. AGREEMENT, ASSIGNMENT: Except as otherwise provided herein, the Lessee shall neither sell, assign or transfer this Lease Agreement nor sublet this Lease Agreement without the prior written approval of the Lessor, which approval shall not be unreasonably withheld based upon the industry reputation and financial strength of the assignee. The Lessor also agrees that the Lessee may assign this Lease Agreement in its entirety (and in no event, less than all of the Premises) to any entity which is parent, subsidiary or affiliate of the Lessee, controls or is controlled by or under common control with the Lessee, is merged or consolidated with the Lessee, or purchases a majority or controlling interest in the ownership or assets of the Lessee in the market defined by the FCC in which the Property is located. Notwithstanding anything to the contrary in this Lease, the Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity or agent on behalf of any financing entity to whom the Lessee (i) has obligations for

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

borrowed money or in respect of guarantees thereof, or (ii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof, provided any such action by the Lessee shall not in any way reduce, diminish or negate any rights or interests of the Lessor under this Lease, especially the Lessee's obligations set forth in the first two sentences of this Paragraph 22. Lessee may sublet portions of the Premises and Communications Facilities to other communications providers; provided, that in connection with any such sublease, (i) Lessee or its subtenant shall provide Lessor with notice promptly upon the execution of the sublease, and (ii) prior to the construction and installation of such subtenant's facilities, the subtenant shall obtain Lessor's prior written approval of the construction drawings therefor, consistent with the terms and conditions of Section 8 of this Lease.

23. BINDING EFFECT: All of the terms, covenants, rights, liabilities and conditions of this Lease Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

24. SEVERABILITY: In the event any portion of this Lease Agreement is found to be unconstitutional, invalid, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Lessor and Lessee to sever only the invalid portion or provision, and that the remainder of the Lease Agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Lease Agreement.

25. HEADINGS: The Paragraph captions contained in this Lease Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

26. PRIOR AGREEMENTS: This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement, and no agreement or understanding pertaining to any such matter shall be effective for any purpose. This Lease Agreement shall not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

27. NOTICES:

(A) All notices and demands required in this Lease Agreement shall be deemed duly served if sent by one party to the other party, registered or certified mail, return receipt requested, postage prepaid, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the address of said party set forth below or to such other address as said party may from time to time designate in writing:

LESSEE: Calvert Crossland, LLC
 904 South Broadway
 Baltimore, Maryland 21231
 Attention: Barbara S. Pivec

LESSOR: County Commissioners of Worcester County, Maryland

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

1 West Market Street
Snow Hill, Maryland 21863

WITH COPIES TO: Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

CONTACTS FOR ORDINARY AND EMERGENCY ACCESS TO FACILITIES: Contact Water and Wastewater Division at (410) 641-5251.

(B) The Lessor's proper name for this site is "Ocean Pines Water and Wastewater Cell Site". This name must be used by Lessee on all written and verbal communication with the Lessor.

28. WAIVERS: No waiver by the Lessor of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the Lessee of the same or any consent or approval shall not be deemed to render unnecessary the obtaining of the Lessor's consent to or approval of any subsequent act by the Lessee whether or not similar to the act so consented to or approved.

29. RECORDING: The Lessee shall not record this Lease Agreement without the written consent of the Lessor.

30. GOVERNING LAW, JURISDICTION AND VENUE: This Lease Agreement shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Worcester County, Maryland.

31. GOVERNMENTAL IMMUNITY: With respect to any tort claims, the Lessor and its "employees", as defined in the Local Government Tort Claims Act, §§5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive their right to assert governmental immunity, do not waive their right to assert any defenses and do not waive their right to assert any limitations of liability as may be provided for by law. No provision of this Lease Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

32. THIRD PARTY BENEFICIARY: It is specifically agreed between the parties executing this Lease Agreement that it is not intended by any of the provisions of this Lease Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Lessor and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Lease Agreement.

33. NO INDIVIDUAL LIABILITY: No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Lease Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

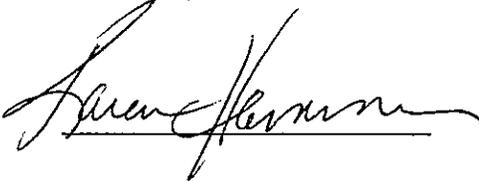
34. SUFFICIENT APPROPRIATIONS: The Lessor's financial obligations, if any, under this Lease Agreement require sufficient appropriations and authorization being made by the Lessor for the performance of this Lease Agreement. In the event sufficient appropriations are not made for the Lessor's financial obligations under this Lease, Lessee may, at its option, (a) perform all or a portion of the Lessor's financial obligations and offset the actual amounts spent against its rent obligations hereunder (whereupon Lessee shall provide invoices for all such amounts in form and substance reasonably acceptable to the Lessor at least 30 days prior to the offset of rent), or (b) terminate this Lease Agreement upon notice to Lessor.

[signature page follows]

Lessee Site Name: Ocean City Expressway
Lessor Site Name: Ocean Pines Water and Wastewater Property

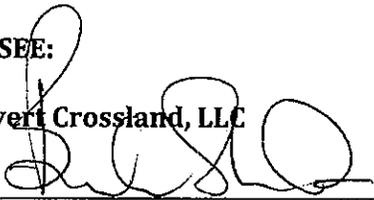
IN WITNESS THEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the day and year first above written.

WITNESS/ATTEST:



LESSEE:

Calvert Crossland, LLC

BY:  (SEAL)

PRINT NAME: Barbara Shenton Pivec

TITLE: Member

DATE: _____

ATTEST:

LESSOR:

County Commissioners of Worcester
County, Maryland

BY: _____ (SEAL)

PRINT NAME: Diana Purnell

TITLE: President

DATE: _____

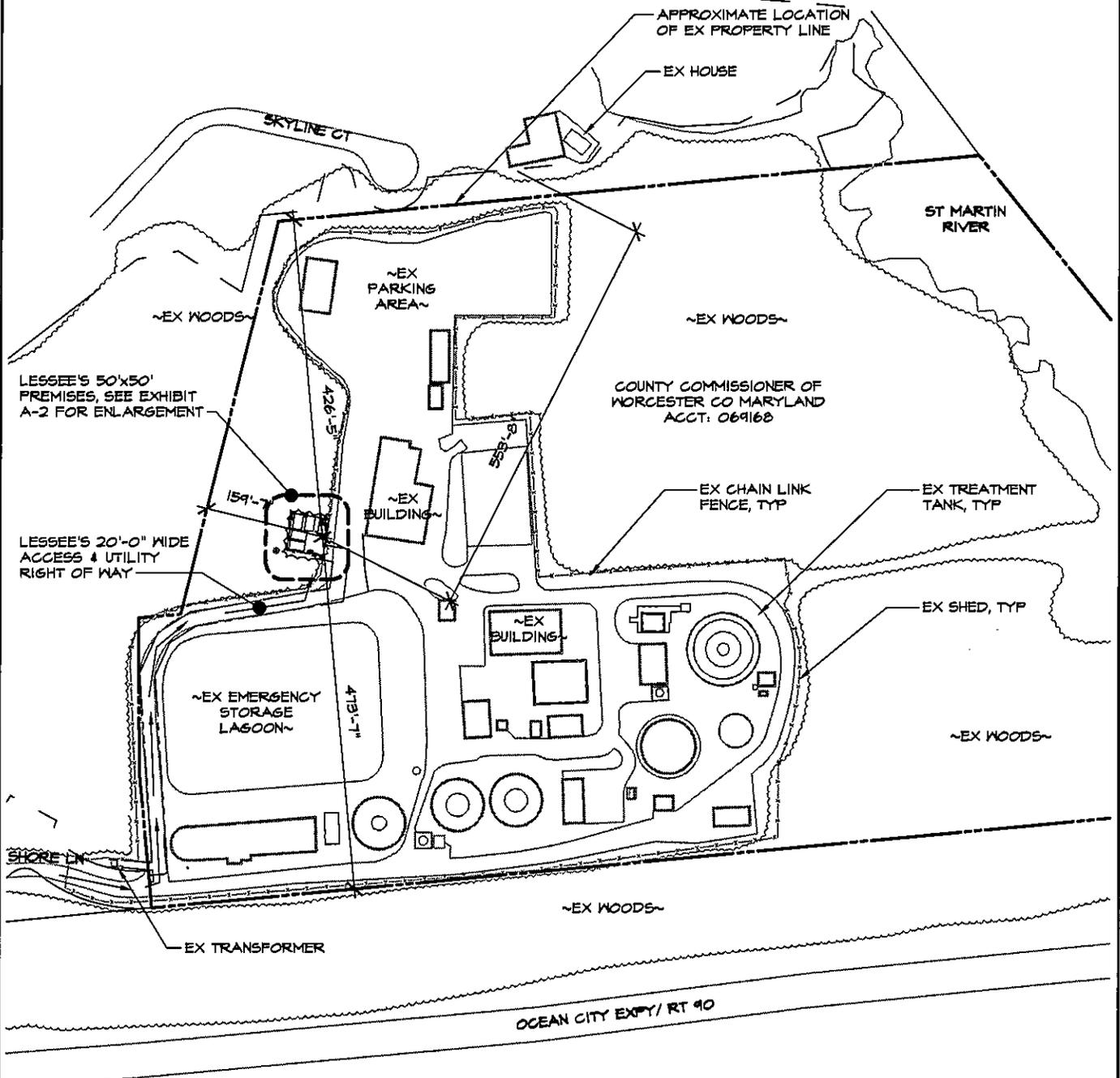
Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

EXHIBIT A

[See attached]

EXHIBIT A-1



SITE PLAN

SCALE: 1" = 200'



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

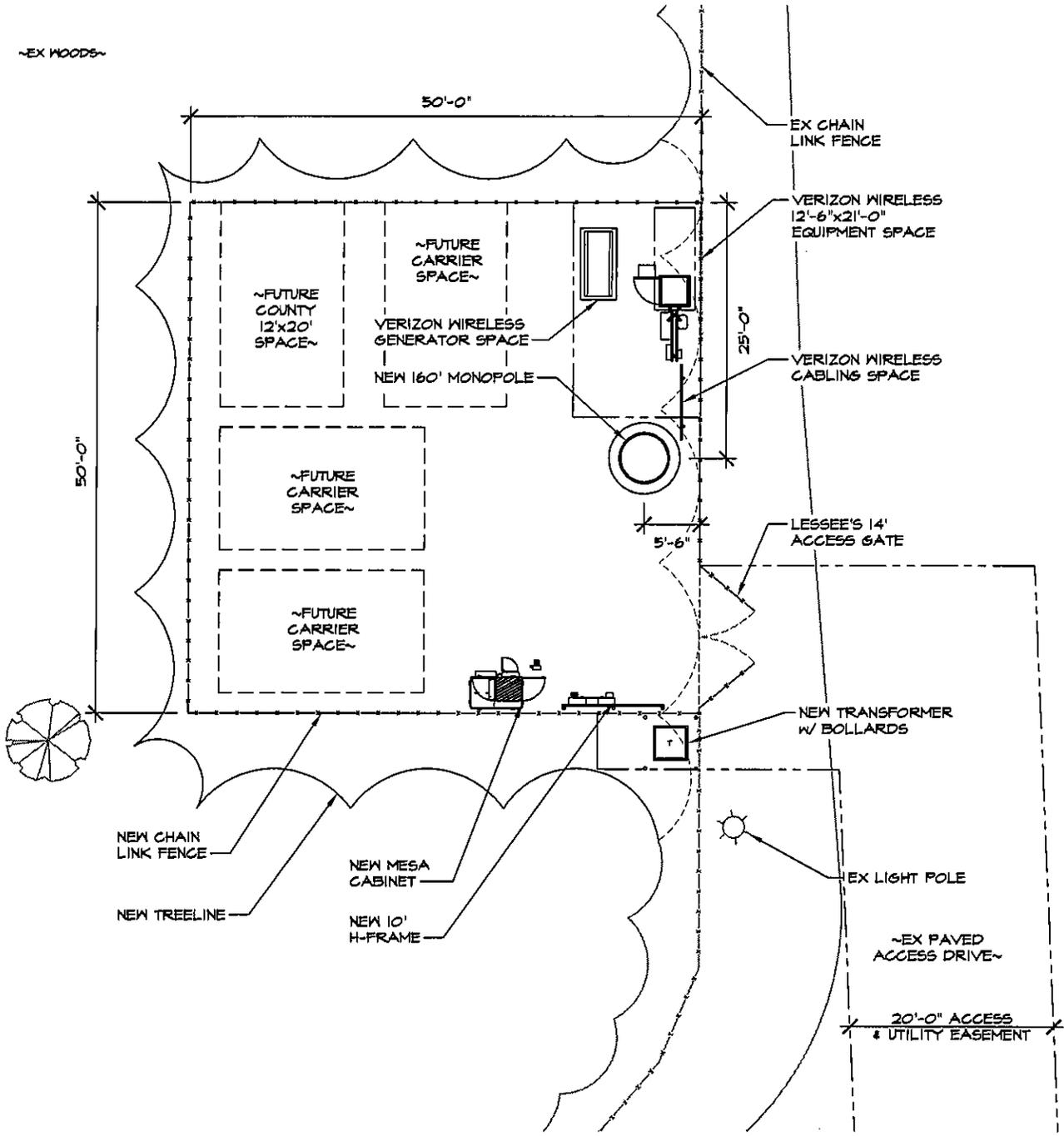
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

OCEAN CITY EXPRESSWAY

1000 SHORE LANE
BERLIN, MARYLAND 21811
WORCESTER COUNTY

SCALE: AS NOTED	DATE: 11/28/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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EXHIBIT A-2



COMPOUND LAYOUT

SCALE: 1" = 15'



MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
 1220-C East Joppa Road, Suite 505
 Towson, Maryland 21286
 (410) 821-1690
 Fax (410) 821-1748

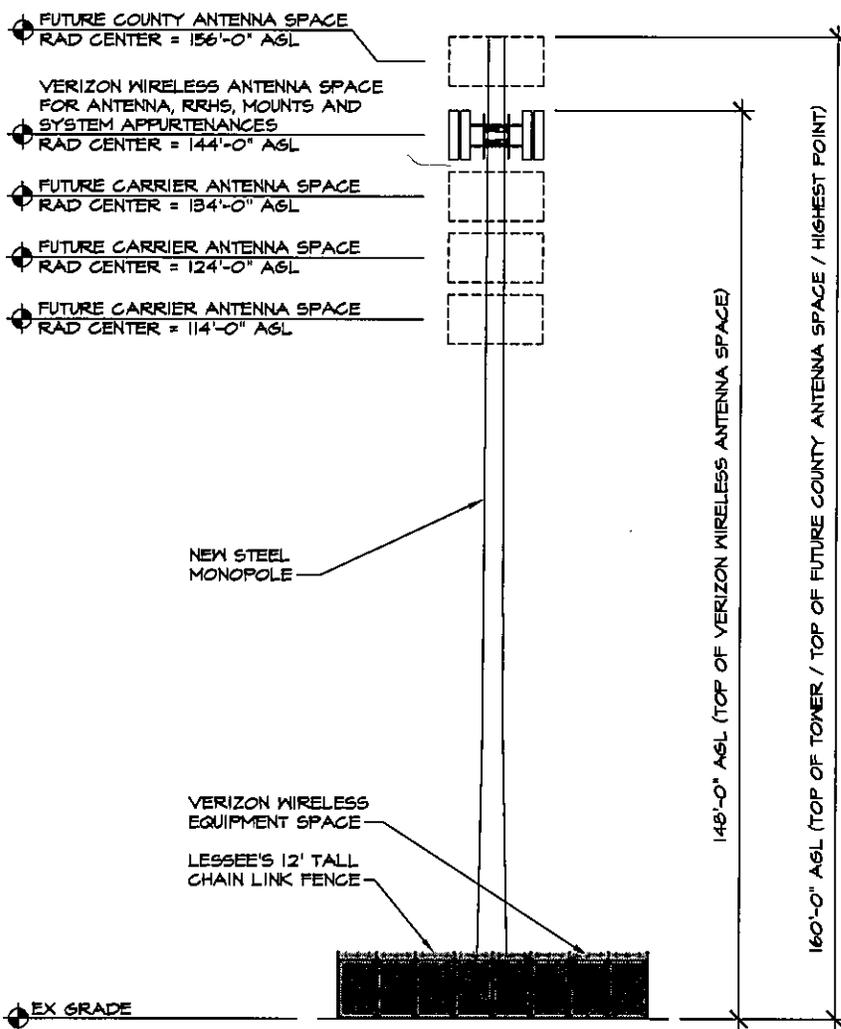
OCEAN CITY EXPRESSWAY

1000 SHORE LANE
 BERLIN, MARYLAND 21811
 WORCESTER COUNTY

SCALE: AS NOTED	DATE: 11/28/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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17c

EXHIBIT A-3



TOWER ELEVATION

SCALE: NTS



MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
 1220-C East Joppa Road, Suite 505
 Towson, Maryland 21286
 (410) 821-1690
 Fax (410) 821-1748

OCEAN CITY EXPRESSWAY

1000 SHORE LANE
 BERLIN, MARYLAND 21811
 WORCESTER COUNTY

SCALE: AS NOTED	DATE: 11/28/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

Exhibit B

County Tenant Rules and Regulations.

The County (also known as Lessor) shall comply at all times with the Rules and Regulations imposed by Lessee relating to the County's use of the Tower and ground space as follows:

The County shall be responsible for its electrical meter and consumption of electricity

The County shall be solely responsible for the costs and expenses for the installation and maintenance of their equipment on the ground and installed on the Tower.

The County shall be solely responsible for their emergency back-up power and fuel.

Prior to initial installation and or prior to any upgrades and or modifications to the equipment the County and its agents shall supply the Tower owner (currently Lessee).

1. Copies of FCC licenses and/or construction permits.
2. Certificate of Insurance naming Lessee as an additional insured.
3. All technical information pertaining to the equipment to be installed including, accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, and all power levels.
4. An installation schedule, to include names of all contractors, contractors' license numbers and valid Comtrain certification numbers, and OSHA logs.
5. Prior to accessing the Tower for installation or maintenance a Notice to Proceed will be delivered via email to the County representative.
6. Prior to any modification of the initial installation the County will provide a structural analysis consistent with the current ANSI Standards, County regulations and a RF intermodulation Study showing that the modification of the equipment will not interfere or increase the loading over there reserved 250 sq. ft.

Antennas installation standards

All equipment installation and location of antenna placement and mounting procedures require approval of the Lessee.

Antennas are to be mounted only on posts or other specified mount and only one antenna per mount unless authorized in writing by Lessee.

All mounting hardware is to be galvanized or stainless steel. Brass, bronze, copper or aluminum or not acceptable unless specifically authorized.

All antennas must meet manufacturers' specifications.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

All antenna elements that become corroded or damaged must be replaced in a timely fashion.

All antennas must be the DC grounded type.

Antenna Mounts Installation Standards

No welding, soldering or drilling is permitted on the pole, or at the cable penetration.

All additional pipes or brackets must be galvanized steel of a size approved by Lessee or Lessee's consultant.

Operation of Equipment Standards.

The County's equipment shall at all times be operated in such a manner as not to cause interference of any kind with present transmissions of radio or televisions broadcasts in the area of the Tower, or the transmission or reception of radio, television, microwave and other communications signals as conducted on the commencement date of this Agreement or in the future by the County or tenants of Lessee. County shall, at its sole cost and expense, comply with any and all federal, state or local laws, rules and regulations currently in effect or at any time promulgated relating to operation of the equipment and the Tower including, but not limited to, laws, rules or regulations pertaining to Non-ionizing Radiation and Maximum Permissible Exposure ("MPE") limits. If the operations conducted by County under this Agreement shall at any time cause any such interference or violation of law, County shall promptly, at Lessee's request and County's own expense, take all steps necessary to remedy such situation and/or eliminate such interference and terminate the use of the interfering equipment until such interference is eliminated. In the event such interference or violation is not fully corrected to Lessee's satisfaction within seventy-two (72) hours of Lessee's request, or such additional time as may be reasonably required under the circumstances, Lessee (in addition to all of Lessee's other remedies available hereunder and at law and in equity) may, at its option, terminate this Agreement immediately and the parties shall be relieved of any further liability.

Notices. All notices required or permitted hereunder shall be given by certified or registered mail or by express mail service, or hand delivery, postage prepaid, to the respective address set forth below or such other address notice of which has been given in such manner.

To County:

Chief Administrative Officer

Harold L. Higgins

One West Market Street, Room 1103

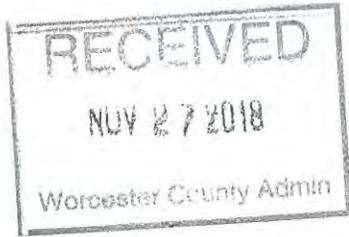
Snow Hill, Maryland 21863

Removal of inoperable equipment. Lessee may require the County to remove any or all of the materials or equipment not in use in the original or subsequent installations and County shall be required to immediately repair any damage to the space the County is utilizing on the Tower and on the ground caused by such removal, and restore the said space to the condition existing immediately prior to the earlier of the installation of any part of the equipment or the date of this Agreement.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

Non-Ionizing Radiation Rules and Regulations. County shall at all times comply with any Federal, State or Local law, rule or regulation pertaining to non-ionizing radiation, currently enacted or laws, rules or regulations that are enacted, changed or promulgated. Compliance shall be on an individual basis or as it pertains to the entire equipment installation, Licensed Premises and Tower. It is County's sole responsibility to provide documentation to any agency requiring such documentation for permission to operate any equipment and to prove compliance with any law, rule or regulation. Should any law, rule or regulation change, County must, at its sole expense, take any and all steps necessary to comply with said change as required including, but not limited to a reduction of effective radiated power, change in antenna type or change in height of antennas main lobe.



5

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director, Development Review and Permitting *EAT*
DATE: November 26, 2018
RE: Sea Oaks Village RPC – Sea Oaks Village, LLC

Attached please find the County Commissioners’ Finding of Fact and Resolution drafted by Jennifer K. Keener, Zoning Administrator, for the above referenced Step I residential planned community application which was heard by the County Commissioners on November 20, 2018. I have reviewed the documents and find that they are satisfactory and would therefore recommend that the County Commissioners adopt and execute these findings and resolution.

I would like to note to the County Commissioners that §ZS 1-315(k)(2)A.4. of the *Zoning and Subdivision Control Article* states that “[a]ny residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing by the applicant requesting such use within ninety days after approval by the County Commissioners.” The regulations further state that “[f]ailure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever.” Thus, the applicants will need to sign some form of documentation accepting the approval and the conditions imposed by the County Commissioners. I have taken the liberty of preparing an addendum to the resolution for signature by the applicant accepting the approval.

If you have any questions, or need any further clarification, please do not hesitate to contact me.

EAT: jkk
Attachment

1a

DRAFT

IN THE MATTER OF THE REQUEST	*	
FOR ESTABLISHMENT OF A	*	
RESIDENTIAL PLANNED COMMUNITY	*	SEA OAKS VILLAGE
FLOATING ZONE	*	
SEA OAKS VILLAGE, LLC	*	
BERLIN, MARYLAND	*	

 FINDINGS OF FACT

Subsequent to a public hearing held on November 20, 2018 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby make the following findings as the County Commissioners' findings of fact pursuant to the provisions of §ZS 1-315(k)(2)A.4 of the Worcester County Zoning Ordinance. These findings are made relative to the request submitted by Sea Oaks Village, LLC for the establishment of a residential planned community (RPC) floating zone for the proposed RPC project known as Sea Oaks Village. Furthermore, these findings are made relative to the Step I plan as submitted as part of the original application.

Regarding the relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines: The County Commissioners find that the subject property is currently in the "Existing Developed Areas" and "Green Infrastructure" land use categories of the Comprehensive Plan. The zoning boundary line between the residential and commercial districts is a fairly accurate representation of the boundary of these land use categories. The Existing Developed Areas (EDA) category is located at the front of the parcel where the property is commercially zoned, and the residentially zoned, forested wetlands are within the Green Infrastructure category.

The EDA category recognizes the importance of maintaining the neighborhood character, and strongly encourages mixed used developments. The Residential Planned Community regulations allow for the flexibility of mixing residential and commercial land uses to encourage imaginative and environmentally sensitive development. When a RPC includes commercially zoned lands within its boundaries as is proposed for the Sea Oaks Village development, the developer is required to utilize a portion of that gross acreage for commercial services within the project (in this instance, 2.11 acres). This will provide services to the residents of the development, as well as those within the general neighborhood. This project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses.

The residentially zoned portion of the property is within the Green Infrastructure land use category, with significant amounts of forested non-tidal wetlands. The Comprehensive Plan encourages the use of low impact development and cluster techniques

in order to reduce overall impervious surface and maintain wildlife habitat. The project is shown to retain large tracts of the sensitive forested wetland areas that are an important aspect of the Green Infrastructure land use category. There will continue to be connectivity of the open space areas to larger tracts of naturally forested areas on surrounding properties. While exempt from the Forest Conservation Law, protection of these areas by easement is strongly encouraged. Since portions of this open space are labeled as "reserved lands of the developer", any future development of this property will require review and approval of the open space requirements of the RPC regulations. Overall, this project recognizes the surrounding existing development, and as currently proposed provides for protection of the green infrastructure inherent in this property, in conformance with the Comprehensive Plan.

This property is located near the Ocean City Airport, and as such, is within one of the extended runway approaches. This project is therefore subject to review by the Maryland Aviation Administration (MAA) and Federal Aviation Administration (FAA). The Town of Ocean City reviewed the initial plans, shared them with the MAA and FAA, and determined that they had no objection to the original development as presented, which provided a higher residential density than shown on the current plans. The revised plans were sent to the Town of Ocean City staff, and they reaffirmed that there were no further comments based on the reduced scale of the project. However, they are still requiring the execution of an "Avigation" easement by the property owner, which is to be recorded in the Land Records of Worcester County.

Relative to consistency with the zoning regulations, the County Commissioners find that the project site is zoned R-3 Multi-Family Residential and C-1 Neighborhood Commercial Districts, the R-3 District being a zoning classification in which residential planned communities are permitted. The County Commissioners also find that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the County Commissioners find that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A.1.

Regarding the general location of the site and its relationship to existing land uses in the immediate vicinity: The County Commissioners find that the subject property is located on the westerly side of MD Route 611 (Stephen Decatur Highway), just north of Sinepuxent Road. They find that this area can best be characterized as a mix of residential and commercial land uses. The neighboring developments of Whispering Woods, Mystic Harbor, Deer Point, and Ocean Reef all consist of primarily single-family dwellings. While this development will consist of clusters of townhouse multi-family buildings, the development is more densely placed so as to protect the natural green infrastructure of the property. The R-3 Multi-Family Residential District encourages infill development and higher densities to encourage traditional neighborhood development while still utilizing conservation features in its design.

Relative to the commercial uses, there are many commercial developments along MD Route 611 (Stephen Decatur Highway) to serve the needs of this development. As part of the 2017 text amendment which permitted an increase in the percentage of commercially zoned lands within a RPC, at least 50% of the acreage zoned commercially

has to be utilized for such purpose within the development. Generally, those commercial uses are assumed to first serve the needs of the development in which they are located, though not exclusively. Allowing the developer the flexibility to rearrange the uses within the development will achieve the holistic goal of the RPC regulations. However as previously stated, this project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses. In summary, the County Commissioners find that the proposed use as a townhouse and mixed use commercial development is consistent with existing land uses in the vicinity.

Regarding the availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services: The County Commissioners find that the properties proposed to be developed into the Sea Oaks Village RPC are presently zoned R-3 Multi-Family Residential District and C-1 Neighborhood Commercial District. The surrounding undeveloped lands to the north are similarly zoned for residential and commercial uses. Based upon the R-3 Multi-Family Residential District zoning classification, townhouse residential development at a density of six dwelling units per one acre is permitted by zoning. Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of 1.65 dwelling units per acre was anticipated for this immediate vicinity. The townhouse dwelling units and mixed use commercial development are consistent with the surrounding residential and commercial developments located within this area. In addition, the development proposes to cluster the residential dwelling units in an effort to preserve the existing forested areas and wetlands, resulting in approximately 79.8% of the lands being shown as open space which is encouraged by the Comprehensive Plan. However, the concept plan indicates that there are also reserved lands of the developer, of an undisclosed amount that has also been included in the open space calculation. For those areas that are required to be set aside to meet the active and passive recreation requirements, they shall be dedicated, developed and perpetually protected as outlined in §ZS 1-315(d)(2)B.5(iv). Therefore, the County Commissioners conclude that the proposed Sea Oaks Village RPC will not have an adverse long-term implication on development patterns in the area.

The applicants have indicated that fee simple lots will be proposed for the townhouse development. All roads within the development shall be constructed to one of the RPC road standards and will be reviewed and approved by the County Roads Division of the Department of Public Works. Should the applicant propose approved private roads, they should include the RPC Approved Private Road Standard WO 200-06 on future plans. Approved private roads will require review and approval by the County Commissioners under the provisions of §ZS 1-123 Approved private roads.

Relative to certain public facilities, according to the applicants' written narrative, the developer is requesting that the townhouse units and commercial development be served by public water and sewer via connection to the Mystic Harbour service area. At their meeting of Tuesday, September 18, 2018, the County Commissioners reviewed a request for allocation of EDUs for the Sea Oaks Village RPC. The developer requested a total of 63 EDUs, with 59 EDUs being requested for the townhouse (residential) development, and

4 EDUs being requested for the commercial component (originally consisting of 24,000 square feet of retail/ office uses). According to the staff report prepared by Kelly Shannahan, AICP on behalf of the Worcester County Sewer Committee dated September 11, 2018 this property currently has a designation of Sewer Service Category S-3 (service within 6 to 10 years) in the Mystic Sewer Planning Area. At that meeting, the County Commissioners approved the request for the 63 EDUs, subject to six conditions of approval. Three of the conditions reflect the required amendment from a designation of S-3 to S-1 via a Water and Sewerage Plan Amendment. At their meeting of Thursday, October 4, 2018, the Planning Commission reviewed a request for recommendation of the Water and Sewerage Plan Amendment from a designation of S-3 to S-1, and forwarded a favorable recommendation to the County Commissioners. This was in turn approved by the County Commissioners at the November 20, 2018 meeting. The remaining three conditions involve the review of the revised Step I concept plan by the Technical Review Committee, Planning Commission and County Commissioners by November 20, 2018.

In consideration of their review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed RPC, provided that the property owner is able to acquire sufficient sewer EDUs from the Mystic Harbor Sanitary District to serve any proposed use(s) on the petitioned area.

Regarding the consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5): The County Commissioners find that the development has taken steps to protect the sensitive areas on the subject property, such as the large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the RPC regulations. There will be minimal impact to the existing forested area, wetlands and associated buffer. Given the significant amount of forested non-tidal wetlands being protected, the project may be exempt from the Forest Conservation Law. In addition, this project is not subject to the Atlantic Coastal Bays Critical Area regulations.

Relative to the general layout and clustering of the development, the County Commissioners find that the proposed RPC consists of clustered townhouse buildings, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity within the proposed development, and limit access to the public road system to one commercial entrance that will be designed to meet the State Highway Administration (SHA) standards.

Access to the available commercial development without accessing the public road system will be a convenience for the residential unit owners. Consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability. A note has been added to the concept plan indicating interconnecting sidewalks will be shown in more detail on the Step II plans. Overall, the County Commissioners find that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5).

Regarding the relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and

utilities necessary to serve the project: The County Commissioners find that within the narrative, the applicant states that all water, sewer and road infrastructure for both the commercial and residential portions of the development will be constructed within the first phase. Construction of the residential portion of the development will occur based on market demand, with a temporary sales office to be placed within the commercial area. The recreational open space will be prorated based on the number of units constructed within the phases. Since there are very minimal active recreational facilities (a pool and several playgrounds), the Zoning Division strongly encouraged the Planning Commission to consider how the passive and active recreation will be phased in during their Step II review, to ensure that adequate facilities are being provided as the project is developed, and are not an afterthought as the last improvements to be made. The Planning Commission agreed that this should be further addressed in the Step II process.

Regarding the capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses: The County Commissioners find that connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single commercial entrance onto MD Route 611 (Stephen Decatur Highway) for both the commercial uses as well as the residential uses, therefore limiting multiple points of access. A Traffic Impact Analysis was conducted by The Traffic Group during the first Step I review (2017) to evaluate the existing and proposed levels of service based on the previous development plans which had a higher number of residential units. The traffic study also assumed that the entire 24,000 square feet of commercial development would be retail in nature according to many of the exhibits. This has been scaled back to 10,000 square feet of retail, 2,570 square feet of office and a 12,000 square foot contractor shop building. Based on the original study, all intersections were operating or projected to operate at a Level of Service A or B during peak travel times. The traffic study also determined that a left turn lane from the northbound travel lanes of MD Route 611 (Stephen Decatur Highway) is warranted.

Relative to the adequacy of pedestrian and bicycle circulation, as stated above, consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability. A note has been added to the concept plan indicating interconnecting sidewalks will be shown in more detail on the Step II plans.

Based on the traffic analysis and notes provided, the County Commissioners conclude that the access point to MD Route 611 (Stephen Decatur Highway) will not have a significantly adverse impact on traffic patterns in the area. The County Commissioners also conclude that the State Highway Administration is ensuring that all public road improvements and entrance design requirements are being met.

Regarding the relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the

Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines: The County Commissioners find that the Comprehensive Plan notes that "[s]ewer service...is one of the county's most powerful growth management tools" (Chapter 6). As stated within the Water and Sewerage Plan Amendment transmittal, dated September 28, 2018, the requested sewer service for this project "does not require the expansion of the treatment facilities capability and can be adequately handled in the recently upgraded Mystic Harbour WWTP." The Water and Wastewater Division of the Department of Public Works has noted in their TRC comments that an evaluation of Pump Station D will have to be conducted to determine whether any upgrades to the pump station will be needed to accommodate the flow from this project.

The County Commissioners find that, based on the approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the Mystic Harbour service area, provided that the property owner is able to acquire sufficient sewer EDUs from the Mystic Harbor Sanitary District to serve any proposed use(s) on the petitioned area.

Based upon their review, the County Commissioners hereby approve the request for the establishment of the residential planned community floating zone for the Sea Oaks Village RPC.

Adopted as of this 20th day of November, 2018. Reduced to writing and signed this 4th day of December, 2018.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

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

DRAFT

RESOLUTION NO. 18 - ____

SEA OAKS VILLAGE RESIDENTIAL PLANNED COMMUNITY

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO SECTION ZS 1-315 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, ESTABLISHING A RESIDENTIAL PLANNED COMMUNITY FLOATING ZONE ON A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 26 AS PARCEL 274, LOT 3A

WHEREAS, pursuant to Section ZS 1-315 of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County, Maryland, Sea Oaks Village, LLC, owner, have filed an application for the establishment of a Residential Planned Community (RPC) Floating Zone on approximately 40 acres of land shown on Tax Map 21 as Parcels 67 and 74, located on the west side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, in the Tenth Tax District of Worcester County, said residential planned community designated as Sea Oaks Village RPC; and

WHEREAS, the said application was referred to the Worcester County Planning Commission which gave the application a favorable recommendation during its review on November 1, 2018; and

WHEREAS, subsequent to a public hearing held on November 20, 2018, following due notice and all procedures as required by Sections ZS 1-315, 1-113, and ZS 1-114 of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County, Maryland, the County Commissioners made the finding that the establishment of a Residential Planned Community Floating Zone on the subject property would be compatible with the Worcester County Comprehensive Plan and the Worcester County Zoning and Subdivision Control Article.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, that the land partitioned by Sea Oaks Village, LLC, shown on Tax Map 26 as Parcel 274, Lot 3A and consisting of approximately 40 acres of land, is hereby approved and established as a Residential Planned Community Floating Zone in accordance with the provisions of §ZS 1-315 of the Worcester County Zoning and Subdivision Control Article.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, November 20, 2018.

DRAFT

PASSED AND ADOPTED this _____ day of _____, 2018.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joseph M. Mitrecic

Joshua C. Nordstrom

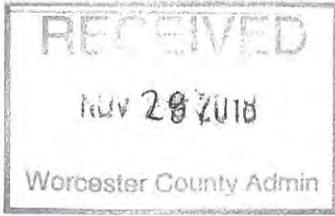
DRAFT

APPLICANT'S UNCONDITIONAL ACCEPTANCE OF APPROVAL

I, _____, managing member, on behalf of Sea Oaks Village, LLC, applicant, hereby accept the Worcester County Commissioners' approval with respect to my application for establishment of the Residential Planned Community Floating Zone for Sea Oaks Village RPC, including any and all conditions of approval set forth in Residential Planned Community Resolution No. 18-__ dated _____.

_____, managing partner, on behalf of Sea Oaks, LLC

Witness



6

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director
DATE: November 28, 2018
RE: Rezoning Case No. 420 - Ocean Tower Investment, LLC, Applicant/
Hugh Cropper, IV, Attorney

Attached please find the County Commissioners' Findings of Fact and Resolution the staff drafted relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on November 20, 2018. Once the County Commissioners adopt and execute these Findings of Fact and Resolution please forward signed copies to me so that I may notify the appropriate parties.

If you have any questions or need any further information, please do not hesitate to contact me.

phw
Attachments

1a

DRAFT

IN THE MATTER OF *
THE REZONING APPLICATION OF * REZONING CASE NO. 420
OCEAN TOWER INVESTMENT, LLC *

FINDINGS OF FACT

Subsequent to a public hearing held on November 20, 2018 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 420: This case seeks to rezone approximately 2.22 acres of land (hereinafter referred to as the petitioned area) located on the southerly side of St. Martins Neck Road, directly across from the Todd Industrial Park, from E-1 Estate District to A-2 Agricultural District. The petitioned area is shown as Lot 1 of Parcel 27 on Tax Map 10. An existing barn/shed is located on the site.

Applicant's testimony before the County Commissioners: Hugh Cropper, IV, attorney representing the applicant, began his presentation by stating that the original request was for the entire property consisting of 2.66 acres to be rezoned but he amended the application during the Planning Commission's review to remove that portion of the property which is zoned RP Resource Protection District from the request, leaving a petitioned area of 2.22 acres. He stated that the Planning Commission gave the amended rezoning request a favorable recommendation and asserted that the E-1 Estate District is an antiquated concept and therefore a disfavored zoning district and is intended to be eliminated during the next comprehensive rezoning. Mr. Cropper stated that the County Commissioners will have to decide at that time what all of the property that is presently zoned E-1 Estate District should be. He stated that in this case he is contending that there is a mistake in the existing zoning of the petitioned area because it is located directly across from the Todd Industrial Park and is therefore not conducive to the typical residential uses of the E-1 Estate District due to the impacts associated with that industrial park such as traffic, lights and noise. Mr. Cropper stated that he wished to adopt the Planning Commission's findings of fact and recommendation on the case into his presentation.

Mr. Cropper called Greg Wilkins, a land surveyor, as his witness. Mr. Wilkins stated that he had prepared the original subdivision plat for the former property owner which created the subject property and three other lots in 2011. A copy of this subdivision plat, entitled "Minor Subdivision - Lands of Edgar Grace, Jr. And Patricia Grace," was

submitted as Applicant's Exhibit No. 1. Mr. Wilkins stated that he agreed with Mr. Cropper's assertion that there is a mistake in the petitioned area's existing zoning. He noted that the Todd Industrial Park is within the Comprehensive Plan's Industrial Land Use Category and is an isolated area of industrial zoning. Mr. Wilkins concurred that the placement of the Todd Industrial Park and its entrance directly opposite the petitioned area makes that latter property inappropriate for residential use due to the light and noise emanating from the park. He contended that there is a distribution center in the Industrial Park that operates on a 24/7 basis. Mr. Cropper referred to an aerial photograph (#26) that was included in the County Commissioners' packet to illustrate how headlights shining from those distribution trucks and other vehicles leaving the Todd Industrial Park would negatively impact the petitioned area, especially if a residential dwelling were constructed. Mr. Cropper stated that there is a commercial use immediately across the street from the petitioned area with a vehicular parking lot (East Coast Towing). Mr. Wilkins noted that the Todd Industrial Park is close to build-out.

Mr. Cropper stated that there is a boat storage facility located to the east of the petitioned area while the area to the west is a mix of agricultural and quasi-commercial land uses. Again referring to the aerial photograph (#26), Mr. Cropper maintained that there were no Estate District-type lots in the vicinity. He stated that the Estate District is an antiquated zoning category and does not fit. He cited the Aramis subdivision further east of the petitioned area which was approved under the E-1 Estate District regulations several years ago. While roads have been installed within the development, not one lot has as yet been sold. With respect to the Comprehensive Plan's Land Use Map, Mr. Cropper stated that the petitioned area is within the Agricultural Land Use Category. He stated that the applicant is requesting an A-2 Agricultural District zoning classification and, while they are not before the County Commissioners seeking a particular use, the permitted principal uses and special exception uses of that district are more compatible with that land use category than the E-1 Estate District regulations. Mr. Wilkins confirmed that the petitioned area consists entirely of uplands and that the property has been approved for an on-site septic system.

Mr. Cropper stated that it was a mistake to have given the petitioned area an E-1 Estate District designation in 1992 and to have retained it in 2009, given the predominance of agricultural land uses in the area, the proximity of the Todd Industrial Park, and the petitioned area's placement in the Comprehensive Plan's Agricultural Land Use Category. He asserted that the requested A-2 Agricultural District was more flexible and far more consistent with the surrounding properties and land uses, including those within the Todd Industrial Park.

Mr. Cropper and Mr. Wilkins then went through the matters which the Planning Commission and County Commissioners must consider with regard to rezonings. They were as follows:

1. Regarding the definition of the neighborhood: Mr. Cropper asserted that because his argument for rezoning is based solely on mistake in existing zoning, a definition of the neighborhood is not required.

2. Regarding population change in the neighborhood: Mr. Cropper maintained that there has been no significant change in the area's population.
3. Regarding availability of public facilities: Mr. Cropper stated that the petitioned area, as well as the other three lots in the subdivision, are approved for on-site septic systems and wells.
4. Regarding present and future transportation patterns: Mr. Cropper stated that the petitioned area has access to St. Martins Neck Road and is located directly across from a major industrial entrance. He asserted that the proposed rezoning will have no impact on transportation patterns.
5. Regarding compatibility with existing and proposed development and environmental conditions in the area: Mr. Cropper stated that the uses allowed by the requested A-2 Agricultural District are more compatible with the existing land uses in the vicinity of the petitioned area.
6. Regarding compatibility with the Comprehensive Plan: Mr. Cropper noted that the petitioned area is within the Comprehensive Plan's Agricultural Land Use Category. He asserted that the proposed rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District would therefore be consistent with the Comprehensive Plan.
7. Regarding whether there has been a substantial change in the character of the neighborhood since the last comprehensive rezoning: Mr. Cropper stated that this is not applicable in the extant case because the argument for rezoning is based solely on a mistake in existing zoning.
8. Regarding whether the change in zoning would be more desirable in terms of the Comprehensive Plan: Mr. Cropper asserted that the change in zoning from E-1 Estate District to A-2 Agricultural District is more desirable in terms of the Comprehensive Plan because that Plan calls for the elimination of the E-1 Estate District and the petitioned area is within the Comprehensive Plan's Agricultural Land Use Category. He maintained that the requested A-2 Agricultural District zoning classification is a much better option because the uses associated with the petitioned area and its surroundings are more consistent with the A-2 Agricultural District than the R-1 Rural Residential District or E-1 Estate District.

In summary, Mr. Cropper stated that the applicant was not requesting commercial zoning and in fact was seeking a down-zoning of the property with this particular request. He noted that any quasi-commercial uses that are allowed by the A-2 Agricultural District will require a special exception from the Board of Zoning Appeals to approve the specific uses. Mr. Cropper requested that the County Commissioners' packet on this case and the Planning Commission's findings of fact and recommendation be entered into the record as Applicant's Exhibit No. 2.

Interested parties' testimony before the County Commissioners:

Timothy Grace testified that he owns Lot 2 of the Grace subdivision, located directly to the south of the petitioned area. He stated that he did not want to buy Lot 1 (the petitioned area) when given the opportunity because of its proximity to the Todd Industrial Park. He stated that he understands that the applicant could build a contractor's shop if the petitioned area is rezoned and he does not want that use as his neighbor. Mr. Grace stated that there are existing residences along St. Martins Neck Road and that there is no point in zoning the petitioned area to an agricultural classification because the lot is too small to farm.

Paul Till testified that he is the owner of property on the northwest side of St. Martins Neck Road and that he has no objection to the elimination of the E-1 Estate District. He asserted that there are no commercial uses to the west of the Todd Industrial Park. He asked that, if the zoning is changed, limitations be placed on the property to protect existing and future homeowners in the area.

Ralph Gallo testified that he is the owner of 20 acre of land to the west of the petitioned area and stated that although the uses in the Todd Industrial Park can be loud, the property owners in the area cope with it and it is still a good place to live. He asserted that putting commercial uses closer to residents is bad and could result in much more noise. Mr. Gallo stated that he has a construction company and keeps his equipment and materials where it is appropriate, not on his 20 acre property. Mr. Gallo stated that if the petitioned area is rezoned and developed as a contractor's shop, the petitioned area's property value will go up but that of other properties in the area will go down.

James Garrett testified that he is the owner of Lot 4 of the Grace subdivision. He read the purpose statement on the Grace subdivision plat, which stated that the purpose of the subdivision was to create residential lots. Mr. Garrett asserted that the impacts of a contractor's shop on the petitioned area would be negative if a special exception were to be granted. He stated that he had a copy of the building permit for the structure currently under renovation on the petitioned area and that it was for residential storage only, not a commercial use. He said that there was a reference to work being started on the structure before a permit was issued. Mr. Garrett testified that a contractor's shop would create a negative streetscape and that all adjacent property owners could then argue that there was a mistake in the their zoning classification, which would result in sprawl. He questioned why the applicant did not purchase property within the Todd Industrial Park for his business. Mr. Garrett also read a letter that was submitted on behalf of Mr. And Mrs. Spangler, the owners of Lot 3 of the Grace subdivision. The Spanglers stated that they have camped on their property and that the assertion that there is a 24 hour distribution center in the Todd Industrial Park was incorrect, although East Coast Towing does operate on a 24 hour basis. Mr. Garrett stated that this is a rural county and that the noise, light, traffic, potential material storage and hours of operation would be negative impacts and asked that buffers be provided.

In response to the comments of the interested parties, Mr. Cropper stated that, given the petitioned area's location, it is not just the headlights, etc. that negatively impact it but all that can be permitted in the industrial zoning district. He reiterated that the applicant is not seeking a commercial zoning district, only the A-2 Agricultural District. He maintained that there would be no way to possibly build a house on the petitioned area to peacefully enjoy. Mr. Cropper asserted that the Board of Zoning Appeals is the appropriate place for review of any potential special exception request and that the conditions of approval such as those requested by the interested parties could be considered at that time.

The County Commissioners' findings regarding the definition of the neighborhood:
The County Commissioners find that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.

The County Commissioners' findings regarding population change in the area: The County Commissioners concur with the Planning Commission's finding that there has been no significant change to the population of the neighborhood since the comprehensive rezoning of 2009.

The County Commissioners' findings regarding availability of public facilities:
Based upon the Planning Commission's findings of fact and recommendation, the County Commissioners find that as it pertains to wastewater disposal and the provision of potable water, Robert J. Mitchell, Director of the Department of Environmental Programs, indicated in his response memo (copy attached to the Planning Commission's findings of fact and recommendation) that the subject property has designations of Water and Sewer Service Category W-6 and S-6 (No Planned Service) in the Master Water and Sewerage Plan. He stated that the petitioned area is currently served by existing well and septic with flow capacity typical of single-family residential systems. Neither John H. Tustin, P. E., Director of Public Works, nor John Ross, Deputy Director, responded to the request for comments on the proposed rezoning. According to the Worcester County Soil Survey the primary soil types on the petitioned area have severe limitations to on-site wastewater disposal. Fire and ambulance service will be available from the Bishopville Volunteer Fire Company's main facility on Bishopville Road or the substation on St. Martins Neck Road, located a short distance to the west of the petitioned area. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. No comments were received from the Maryland State Police Barracks. Chief Deputy Sheriff Douglas A. Dods of the Sheriff's Department responded that the department did not see any impact on the Sheriff's Office operations at this time. The petitioned area is within the area served by the following schools: Showell Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education. In consideration of their review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the Planning Commission's findings of fact and recommendation, the County Commissioners find that the petitioned area fronts on and currently has access to St. Martins Neck Road, a County-owned and -maintained roadway. The Comprehensive Plan classifies St. Martins Neck Road as a two-lane County road/minor collector highway and states that this roadway links MD Route 90 at its south end to MD Route 367 (Bishopville Road) and provides a secondary link from Ocean City to US Route 113, northeastern Worcester County, and the Delaware beaches. The Comprehensive Plan further states that this roadway's current configuration should be adequate for the planning period. James W. Meredith, District Engineer, for State Highway Administration District 1, states in his response memo (copy attached to the Planning Commission's findings of fact and recommendation) that rezoning is a land use issue, which is not under the jurisdiction of the State Highway Administration, and that if development of the property is proposed in the future, the SHA may require a Traffic Impact Study to determine potential impacts to the surrounding State roadway network. He also states that future development may require an access permit to be issued from SHA, and that with the exception of the aforementioned comments, SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo (copy attached) that he had no comment at this time. Based upon their review, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony of the applicant's representative, the County Commissioners find that the petitioned area and the surrounding acreage that was subdivided into four lots in 2011 was previously a farm, with an associated single-family dwelling and agricultural outbuildings. The dwelling has been demolished and the property owner is renovating an existing outbuilding. Based upon the testimony of Edward A. Tudor, Director of Development Review and Permitting, the County Commissioners find that although renovations to this structure were begun without benefit of a permit, the property owner obtained the correct permit after the construction work was halted by the County. The County Commissioners agree with the Planning Commission that the St. Martins Neck Road corridor is primarily agricultural in nature, with scattered low density single-family residential uses. However, the Todd Industrial Park is located on the northerly side of St. Martins Neck Road, directly opposite the petitioned area. The County Commissioners find that this facility and the associated traffic, lighting and noise, seriously impacts the petitioned area and makes residential usage of it unappealing. At the request of the County Commissioners, Mr. Tudor read the uses permitted by the petitioned area's existing E-1 Estate District zoning. The County Commissioners agree with the Planning Commission's conclusion that the A-2 Agricultural District zoning classification would be more in keeping with the existing uses in the area while also allowing uses that are not as negatively impacted by the nearby industrial park as would the residential use permitted by the existing E-1 Estate District. As did the Planning Commission, the County

Commissioners find that the proposed rezoning will not have any adverse impacts on environmental concerns and that the petitioned area is not located within the Atlantic Coastal Bays Critical Area. Relative to the potential uses allowed by the A-2 Agricultural District and the possible negative impacts of those uses, the County Commissioners find that uses such as a contractor's shop in that zoning district require the approval of a special exception by the Board of Zoning Appeals and that that is the appropriate forum for discussion of those uses and any conditions. The County Commissioners conclude that they are charged with considering the requested zoning classification, not the potential use. Based upon their review, the County Commissioners find that the proposed rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: Based upon the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agricultural Land Use Category. With regard to the Agricultural Land Use Category, the Comprehensive Plan states that the importance of agriculture to the County cannot be overstated, that its significance is economic, cultural, environmental, and aesthetic, and that agriculture is simply the bedrock of the County's way of life. The Plan goes on to say that the County must do all it can do to preserve farming as a viable industry, that this category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted, that large contiguous areas of productive farms and forest shall be maintained for agricultural uses, and that residential and other conflicting land uses, although permitted, are discouraged. Based upon their review the County Commissioners find that the proposed rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. The County Commissioners find that the vicinity surrounding the petitioned area is primarily agricultural in nature, with scattered residences, with the exception of the Todd Industrial Park. This facility is located directly opposite the petitioned area and the traffic, lights and noise emanating from it and its entrance have such an impact on the petitioned area that residential usage of it is unappealing. Relative to the potential uses allowed by the A-2 Agricultural District and the possible negative impacts of those uses, the County Commissioners find that uses such as a contractor's shop in that zoning district require the

approval of a special exception by the Board of Zoning Appeals and that that is the appropriate forum for discussion of those uses and any conditions. The County Commissioners conclude that they are charged with considering the requested zoning classification and the question of whether there is a mistake in the existing zoning or a change in the character of the neighborhood, not the potential use. The County Commissioners find that the applicant and his representatives have sufficiently proven their case. Based upon their review and in consideration of their findings, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 420 and thus rezone the petitioned area, shown on Tax Map 10 as Lot 1 of Parcel 27, from E-1 Estate District to A-2 Agricultural District subject to a metes and bounds legal description of the petitioned area being provided.

Adopted as of November 20, 2018. Reduced to writing and signed December 4, 2018.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joseph M. Mitrecic

Joshua C. Nordstrom

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO SECTION ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 10 AS LOT 1 OF PARCEL 27 FROM E-1 ESTATE DISTRICT TO A-2 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Ocean Tower Investment, LLC, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 2.22 acres of land shown on Tax Map 10 as Lot 1 of Parcel 27, located on the southerly side of St. Martins Neck Road, directly across from the Todd Industrial Park, requesting a change in zoning classification thereof from E-1 Estate District to A-2 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the said petition a favorable recommendation during its review on August 2, 2018; and

WHEREAS, subsequent to a public hearing held on November 20, 2018, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners made findings of fact and found that there is a mistake in the existing zoning of the petitioned area and also made findings of fact relative to the other criteria as required by law;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Ocean Tower Investment, LLC, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 10 as Lot 1 of Parcel 27 is hereby reclassified from E-1 Estate District to A-2 Agricultural District subject to a metes and bounds legal description of the petitioned area being provided.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, November 20, 2018.

EXECUTED this _____ day of _____, 2018.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

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DEVELOPMENT REVIEW AND PERMITTING

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MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: November 28, 2018
RE: Request for Out-of-State Travel - American Planning Association (APA)
2019 National Conference

The American Planning Association National Conference early bird registration will be opening on December 12, 2018 for the annual conference to be held on April 13 - 16, 2019 in San Francisco, California. The County Commissioners graciously approved \$3,000 in my 2019 budget for Jennifer Keener, Zoning Administrator, to attend this conference. I am writing at this time to respectfully request approval for out-of-state travel for Jennifer to attend. The conference schedule and session descriptions will be published shortly. Early registration will ensure the best conference rate and the availability of key sessions. As you know, Jennifer recently passed the exam to become Worcester County's second member of the American Institute of Certified Planners. Attendance at this conference will go toward her continuing education requirements and further her professional knowledge. With permission for out-of-state travel, we will begin to research air fares to ensure the best value for the County.

As always, I will be happy to discuss the matter with you and the County Commissioners at your convenience. If you have any questions, please let me know.

cc: Jennifer Keener, Zoning Administrator



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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TECHNICAL SERVICE DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
From: Jennifer K. Keener, Zoning Administrator *JKK*
Date: November 8, 2018
Re: Request for Out-of-State Travel to the American Planning Association (APA)
National Planning Conference 2019

I have received notice that the American Planning Association will be opening their registration window for the 2019 National Planning Conference on December 12, 2018 to current APA members. It is my understanding that the County Commissioners have graciously approved the budget request to allow me to travel to San Francisco, California for this conference held on April 13 to 16, 2019.

I first attended this conference this past April 2018 in New Orleans I cannot stress how valuable these sessions have been to my understanding of the complex issues that face us in the planning world today. At that conference, I also made several contacts that have assisted me in my preparation for the American Institute of Certified Planners (AICP) exam. I can proudly say that I passed the exam on Monday, November 5, 2018. Attending this conference will help me to maintain that certification by obtaining the necessary continuing education credits as part of the APA's ongoing professional development requirements.

I want to personally thank you for all of your support that has allowed me the opportunity to grow not only within this department, but as a professional planner as well.



(/)

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2018 National Planning Conference



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Save the Date! April 13-16, 2019, San Francisco - 2019 National Planning Conference

Member-only registration opens on December 12, 2018 for the 2019 National Planning Conference, the year's premier planning event.

General registration opens January 9.



NPC18 Program

**San Francisco
April 13-16, 2019**

Explore the program from the last National Planning Conference, filled with more than 250 expert-led sessions, mobile workshops, and more.

[View NPC18 Program \(/conference/program/search/\)](/conference/program/search/)

NPC19 Registration Dates and Deadlines

	Early Bird Pricing through February 12	Regular Pricing through March 12	Last-Chance Pricing through April 21
APA Members	\$735	\$785	\$835
APA New Members	\$368	\$393	\$418
Life, Retired, Student members	\$125	\$145	\$165

	Early Bird Pricing through February 12	Regular Pricing through March 12	Last-Chance Pricing through April 21
Nonmember Planning Officials	\$735	\$840	\$890
Nonmember	\$1,050	\$1,050	\$1,050

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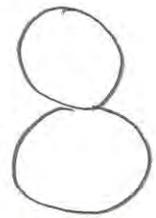


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OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

November 27, 2018

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: County Commissioner's Membership on County Boards and Commissions

The following is a list of the County Boards and Commissions that require a County Commissioner to serve as a member, together with the current/former member in parentheses, for the incoming Board of County Commissioners' consideration at a future meeting:

- Commission on Aging (Bunting) - *p. 2*
- Drug and Alcohol Abuse Council (Purnell) - *p. 3*
- Emergency Planning Committee, Local (Mitrecic) - *p. 4*
- Health Planning Advisory Council (Elder) - *p. 5*
- Salisbury-Wicomico-Ocean City Regional Airport Commission (Church)
- Social Services Advisory Board (Purnell) - *p. 6*
- Wor-Wic Community College Board of Trustees (Bertino) - *p. 7*

Furthermore, Worcester County Commissioners will hold the following positions in 2019 on the Tri-County Council Board of Directors:

- 1st Vice Chair - _____
- Secretary - _____
- 3 other voting members - _____, _____, and _____

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For your reference, 2018 members of the Tri-County Council Board were as follows:

- 2nd Vice Chair - Joe Mitrecic; Treasurer - Ted Elder
- Other Voting Members - Commissioners Church, Lockfaw and Purnell

Finally, the County Commissioners need to nominate their representatives on the Maryland Association of Counties (MACo) Legislative Committee (member and alternate). Current members are Commissioner Bertino (member) and Commissioner Bunting (alternate).

If you should have any questions or concerns regarding these matters, please feel free to contact me.

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
Rob Hart, Executive Director (410-632-1277)

Current Members:

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
Tommy Tucker	Snow Hill	09-12-15, 15-18
Tommy Mason	Pocomoke	15-18
Helen Whaley	Berlin	*16-18
Fred Grant	Snow Hill	*15-16, 16-19
Joyce Cottman	Berlin	*16, 16-19
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
→ Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	

DRUG AND ALCOHOL ABUSE COUNCIL

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14, 14-18
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14, 14-18
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19
Mimi Dean	Substance Abuse Prevention Provider	*18-19
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16, 16-20
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20
Colleen Wareing	Knowledge of Substance Abuse Treatment	*06-09-13-17, 17-21
Rev. Matthew D'Amario	Knowledge of Substance Abuse Issues	*18-21

Ex-Officio Members

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

* Appointed to a partial term for proper staggering, or to fill a vacant term

LOCAL EMERGENCY PLANNING COMMITTEE

Reference: State (SARA) - Maryland Emergency Management Response Commission

Appointed by: County Commissioners nominate; confirmed by State Emergency Management Response Commission

Functions: Advisory - Countywide HAZMAT Planning

Number/Term: 15/Indefinite

Compensation: None

Meetings: As Needed (Generally quarterly)

Special Provisions: Membership must include the following: One Mayor; one County Executive; one Fire Department official; one Police Department official; one Emergency Management official; one Environmental Agency/Health Department employee; one hospital Emergency Medical Services employee; one Industry (Chemical/Transportation employee); Technical experts; one community group representative; one public information representative

Staff Contact: James Hamilton - Chairman; Department of Emergency Services (410-632-1311)

Current Members:

James Hamilton, Chairman	Emergency Management - Worcester County
Fred Webster *	Information Coordinator - Director of Emergency Services
Senator James N. Mathias, Jr. *	State Representative - MD Senate
→ <u>Commissioner Joe Mitreic</u>	<u>County Commissioner</u>
Charlene Sharpe	Media Representative
Peter Buesgens *	Shelter - Department of Social Services
Eddie Johnson	Agriculture
Laura Allen	Local Official - Berlin Town Manager
David Collins	Emergency Medical Services
Tim Jerscheid	Fire Department - Stockton
Jeff McMahon	Fire Marshal - Worcester County
Ed Potetz	Health Department - Environmental Programs
Doug Dods *	Law Enforcement - Worcester County Sheriff
Ed Tudor	Development Review & Permitting
Ed Berger	Local Hospital - Atlantic General
Steve Price	Transportation - Board of Education
John H. Tustin	Technical Expert - County Engineer
David Redinger	Facility - Tyson Foods
John Brenner	Local Organization - Red Cross

* = To Be updated

Prior Members:

Thomas Shockley	Donald Tatterson	Charles T. Martin
Lt. Paul Jackson	Wade Taylor	Ira "Buck" Shockley
Lt. Edwin Lashley	Dr. Daniel Carlin	Teresa Owens
E. Pete Maugan	Bill Littleton	Brian Winter
George M. Hurley	Bill Blank	Commissioner Virgil Shockley
Ray Walker, MSP	Richard (Doc) Passwater	James (Choppy) Layton
Edward S. Cropper	Willis Hudson, Jr.	Russell Blake
J. F. Parker	Tony McNabb	Eddie Carman
Larry Fykes	William Gabeler	

* = Appointed to fill an unexpired term

WORCESTER COUNTY HEALTH PLANNING ADVISORY COUNCIL

Reference: County Commissioners Resolution of 8/3/99

Appointed by: County Commissioners - upon recommendation of Health Officer

Function: Advisory
Carry out duties prescribed by the Worcester Health Improvement Plan. Advise the County Commissioners on the health needs of the County and recommend programs, policies and activities to address needs. Review proposals for new health facilities or programs.

Number/Term: Varies - Initially 17/2-year terms
Terms expire December 31st

Compensation: None, Strictly Voluntary

Meetings: Quarterly and as necessary

Special Provisions: Membership to include both providers of health services and consumers of health services.

Staff Contact: Worcester County Health Department (Debbie Goeller - 410-632-1100)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Audrey Wahl	Consumer - Ocean Pines	*03-12-14, 14-16
Mary Stevens	Consumer - Ocean Pines	06-12-14, 14-16
Marie Buley	Consumer - Ocean Pines	08-12-14, 14-16
Ron Fisher	Consumer - Ocean Pines	10-12-14, 14-16
Jeffrey B. Morse	Consumer - Ocean Pines	10-12-14, 14-16
Shannon Dooley	Consumer - Snow Hill	14-16
Joyce Brittan	Consumer - Ocean City	14-16
Marge Matturro	Consumer - Ocean Pines	14-16
Douglas Wilson	Consumer - Community Foundation	99-01-02-12-14, 14-16
Kim Justice	Provider - Atlantic General Hospital	*03-12-14, 14-16
Karen L. Poisker	Provider - Peninsula Regional Medical Center	14-16
Tess Iten	Provider - Deer's Head Hospital Center	12-14-16
Jennifer Standish	Worcester County Recreation & Parks	12-14-16
Kate Gaddis	Ocean City Recreation & Parks	12-14-16
Teresa Tyndell	Wor-Wic Community College	12-14-16
→ Ted Elder	County Commissioners' Representative	14-18

Prior Members: Since 1972

Dr. Minor J. Kavanaugh ¹	Donna Gentzel (99-01)	Lawrence Devlin (06-08)
Dr. Dorothy Holzworth ¹	Will Turner (99-01)	Jo-Anna Schanno, R.N. (99-08)
Linda Robbins ¹	Becky Flater (99-01)	Gloria Bassich (99-10)
Dr. Charles G. Haynes, Sr. ¹	Nancy Lynch (99-01)	Rob Hart (06-10)
Tawney Kraus ¹ (89-95)	Pat Groves (99-01)	Shirlene Church (06-10)
Robert Corddry ¹ (88-97)	Sharon Waters (99-04)	Judy Boggs (03-14)
William Horner ¹ (91-97)	Curt Lippoldt (99-04)	Fred Grant (12-14)
Olin Shockley ¹ (97-98)	Dorothy Holzworth (99-04)	Christopher C. Hall (12-14)
Ruth Westfall ¹ (89-97)	Dawn Pappas (99-04)	Cyndy Howell (12-13)
Melanie Buchanan ¹ (90-98)	Barbara Derrickson ¹ (93-06)	
Dr. William E. Bunting, Jr. ¹ (97-99)	Rick Lambertson (99-06)	
Ernestine Bailey (95-00)	Ronnie Stauffer (03-06)	

* = Appointed to fill an unexpired term
¹ = Served on former Health Planning Board prior to 8/3/99

SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
 Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
 Act as liaison between Social Services Dept. and County Commissioners.
 Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
 Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
 Maximum 2 consecutive terms, minimum 1-year between reappointment
 Members must attend at least 50% of meetings
 One member (ex officio) must be a County Commissioner
 Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tracey Cottman	D-1, Lockfaw	Pocomoke City	*15-17
→ Diana Purnell	ex officio - Commissioner		14-18
Voncelia Brown	D-3, Church	Berlin	16-19
Maria Campione-Lawrence	D-7, Mitrecic	Ocean City	16-19
Mary White	At-Large	Berlin	*17-19
Nancy Howard	D-2, Purnell	Ocean City	(09-16), 17-20
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21

* = Appointed to fill an unexpired term

WOR-WIC COMMUNITY COLLEGE BOARD OF TRUSTEES

Reference: PGL Education 16-201, Annotated Code of Maryland

Appointed by: Governor (with advice and consent of Senate)

Function: Supervisory

Number/Term: 7/6 years

Compensation: None

Meetings: 1 per month

Special Provisions:

Current Members:

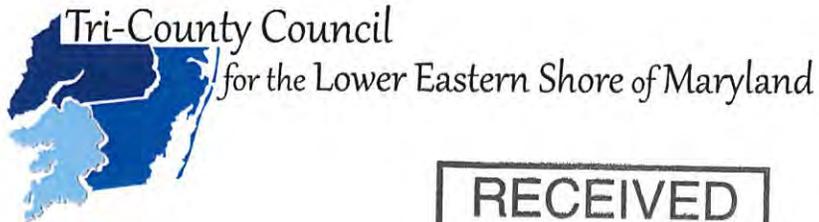
<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin T. Neat, Vice-Chair	Salisbury	10-16
* Russell W. Blake, Chair	Pocomoke City	93-99, 99-05, 05-11, 11-17
D. Gary Boggs	Salisbury	87-93, 93-99, 99-05, 05-11, 11-17
Andrew W. Booth	Salisbury	06-12, 12-18
William H. Kerbin	Pocomoke City	*81-83, 83-89, 89-95, 95-01, 01-07, 07-13, 13-19
Morgan Hazel	Salisbury	02-08, 08-14, 14-20
Lorraine Purnell-Ayres	Snow Hill	15-21
→ Chip Bertino	Worcester County Commission Rep.	14-18

To be updated

Prior Members: Since 1972

- | | |
|----------------------------|------------------------|
| William J. Talton | Velda E. Henry (95-15) |
| Charles Lynch | |
| J. Morris Jones | |
| Rufus Johnson | |
| Thomas Wilburn | |
| Sterril Gregory | |
| Ralph Jenkins | |
| H. Eugene O'Brien | |
| Gertrude Shockley | |
| Thelma Connor (75-99) | |
| Marvin McGoogan (75-95) | |
| David Stein (75-00) | |
| Robert W. Cook (92-96) | |
| Com. Jeanne Lynch (99-02) | |
| Henry S. Parker (00-06) | |
| Robert M. Lawrence (75-10) | |
| Com. Louise Gulyas (99-14) | |

* = Appointed to fill an unexpired term



31901 TRI-COUNTY WAY
SUITE 203
SALISBURY, MARYLAND 21804
PHONE: 410-341-8989
FAX: 410-341-8988
WWW.LOWERSHORE.ORG

RECEIVED
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Worcester County Admin

Current Officers:
Com. Mitrelec - 2nd Vice Chair
Com. Elder - Treasurer

November 7, 2018

Harold Higgins
Worcester County
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear Mr. Higgins,

The Tri-County Council for the Lower Eastern Shore is in the process of preparing the slate of nominees to the Executive Board for our upcoming meeting. In 2019 Worcester County will hold the positions of 1st Vice Chair and Secretary. In addition, Worcester County will have five voting members serving on the Tri-County Council.

I would appreciate it if the Worcester County Commissioners would determine their voting members and nominees for the Executive Board positions at an upcoming meeting. Please contact me with their nominations by Friday, December 21.

Thank you for your prompt attention and assistance with this matter.

Sincerely,

Michael P. Pennington
Executive Director



Serving Somerset, Wicomico and Worcester Counties





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

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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

November 27, 2018

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *xl.*
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (25) which have current or upcoming vacancies (66 total). They are as follows: Adult Public Guardianship Board (3); Commission on Aging Board (4), Agricultural Preservation Advisory Board (2), Agricultural Reconciliation Board (3), Building Code Appeals Board (2), Drug & Alcohol Abuse Council (3), Economic Development Advisory Board (1), Board of Electrical Examiners (2), Ethics Board (2), Housing Review Board (2), Local Management Board/Initiative to Preserve Families Board (2), Board of Library Trustees (1), Local Development Council for the Ocean Downs Casino (2), Lower Shore Workforce Development Board (1), Planning Commission (1), Property Tax Assessment Appeal Board (2, with 3 nominees to Governor for each seat = 6 total nominees), Recreation Advisory Board (2), Social Services Board (2), Solid Waste Advisory Committee (3), Tourism Advisory Committee (2), Water and Sewer Advisory Councils - Mystic Harbour (2) and Ocean Pines (1), Commission for Women (6), Youth Council (13), and Board of Zoning Appeals (2). I have circled the members whose terms have expired or will expire on each of these boards.

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during December so I can notify the board members and staff contacts preferably prior to the end of the calendar year.

At your direction, I will also be happy to submit letters to the county agencies requesting nominees for their representatives on the various Boards from which nominations are required. In addition, if you wish, we can submit a press release notifying the public of these upcoming vacancies and encouraging them to contact our office if they are interested in volunteering to serve on any of these County boards or commissions.

Pending Board Appointments - By Commissioner

- District 1 - Nordstrom** p. 15 - Ethics Board (Mickey Ashby) - 4-year
p. 17 - Local Management Board (Mark Frostrom) - 3-year
p. 19 - Local Development Council for Ocean Downs Casino (Ron Taylor)- 4-year
p. 24 - Social Services Advisory Board (Tracey Cottman) - 3-year (thru 2020)
p. 26 - Solid Waste Advisory Committee (George Linvill) - 4-year
p. 31 - Commission for Women (Alice Jean Ennis - At-Large) - 3-year

- District 2 - Purnell** p. 15 - Ethics Board (Faith Mumford) - 4-year
p. 16 - Housing Review Board (Sharon Teagle) - 3-year
p. 17 - Local Management Board (Eloise Henry Gordy) - 3-year
p. 23 - Recreation Advisory Board (Alvin Handy) - 4-year
p. 27 - Tourism Advisory Committee (Gregory Purnell) - 4-year
p. 31 - Commission for Women (Teola Brittingham) - 3-year

- District 3 - Church** P. 10 - Building Code Appeals Board (Jim Wilson) - 4-year
p. 14 - Board of Electrical Examiners (Duane Duncan) - 3-year
p. 29 - Water and Sewer Advisory Council - Mystic Harbour (Richard Jendrek - Bay Vista I and Carol Ann Beres - Ocean Reef) - 4-year
p. 31 - Commission for Women (Michelle Bankert) - 3-year

- District 4 - Elder** p. 8 - Agricultural Preservation Advisory Board (Ed Phillips and Alan Hudson) - 4-year
P. 10 - Building Code Appeals Board (Mark Bargar) - 4-year
p. 26 - Solid Waste Advisory Committee (George Dix) - 4-year
p. 27 - Tourism Advisory Committee (Molly Hilligoss - resigned) - 4-year to 2019
p. 35 - Board of Zoning Appeals (Thomas Babcock) - 3-year

- District 5 - Bertino** p. 21 - Planning Commission (Marlene Ott) - 5-year
p. 26 - Solid Waste Advisory Committee (James Rosenberg) - 4-year
p. 30 - Water & Sewer Advisory Council - Ocean Pines (James Spicknall) - 4-year

- District 6 - Bunting** p. 14 - Board of Electrical Examiners (Steve Kolarik) - 3-year
p. 30 - Water & Sewer Advisory Council - Ocean Pines (James Spicknall) - 4-year
p. 31 - Commission for Women (Bess Cropper) - 3-year
p. 35 - Board of Zoning Appeals (Robert M. Purcell) - 3-year

- District 7 - Mitrecic** P. 13 - Economic Development Advisory Board (Greg Shockley) - 4-year
p. 16 - Housing Review Board (Jake Mitrecic) - 3-year
p. 23 - Recreation Advisory Board (John Gehrig) - 4-year
p. 31 - Commission for Women (Nancy Fortney) - 3-year

All Commissioners

- p. 4 - (3) Adult Public Guardianship Board (Roberta Baldwin, Melissa Banks, Dr. Dia Arpon) - 3-year
p. 8 - (2) Agricultural Preservation Advisory Board (Ed Phillips and Alan Hudson) - 4-year
p. 9 - (2) Agricultural Reconciliation Board (Betty McDermott, Tom Babcock - At-Large) - 4-year
p. 10 - (3) Drug and Alcohol Abuse Council (Eric Gray - Substance Abuse Treatment Provider; Sue Abell-Rodden; Colonel Doug Dods - Knowledge on Substance Abuse Issues) - 4-year
p. 17 - (2) Local Management Board (Eloise Henry Gordy and Mark Frostrom) - 3-year
p. 19 - (1) Local Development Council for Ocean Downs Casino (Cam Bunting - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year

All Commissioners - (continued)

- p. 20 - (1) Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year
- p. 22 - Property Tax Assessment Appeal Board (Robert D. Rose - Pocomoke area; Gary M. Flater - Snow Hill Area - alternate) - must submit 3 nominees for each seat to Governor for his consideration in making these appointments - 5-year (FYI - Governor is still considering Steve Rakow's nomination)
- p. 29 - (2) Water and Sewer Advisory Council - Mystic Harbour (Richard Jendrek - Bay Vista I and Carol Ann Beres - Ocean Reef) - 4-year
- p. 30 - (1) Water and Sewer Advisory Council - Ocean Pines (James Spicknall) - 4-year
- p. 31 - (2) Commission for Women (Alice Jean Ennis - At-Large-Pocomoke, and Lauren Mathias Williams - At-Large-Berlin - nominated by Commissioner Mitrecic in 2016) - 3-year

All Commissioners (Awaiting Nominations)

- p. 6 - (3) Commission on Aging Board (Tommy Tucker - Snow Hill, Tommy Mason - Pocomoke, Helen Whaley - Berlin) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year to Sept 30
- p. 9 - (1) Agricultural Reconciliation Board (Dean Ennis - Farm Bureau) - 4-year
- p. 18 - (1) Board of Library Trustees (Leslie Mulligam - Snow Hill) - upon nominations from Library Board - 5-year
- p. 33 - (13) Youth Council - (nominations to be submitted by Youth Council upon youth applications)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15, 15-18
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15, 15-18
Dr. Dia Arpon	Psychiatrist	*10-12-15, 15-18
Dr. William Greer	Physician	07-10-13-16, 16-19
Richard Collins	Lawyer	95-98-01-04-07-10-13-16, 16-19
Nancy Howard	Lay Person	*17-19
Connie Wessels	Lay Person	*15-16, 16-19
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20
LuAnn Siler	Commission on Aging Rep.	17-20
Jack Ferry	Professional in field of disabilities	*14-14-17, 17-20
Thomas Donoway	Person with physical disability	017-20

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul Flory
Barbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Randolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)

Since 1972

Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova (07-08)
Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)
Pattie Tingle (15-16)
The Rev. Guy H. Butler (99-17)
Debbie Ritter (07-17)
Dean Perdue (08-17)

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
Rob Hart, Executive Director (410-632-1277)

Current Members:

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
Tommy Tucker	Snow Hill	09-12-15, 15-18
Tommy Mason	Pocomoke	15-18
Helen Whaley	Berlin	*16-18
Fred Grant	Snow Hill	*15-16, 16-19
Joyce Cottman	Berlin	*16, 16-19
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
<u>Madison J. Bunting, Jr.</u>	<u>Worcester County Commissioners' Representative</u>	

* = Appointed to fill an unexpired term

Prior Members:

Since 1972

Virginia Harmon
 Maude Love
 Dr. Donald Harting
 John C. Quillen
 Violet Chesser
 William Briddell
 Harrison Matthews
 John McDowell
 Mildred Brittingham
 Maurice Peacock
 Father S. Connell
 Rev. Dr. T. McKelvey
 Samuel Henry
 Rev. Richard Hughs
 Dorothy Hall
 Charlotte Pilchard
 Edgar Davis
 Margaret Quillen
 Lenore Robbins
 Mary L. Krabill
 Leon Robbins
 Claire Waters
 Thelma Linz
 Oliver Williams
 Michael Delano
 Father Gardiner
 Iva Baker
 Minnie Blank
 Thomas Groton III
 Jere Hilbourne
 Sandy Facinoli
 Leon McClafin
 Mabel Scott
 Wilford Showell
 Rev. T. Wall
 Jeaninne Aydelotte
 Richard Kasabian
 Dr. Fred Bruner
 Edward Phillips
 Dorothy Elliott
 John Sauer
 Margaret Kerbin
 Carolyn Dorman
 Marion Marshall
 Dr. Francis Ruffo
 Dr. Douglas Moore
 Hibernia Carey
 Charlotte Gladding
 Josephine Anderson
 Rev. R. Howe
 Rev. John Zellman
 Jesse Fassett
 Delores Waters
 Dr. Terrance A. Greenwood
 Baine Yates
 Wallace T. Garrett
 William Kuhn (86-93)
 Mary Ellen Elwell (90-93)
 Faye Thornes

Mary Leister (89-95)
 William Talton (89-95)
 Sunder Henry (89-95)
 Josephine Anderson
 Saunders Marshall (90-96)
 Louise Jackson (93-96)
 Carolyn Dorman (93-98)
 Constance Sturgis (95-98)
 Connie Morris (95-99)
 Jerry Wells (93-99)
 Robert Robertson (93-99)
 Margaret Davis (93-99)
 Dr. Robert Jackson (93-99)
 Patricia Dennis (95-00)
 Rev. C. Richard Edmund (96-00)
 Viola Rodgers (99-00)
 Baine Yates (97-00)
 James Shreeve (99-00)
 Tad Pruitt (95-01)
 Rev. Walter Reuschling (01-02)
 Armond Merrill, Sr. (96-03)
 Gene Theroux
 Blake Fohl (98-05)
 Constance Harmon (98-05)
 Catherine Whaley (98-05)
 Wayne Moulder (01-05)
 Barbara Henderson (99-05)
 Gus Payne (99-05)
 James Moeller (01-05)
 Rev Stephen Laffey (03-05)
 Anne Taylor (01-07)
 Jane Carmean (01-07)
 Alex Bell (05-07)
 Inez Somers (03-08)
 Joanne Williams (05-08)
 Ann Horth (05-08)
 Helen Richards (05-08)
 Peter Karras (00-09)
 Vivian Pruitt (06-09)
 Doris Hart (08-11)
 Helen Heneghan (08-10)
 Jack Uram (07-10)
 Robert Hawkins (05-11)
 Dr. Jon Andes
 Lloyd Pullen (11-13)
 John T. Payne (08-15)
 Sylvia Sturgis (07-15)
 Gloria Blake (05-15)
 Dr. Jerry Wilson (Bd. of Ed.)
 Peter Buesgens (Social Services)
 Deborah Goeller (Health Dept.)
 George "Tad" Pruitt (05-17)
 Bonnie C. Caudell (09-17)
 Larry Walton (13-18)

* = Appointed to fill an unexpired term

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years***
Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14, 14-18
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18
Bill Bruning (O-O)	Elder	D-2, Snow Hill	11-15, 15-19
Curt Lambertson	Elder	D-4, Snow Hill	15-19
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16, 16-20
Glen Holland (O-O)	Lockfaw	D-1, Pocomoke	13-17, 17-21
Kathy Drew	Bunting	D-6, Bishopville	** 06-09-13-17, 17-21

Prior Members:

Norman Ellis	Ed Anderson (98-03)
Richard Bradford	Robert Gray (00-05)
Charles Fulton	Orlando Bishop (01-06)
Elmer Hastings	Roger Richardson (96-07)
David Stevens	Anne Hastings (06-11)
Curtis Shockley	Earl Ludey (07-13)
Gerald Redden	George Lee Clayville (00-14)
William Sirman, Jr.	Sandra Frazier (03-14)
Harold Purnell	Donnie Powell (06-15)
Chauncy Henry (96-97)	
Lieselotte Pennewell (93-98)	
Carlton Magee (90-00)	
Harry Mitchell (90-00)	
Frank Baker (98-01)	

* = Appointed to fill an unexpired term

** = Appointed to partial term to create proper staggering of terms

***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

AGRICULTURAL RECONCILIATION BOARD

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries

Staff Contact: Dept. of Development Review & Permitting
 - Edward A. Tudor, Director (410-632-1200, ext. 100)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Betty McDermott	At-Large	No	Ocean Pines	*09-09-13, 13-17
Tom Babcock	At-Large	No	Whaleyville	14-18
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14, 14-18
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16, 16-20
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16, 16-20

Prior Members: Since 2000

Michael Beauchamp (00-06)
 Phyllis Davis (00-09)
 Richard G. Holland, Sr. (00-12)
 Rosalie Smith (00-14)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Edward A. Tudor, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jim Wilson	D-3 - Church	Berlin	02-06-10-14, 14-18
Mark Bargar	D-4 - Elder	Berlin	14-18
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15, 15-19
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19
Kevin Holland	D-1 - Lockfaw	Pocomoke	96-04-08-12-16, 16-20
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16, 16-20
Mike Poole	D-6 - Bunting	Bishopville	17-21

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

DRUG AND ALCOHOL ABUSE COUNCIL

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14, 14-18
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14, 14-18
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19
Mimi Dean	Substance Abuse Prevention Provider	*18-19
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16, 16-20
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20
Colleen Wareing	Knowledge of Substance Abuse Treatment	*06-09-13-17, 17-21
Rev. Matthew D'Amario	Knowledge of Substance Abuse Issues	*18-21

Ex-Officio Members

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

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Marty Pusey (04-15)
Michael McDermott	Debbie Goeller
Marion Butler, Jr.	Peter Buesgens
Judge Richard Bloxom	Aaron Dale
Paula Erdie	Garry Mumford
Tom Cetola	Sharon Smith
Gary James (04-08)	Jennifer Standish
Vickie Wrenn	Karen Johnson (14-17)
Deborah Winder	Rev. Bill Sterling (13-17)
Garry Mumford	Kat Gunby (16-18)
Judge Theodore Eschenburg	William McDermott
Andrea Hamilton	Sheriff Reggie Mason
Fannie Birkhead	
Sharon DeMar Reilly	
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty - SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	

* Appointed to a partial term for proper staggering, or to fill a vacant term

ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Merry Mears (410-632-3112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Greg Shockley	D-7, Mitreic	Ocean City	14-18
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19
William Sparrow	D-1, Lockfaw	Pocomoke	16-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21

Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	
William Smith	Keith Mason (98-00)	
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

* = Appointed to fill an unexpired term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$50 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney - Isle of Wight (Ph. 410-352-3057)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Duane Duncan (ME-5)	D-3, Church	Berlin	*05-12-15, 15-18
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-15, 15-18
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16, 16-19
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16, 16-19
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16, 16-19
Kenneth Lambertson (ME-5)	D-1, Lockfaw	Pocomoke	96-11-14-17, 17-20
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17, 17-20

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Howard Pusey	Bob Arnold (97-10)
William Molnar	Elwood Bunting	Jamie Englishmen (06-12)
Thomas Ashby	W. Prentiss Howard	
Billy Burton Cropper	Frank Bradshaw (90-96)	
Alonza Anderson	H. Coston Gladding (90-96)	
Gus Foltz	Willard W. Ward (92-97)	
Robert Conner	Walter Ward (92-98)	
Gus Payne	Dale Venable (94-00)	
Robert Farley	Gary Frick (96-03)	
Mike Costanza	Thomas Duncan (02-05)	
Herbert Brittingham	Mike Henderson (00-06)	
Otho Mariner	Brent Pokrywka (02-07)	
Mark Odachowski	Joel Watsky (03-08)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Maureen Howarth, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mickey Ashby	D-1, Lockfaw	Pocomoke	14-18
Faith Mumford	D-2, Purnell	Snow Hill	14-18
Frank Knight	D-7, Mitrecic	Ocean City	*14-15, 15-19
Joseph Stigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Wallace D. Stein (02-08) |
| Charles Nelson | William Kuhn (90-09) |
| Garbriel Purnell | Walter Kissel (05-09) |
| Barbara Derrickson | Marion Chambers (07-11) |
| Henry P. Walters | Jay Knerr (11-14) |
| William Long | Robert I. Givens, Jr. (98-14) |
| L. Richard Phillips (93-98) | Diana Purnell (09-14) |
| Marigold Henry (94-98) | Kevin Douglas (08-16) |
| Louis Granados (94-99) | Lee W. Baker (08-16) |
| Kathy Philips (90-00) | Richard Passwater (09-17) |
| Mary Yenny (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
 To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.
 Review Housing Assistance Programs.

Number/Term 7/3 year terms
 Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

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

Staff Support: Development Review & Permitting Department
 Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15, 15-18
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18
C. D. Hall	D-1, Lockfaw	Pocomoke	10-13-16, 16-19
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16, 16-19
John Glorioso	D-3, Church	Ocean Pines	*06-11-14-17, 17-20
Scott Tingle	D-4, Elder	Snow Hill	14-17, 17-20
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20

Prior Members:

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

* = Appointed to fill an unexpired term

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$50 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648
 Jennifer LaMade - Local Management Board - (410) 632-3648

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Eloise Henry Gordy	At-Large - J. Purnell	Snow Hill	*07-08-11-14, 14-17
Mark Frostrom	At-Large - Lockfaw	Pocomoke City	*99-12, 12-15, 15-18
Ira "Buck" Shockley	At-Large - D. Purnell	Snow Hill	03-09-12, 13-16, 16-19
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Sheila Warner	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite

Prior Members (since 1994):

Tim King (97)	Rev. Pearl Johnson (05-07)	Jerry Redden
Sandra Oliver (94-97)	Peter Fox (05-07)	Jennifer Standish
Velmar Collins (94-97)	Lou Etta McClaffin (04-07)	Anne C. Turner
Catherine Barbierri (95-97)	Bruce Spangler (04-07)	Marty Pusey
Ruth Geddie (95-98)	Sharon DeMar Reilly	Virgil L. Shockley
Rev. Arthur George (94-99)	Kathy Simon	Dr. Jon Andes (96-12)
Kathey Danna (94-99)	Vickie Stoner Wrenn	Dr. Ethel M. Hines (07-13)
Sharon Teagle (97-99)	Robin Travers	Deborah Goeller
Jeanne Lynch (98-00)	Jordan Taylor (09)	Andrea Watkins (13-17)
Jamie Albright (99-01)	Aaron Marshall (09)	
Patricia Selig (97-01)	Allen Bunting (09)	
Rev. Lehman Tomlin (99-02)	LaTrele Crawford (09)	
Sharon Doss	Sheriff Charles T. Martin	
Rick Lambertson	Joel Todd, State's Attorney	
Cyndy B. Howell	Ed Montgomery (05-10)	
Sandra Lanier (94-04)	Edward S. Lee (07-10)	
Dr. James Roberts (98-04)	Toni Keiser (07-10)	
Dawn Townsend (01-04)	Judy Baumgartner (07-10)	
Pat Boykin (01-05)	Claudia Nagle (09-10)	
Jeannette Tresler (02-05)	Megan O'Donnell (10)	
Lou Taylor (02-05)	Kiana Smith (10)	
Paula Erdie	Christopher Bunting (10)	
	Simi Chawla (10)	

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: **Supervisory**
 Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
 Terms expire December 31st

Compensation: None

Meetings: 1 per month except June, July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Leslie Mulligan	Snow Hill	*17-18
Ron Cascio	Berlin	09-14, 14-19
Vivian Pruitt	Girdletree	09-14, 14-19
Holly Anderson	Newark	*10-11-16, 16-21
Nancy Howard	Ocean City	16-21
Donald James Bailey	Pocomoke	16-21
Rosemary S. Keech	Ocean Pines	12-17, 17-22

Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Leola Smack (99-02)
Lieselette Pennewell	Janet Owens	Jean Tarr (94-04)
Edith Dryden	Ruth Westfall	Lois Sirman (01-06)
Clifford D. Cooper, Jr.	Helen Farlow	Amanda DeShields (00-07)
Klein Leister	Judy Quillin	David Nedrow (04-09)
Evelyn Mumford	Gay Showell	Belle Redden (99-09)
Ann Eschenburg	Susan Mariner	Beverly Dryden Wilkerson (06-10)
Barbara Ward	Jacqueline Mathias	John Staley (97-11)
Donald F. McCabe	Ann S. Coates (88-97)	James Gatling (01-11)
Fannie Russell	Jim Dembeck (91-97)	Shirley Dale (02-12)
Stedman Rounds	Bill Waters (88-98)	Edith Barnes (07-13)
Donald Turner	Geraldine Thweatt (97-98)	Richard Polhemus (11-16)
Sarah Dryden	Martha Hoover (87-99)	Richard Warner Davis (11-16)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Frederick Grant (13-17)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4 year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Maureen Howarth, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Vacant (Ron Taylor °)	Dist. 1 - Lockfaw	Resident - Pocomoke	*09-10, 10-14
Cam Bunting °	At-Large	Business - Berlin	*09-10-14, 14-18
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15, 15-19
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Mayor Charlie Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Jim Rosenberg °	Dist. 5 - Bertino	Resident - Ocean Pines	09-13-17, 17-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)
Mike Pruitt ° (09-12)	
Norman H. Conway ° (09-14)	
Michael McDermott (10-14)	
Diana Purnell ° (09-14)	
Linda Dearing (11-15)	

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

LOWER SHORE WORKFORCE DEVELOPMENT BOARD
(Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Becca Webster, Workforce Director (410-341-3835, ext 6)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
(Vacant)	(Berlin area)	17-21	Business Rep.
Jason Cunha	Pocomoke	*16-19	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	
Kaye Holloway (95-04)	
Joanne Lusby (00-05)	
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
 Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
 Edward A. Tudor, Director (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Marlene Ott	D-5, Boggs	Ocean Pines	08-13, 13-18
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14, 14-19
Jay Knerr	D-7, Mitrecic	Berlin	14-19
Jerry Barbierr	D-1, Lockfaw	Pocomoke	*12-15, 15-20
Mike Diffendal	D-3, Church	Berlin	10-15, 15-20
Richard L. Wells	D-6, Bunting	Bishopville	11-16, 16-21
Brooks Clayville	D-4, Elder	Snow Hill	02-07-12-17, 17-22

Prior Members:

Since 1972

David L. Johnson	R. Blaine Smith	James Jarman (99-03)
N. Paul Joyner	Edward A. Tudor	Harry Cullen (00-03)
Daniel Trimper, IV	Terry Bayshore	Ed Ellis (96-04)
Hugh F. Wilde	Larry Widgeon	Troy Purnell (95-05)
Warren Frame	Charles D. "CD" Hall	Larry Devlin (04-06)
Roland E. Powell	Ernest "Sandy" Coyman	Tony Devereaux (03-07)
Harry Cherrix	Rev. Donald Hamilton	Wilbert "Tom" Pitts (99-07)
W. David Stevens	Dale Stevens	Doug Slingerland (07-08)
Granville Trimper	Marion L. Butler, Sr.	Carolyn Cummins (90-94, 99-09)
J. Brad Aaron	Ron Cascio (96-97)	Madison "Jimmy" Bunting (05-10)
Lester Atkinson	Louie Paglierani (90-99)	Jeanne Lynch (06-11)
Paul L. Cutler	Robert Hawkins (96-99)	H. Coston Gladding (96-12)
Edward R. Bounds	Ilia Fehrer (94-99)	Wayne A. Hartman (09-14)
Edward Phillips	Rob Clarke (99-00)	
Vernon McCabe	W. Kenny Baker (97-02)	

* = Appointed to fill an unexpired term

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation (410-632-1196)

Current Members:

Robert D. Rose	Pocomoke City	*06-07, 07-12, 12-17
Gary M. Flater (Alternate)	Snow Hill	13-18
Larry R. Fry	Ocean Pines	*10-13-14 (alt.), 14-19
Arlene C. Page	Bishopville	18-23

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Mary Yenny (98-03)
E. Carmel Wilson	Walter F. Powers (01-04)
Daniel Trimper, III	Grace C. Purnell (96-04)
William Smith	George H. Henderson, Jr. (97-06)
William Marshall, Jr.	Joseph A. Calogero (04-09)
Richard G. Stone	Joan Vetare (04-12)
Milton Laws	Howard G. Jenkins (03-18)
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	

* = Appointed to fill an unexpired term

Updated: November 7, 2018
Printed: November 14, 2018

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, Mitreic	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 Mitreic (10-14)	

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
 Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
 Act as liaison between Social Services Dept. and County Commissioners.
 Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
 Maximum 2 consecutive terms, minimum 1-year between reappointment
 Members must attend at least 50% of meetings
 One member (ex officio) must be a County Commissioner
 Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tracey Cottman	D-1, Lockfaw	Pocomoke City	*15-17
Diana Purnell	ex officio - Commissioner		14-18
Voncelia Brown	D-3, Church	Berlin	16-19
Maria Campione-Lawrence	D-7, Mitrecic	Ocean City	16-19
Mary White	At-Large	Berlin	*17-19
Nancy Howard	D-2, Purnell	Ocean City	(09-16), 17-20
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Naomi Washington (01-02)
Sheldon Chandler	Lehman Tomlin, Jr. (01-02)
Richard Bunting	Jeanne Lynch (00-02)
Anthony Purnell	Michael Reilly (00-03)
Richard Martin	Oliver Waters, Sr. (97-03)
Edward Hill	Charles Hinz (02-04)
John Davis	Prentiss Miles (94-06)
Thomas Shockley	Lakeshia Townsend (03-06)
Michael Delano	Betty May (02-06)
Rev. James Seymour	Robert "BJ" Corbin (01-06)
Pauline Robertson	William Decoligny (03-06)
Josephine Anderson	Grace Smearman (99-07)
Wendell White	Ann Almand (04-07)
Steven Cress	Norma Polk-Miles (06-08)
Odetta C. Perdue	Anthony Bowen (96-08)
Raymond Redden	Jeanette Tressler (06-09)
Hinson Finney	Rev. Ronnie White (08-10)
Ira Hancock	Belle Redden (09-11)
Robert Ward	E. Nadine Miller (07-11)
Elsie Bowen	Mary Yenney (06-13)
Faye Thornes	Dr. Nancy Dorman (07-13)
Frederick Fletcher	Susan Canfora (11-13)
Rev. Thomas Wall	Judy Boggs (02-14)
Richard Bundick	Jeff Kelchner (06-15)
Carmen Shrouck	Laura McDermott (11-15)
Maude Love	Emma Klein (08-15)
Reginald T. Hancock	Wes McCabe (13-16)
Elsie Briddell	Nancy Howard (09-16)
Juanita Merrill	Judy Stinebiser (13-16)
Raymond R. Jarvis, III	Arlette Bright (11-17)
Edward O. Thomas	
Theo Hauck	
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	

* = Appointed to fill an unexpired term

SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

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

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Linvill	D-1, Lockfaw	Pocomoke	14-18
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Wendell Purnell	D-2, Purnell	Berlin	97-09-13-17, 17-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)

Richard Malone (94-01)
 William McDermott (98-03)
 Fred Joyner (99-03)
 Hugh McFadden (98-05)
 Dale Pruitt (97-05)
 Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)

John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)
 Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)
 Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)

* = Appointed to fill an unexpired term

TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

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

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Gregory Purnell	D-2, Purnell	Berlin	14-18
Barbara Tull	D-1, Lockfaw	Pocomoke	03-11-15, 15-19
Molly Hilligoss	D-4, Elder	Snow Hill	*15, 15-19
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Denise Sawyer	D-5, Bertino	Berlin	*18-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21

- Resigned -
Replace

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)
Lenora Robbins ¹	Klein Leister (99-03)
Kathy Fisher ¹	Bill Simmons (99-04)
Leroy A. Brittingham ¹	Bob Hulburd (99-05)
George "Buzz" Gering ¹	Frederick Wise (99-05)
Nancy Pridgeon ¹	Wayne Benson (05-06)
Marty Batchelor ¹	Jonathan Cook (06-07)
John Verrill ¹	John Glorioso (04-08)
Thomas Hood ¹	David Blazer (05-09)
Ruth Reynolds (90-95)	Ron Pilling (07-11)
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)
Jan Quick (90-95)	Annemarie Dickerson (99-13)
John Verrill (90-95)	Diana Purnell (99-14)
Larry Knudsen (95)	Kathy Fisher (11-15)
Carol Johnsen (99-03)	Linda Glorioso (08-16)
Jim Nooney (99-03)	Teresa Travatello (09-18)

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

Kelly Shannahan

From: Lisa Challenger
Sent: Monday, November 26, 2018 11:45 AM
To: Kelly Shannahan
Subject: FW: Tourism Advisory Board Resignation

Hi Kelly,

I know Ted Elder talked to Michael Day about serving. At the time, Molly wanted to continue but now she is stepping down.

Lisa Challenger
Director
Worcester County Tourism
104 West Market Street
Snow Hill, MD 21863
410-632-3110

www.beachandbeyond.org
www.facebook.com/beachandbeyond
www.twitter.com/beachandbeyond

Tourism supports 13,408 jobs in Worcester County, generates \$1.5 billion in visitor spending and \$301.3 million in tourism tax revenues. Source: Tourism Economics

From: Molly Hilligoss <molly@wicomicohabitat.org>
Sent: Monday, November 26, 2018 11:21 AM
To: Lisa Challenger <lchallenger@co.worcester.md.us>
Subject: Tourism Advisory Board

Hello Lisa,

Due to my work commitments in Salisbury, I feel it is in the best interest of the Tourism commission for me to step down.

I appreciated the opportunity and appreciate the great work you do for Worcester County tourism. Please accept this email as my resignation from the Worcester County Tourism board.

Yours in service,

Molly Hilligoss

Executive Director
Habitat for Humanity of Wicomico County, Inc.
908 W. Isabella St.
Salisbury, MD 21801

office 410.546.1551 ext 107 cell 443.523.5599
www.wicomicohabitat.org
molly@wicomicohabitat.org

 **Habitat for Humanity**
of Wicomico County

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Richard Jendrek ^c	Bay Vista I	05-10-14, 14-18
Carol Ann Beres	Ocean Reef	14-18
Joseph Weitzell ^c	Mystic Harbour	05-11-15, 15-19
Bob Hunt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21

Prior Members: (Since 2005)

John Pinnero^c (05-06)
 Brandon Phillips^c (05-06)
 William Bradshaw^c (05-08)
 Buddy Jones (06-08)
 Lee Trice^c (05-10)
 W. Charles Friesen^c (05-13)
 Alma Seidel (08-14)
 Gerri Moler (08-16)
 Mary Martinez (16-18)

^c = Charter member - Initial Terms Staggered in 2005
 * = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
James Spicknall	Ocean Pines	07-10-14, 14-18
Bob Poremski	Ocean Pines	*17-19
Frederick Stiehl	Ocean Pines	*06-08-12-16, 16-20
Gregory R. Sauter, P.E.	Ocean Pines	17-21
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21

Prior Members: (Since 1993)

- Andrew Bosco (93-95)
- Richard Brady (96-96, 03-04)
- Michael Robbins (93-99)
- Alfred Lotz (93-03)
- Ernest Armstrong (93-04)
- Jack Reed (93-06)
- Fred Henderson (04-06)
- E. A. "Bud" Rogner (96-07)
- David Walter (06-07)
- Darwin "Dart" Way, Jr. (99-08)
- Aris Spengos (04-14)
- Gail Blazer (07-17)
- Mike Hegarty (08-17)
- Michael Reilly (14-18)

* = Appointed to fill an unexpired term

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Michelle Bankert and Liz Mumford, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Alice Jean Ennis	At-Large	Pocomoke	14-17
Teola Brittingham	D-2, Purnell	Berlin	*16-18
Michelle Bankert	D-3, Church	West Ocean City	*14-15, 15-18
Bess Cropper	D-6, Bunting	Berlin	15-18
Nancy Fortney	D-7, Mitrecic	Ocean City	12-15, 15-18
Lauren Mathias Williams	At-Large	Berlin	*16-18
Hope Carmean	D-4, Elder	Snow Hill	*15-16, 16-19
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19
Julie Phillips	Board of Education		13-16, 16-19
Shannon Chapman	Dept of Social Services		*17-19
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Kelly O'Keane	Health Department		17-20
Cristi Graham	Public Safety - Sheriff's Office		17-20

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Carole P. Voss (98-00)	Gloria Bassich (98-03)
Helen Henson ^c (95-97)	Martha Bennett (97-00)	Carolyn Porter (01-04)
Barbara Beaubien ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Martha Pusey (97-03)
Sandy Wilkinson ^c (95-97)	Lil Wilkinson (00-01)	Teole Brittingham (97-04)
Helen Fisher ^c (95-98)	Diana Purnell ^c (95-01)	Catherine W. Stevens (02-04)
Bernard Bond ^c (95-98)	Colleen McGuire (99-01)	Hattie Beckwith (00-04)
Jo Campbell ^c (95-98)	Wendy Boggs McGill (00-02)	Mary Ann Bennett (98-04)
Karen Holck ^c (95-98)	Lynne Boyd (98-01)	Rita Vaeth (03-04)
Judy Boggs ^c (95-98)	Barbara Trader ^c (95-02)	Sharyn O'Hare (97-04)
Mary Elizabeth Fears ^c (95-98)	Heather Cook (01-02)	Patricia Layman (04-05)
Pamela McCabe ^c (95-98)	Vyoletus Ayres (98-03)	Mary M. Walker (03-05)
Teresa Hammerbacher ^c (95-98)	Terri Taylor (01-03)	Norma Polk Miles (03-05)
Bonnie Platter (98-00)	Christine Selzer (03)	Roseann Bridgman (03-06)
Marie Velong ^c (95-99)	Linda C. Busick (00-03)	Sharon Landis (03-06)

* = Appointed to fill an unexpired term
 c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)
Dee Shorts (04-07)
Ellen Payne (01-07)
Mary Beth Quillen (05-08)
Marge SeBour (06-08)
Meg Gerety (04-07)
Linda Dearing (02-08)
Angela Hayes (08)
Susan Schwarten (04-08)
Marilyn James (06-08)
Merilee Horvat (06-09)
Jody Falter (06-09)
Kathy Muncy (08-09)
Germaine Smith Garner (03-09)
Nancy Howard (09-10)
Barbara Witherow (07-10)
Doris Moxley (04-10)
Evelyne Tyndall (07-10)
Sharone Grant (03-10)
Lorraine Fasciocco (07-10)
Kay Cardinale (08-10)
Rita Lawson (05-11)
Cindi McQuay (10-11)
Linda Skidmore (05-11)
Kutresa Lankford-Purnell (10-11)
Monna Van Ess (08-11)
Barbara Passwater (09-12)
Cassandra Rox (11-12)
Diane McGraw (08-12)
Dawn Jones (09-12)
Cheryl K. Jacobs (11)
Doris Moxley (10-13)
Kutresa Lankford-Purnell (10-12)
Terry Edwards (10-13)
Dr. Donna Main (10-13)
Beverly Thomas (10-13)
Caroline Bloxom (14)
Tracy Tilghman (11-14)
Joan Gentile (12-14)
Carolyn Dorman (13-16)
Arlene Page (12-15)
Shirley Dale (12-16)
Dawn Cordrey Hodge (13-16)
Carol Rose (14-16)
Mary Beth Quillen (13-16)
Debbie Farlow (13-17)
Corporal Lisa Maurer (13-17)
Laura McDermott (11-16)
Charlotte Cathell (09-17)
Eloise Henry-Gordy (08-17)

WORCESTER COUNTY YOUTH COUNCIL

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year terms
Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Katherine Gunby, Health Department - Prevention Services - (410-632-1100)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
Brittany Lawson, Worcester County Health Department - (410-632-1100, x1135)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Destinee Johnson	Pocomoke	Pocomoke	15-17, 17-18
Tatyana Waters	Pocomoke	Pocomoke	15-17, 17-18
Cali Litton	Pocomoke	Pocomoke	16-18
McCammon Mottley, President	Pocomoke	Pocomoke	16-18
McKenzie Mitchell	Pocomoke	Pocomoke	16-18
Chloe Goddard	Snow Hill	Snow Hill	16-18
Decklan Fisher	Snow Hill	Snow Hill	16-18
Jon Selby	Snow Hill	Girdletree	16-18
Laila Mirza	Stephen Decatur	Ocean Pines	16-18
Patrick Reid	Stephen Decatur	Berlin	16-18
Tyler Keiser	Stephen Decatur	Ocean City	16-18
Liam Hammond	Worcester Prep	Bishopville	16-18
Melissa Laws	Worcester Prep	Berlin	16-18
Caroline Matthews	Pocomoke	Pocomoke	17-19
Avalon Fortt	Snow Hill	Pocomoke	17-19
T'Nae Fitch	Snow Hill	Snow Hill	17-19
Zanab Iqbal	Snow Hill	Snow Hill	17-19
Craig Birkhead-Morton	Snow Hill	Snow Hill	17-19
Jessica Wynne	Snow Hill	Stockton	17-19
Dana Kim	Stephen Decatur	Ocean Pines	17-19
Richard Poist	Stephen Decatur	Ocean City	17-19
Cooper Richins	Worcester Prep	Berlin	17-19

Prior Members: (Since 2006)

Mallory Miller (06-07)
Irene Mertz (06-07)
Codee Buckler (06-07)
Sabrina Kunciw (06-07)
Abigail Duffield (06-07)
Ashley Brodie (06-07)
Morgan Crank (06-07)
Justin Lewis (06-07)
Amber Sparks (06-07)
Marshall Wool (06-07)
Monique Douglas (06-07)
Ebony Marshall (06-07)
Ashley Cody (06-07)
Lorissa McAllister (06-07)
Dominique Kunciw (06-08)
Brittany Cottman (06-08)
Ronata Thomas (06-08)
Matthew Smarte (07-08)
Keith Spangler (07-08)
Clayton Perry (07-08)
Marissa Dean (07-08)
Charnell Fitchett (07-08)
Quavis Hayes (07-08)
Dominique Bias (07-08)
Tommy Murray (06-09)
Jackie Wangel (06-09)
Kara Brower (07-09)
Mary Mazcko (07-09)
Kevin Ayres (07-09)
Aaron Marshall (07-09)
Gwendolyn Jackson (08-09)
LaTrele Crawford (08-09)
Andrew VanBruggen (09)
Brandon Thaler (08-10)
Megan O'Donnell (08-10)
Mike Guerrieri (09-10)
Brett Oliver (09-10)
Andrew Murrell (09-10)
Sharryse Piggott (09-10)
Michelle Wangel (07-11)
Rachel Thompson (09-11)
Emily Cieri (09-11)
Brianna Carroll (09-11)
LaShae Smith (09-11)
Jenna Kramer (09-11)
Quashaun Willis (09-11)
Tori Duncan (09-11)
Victoria Danna (09-11)
Makya Purnell (11-12)
Michelle Rosinski (11-12)
Ron Foreman (11-12)
Hannah Marie McFord (11-12)
Mariah Amos (09-13)
William Wangel (09-13)
Elizabeth Sayan (11-13)
Casey Ortiz (11-13)
Karley Snyder (11-13)
Dana Pappas (11-13)
Tyler Bivens (11-13)
Jasmine Brown (11-13)

Abby Bunting (11-13)
Megan Ludy (11-13)
Robbie Stancil (11-13)
Torres Savage (12-13)
Gabrielle Ortega (11-14)
Collin Bankert (11-14)
Ami Oliver (11-14)
Taylor Black (11-14)
Jonah Crisanti (11-14)
Paige Stanley (11-14)
Kamryn Evans (12-14)
Dylan Elliott (12-14)
Sabah Nawaz (12-14)
Brynae Waters (13)
Gracie Riley (13-15)
Ruben Ortega III (12-15)
Jillian Petito (13-15)
Brittany Wangel (11-15)
Rachel Bourne (12-15)
Erik Zorn (13-15)
William (Jacob) Mast (13-15)
Sohiab Ijaz (13-15)
Michelle Collins (13-15)
Olivia Hancock (13-15)
Asia Mason (13-15)
Taylor Portier (13-15)
Colby Lane Payne (13-15)
Madeline Goodard (12-16)
Charles Pritchard (13-16)
Jacob LeMay (13-16)
Glennie Rippin (14-16)
Rachel Thomas (14-16)
Danielle Gelinas (14-16)
Sammi Schachter (14-16)
Katie Withers (14-16)
Peyton Dunham (14-17)
Madison Mendiaz (15-17)
Claire Riley (15-17)
Amy Lizas (15-17)
Riley Dickerson (15-17)
D'Nasia Jones (15-17)
Alison Snead (15-17)
LuAnne Mottley (15-17)
Erica Hall (15-17)
Kyle Jarmon (15-17)

(Begin year - End Year)

* = Appointed to fill an unexpired term

BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years
Terms expire December 31st

Compensation: \$50 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting
Jennifer Keener - Zoning Administrator (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Thomas Babcock	D-4, Elder	Whaleyville	15-18
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15, 15-18
Larry Fykes	D-1, Lockfaw	Pocomoke	*16, 16-19
Larry Duffey	D-2, Purnell	Berlin	*17-19
David Dypsky	D-3, Church	Ocean City	*11-14-17, 17-20
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	*05-08-11-14-17, 17-20
Glenn Irwin	D-7, Mitrecic	Ocean City	14-17, 17-20

Prior Members: (Since 1972)

Robert B. Jackson	George Ward, Jr. (92-95)	Dale Smack (01-06)
Ruth Spinak	Doris Glover (91-95)	Lou Taylor (05-08)
Merrill Lockfaw	Marion Marshall (90-96)	Jerre F. Clauss (98-10)
Winnie Williams	Madison Bunting (90-96)	Mike Diffendal (08-10)
Randolph F. Wilkerson	Howard "Buzz" Taylor (97-98)	James E. Clubb, Jr. (06-11)
Cashar J. Hickman	Edward Bounds (90-99)	Joe Fehrer, Jr. (06-12)
E. Paige Boston	Marion Butler, Sr. (96-99)	Beth Gismondi (96-14)
Elbridge Murray	Dwight Campbell (95-00)	Bill Bruning (12-15)
Gary McCabe	Larry Widgeon (94-00)	Robert L. Cowger, Jr. (10-16)
Harley Day	Robert Ewell (95-01)	Rodney C. Belmont (07-17)
Charles Lynch	Lester Shockley (99-02)	
Dwight E. Campbell	Robert Mitchell (02-05)	
T. Clay Groton	Janice Foley (99-05)	
Albert Berger	Richard Outten (00-06)	
Clifford Dypsky	Doug Parks (00-06)	
Donald Jones	Brian Roberts (06)	

* = Appointed to fill an unexpired term



10

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

November 27, 2018

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Correction to Open Session Minutes of October 23, 2018

It has recently been brought to my attention that the open session meeting minutes of October 23, 2018 include an incorrect reference to the rental cost of the temporary kitchen at the Worcester County Jail which is needed in association with the County Jail HVAC Renovation Project. The minutes reflect a cost of \$215,528 when the actual cost is \$21,528 as reflected in the cover memo (see attached). I am therefore requesting the County Commissioners' approval to correct the minutes to reflect the correct total of \$21,528 for rental of the temporary kitchen from Rental Solutions. p.7

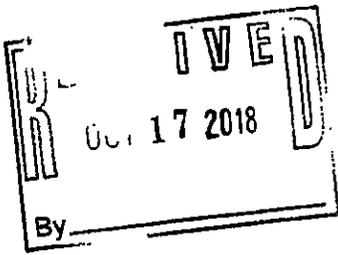
I apologize for this mistake and thank you for your consideration. If you should have any questions or concerns with regard to this matter, please feel free to contact me.

21,528

Pursuant to the request of County Engineer Bill Bradshaw and Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the contract for general construction of the County Jail HVAC Renovation Project to Bancroft Construction Company of Wilmington, Delaware at a base bid of \$2,970,000, and including alternate numbers 1 - AHU-4 cooling system at an additional cost of \$75,000, 5 - PVC jacketing, for an additional cost of \$7,000, and both 4 - ATC System by Modern Controls and 6 - High Efficiency Unit at no additional cost, for a total project cost of \$3,052,000. In addition, the Commissioners approved rental of a temporary kitchen from Rental Solutions for \$215,528 and commissioning of equipment by Gipe Engineering for \$16,000, and other project expenses for a total project cost of \$3,495,820. Mr. Bradshaw advised that, while the most recent Jail addition was built in 2008, bringing the facility to 135,000 square feet. The original 47,000-square-foot facility built in 1980 is still being served by the original failing HVAC system and equipment.

In response to a question by Commissioner Bertino, Mr. Bradshaw confirmed that project costs exceed budgeted funds of \$2.7 million for this project; however, he understands that funds will be available within the FY19 budget through the Assigned Fund Balance to cover this deficit. He confirmed that the overage was due to increasing market prices and advised that rebidding the project without reducing the scope of work would likely result in even higher bid prices.

In a related matter and in response to a question by Commissioner Elder, Mr. Bradshaw advised that any plans to develop a Central Booking facility at the Jail would need to be addressed independent of this specific project, since such a facility would not be located in the region of the Jail currently planned for rehabilitation.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: William Bradshaw, P.E., County Engineer *WJB*
Donna Bounds, Warden
DATE: October 16, 2018
SUBJECT: Worcester County Jail Building Improvements and Repairs
Recommendation to Award Contractor Services

Background

Construction of the Worcester County Jail facility began in 1980. The original facility was approximately 47,000 square feet (sf) and included housing units, kitchen, offices and ancillary systems to support the building. Subsequent to the original construction, alterations and additions were as follows:

- 1984 – Air Conditioning was added to the original processing area.
- 1988 - Housing units of approximately 11,900 sf were added.
- 1998 – Work release housing (11,000 sf) was added to the facility.
- 2008 – Addition of new housing units, common areas, medical facilities and supporting facilities in the amount of 64,500 sf.

The building utilities (heat, hot water and electric) infrastructure is supplied by two separate systems. The original 1980 building and additions in 1988 and 1998 are supplied by the original mechanical/electric facilities while the 2008 addition included separate mechanical/electric

Subject: Worcester County Jail Building Improvements and Repairs Recommendation to Award Contractor Services

Page: 2

facilities and associated equipment. These separate facilities are located on opposite sides of the combined facility.

The boilers supplying the original building (1980, 1988, 1998 facilities) failed and were replaced during the summer 2011. The original water heater was also replaced in 2011. Subsequent to the boiler failure and replacement, the County hired Gipe Engineering to provide a facility planning study to include replacement of HVAC, electrical and other building systems. This study was complete in 2013 and noted that the majority of the original 1980's equipment was 33 years old at that time and at the end of its useful service life. The study report generally recommended replacement of mechanical and electric equipment and also included provisions for the addition of air conditioning equipment for the facility. The basic philosophy for air conditioning at the facility is to condition common work areas (offices, hallways, meeting rooms, worker areas, and public areas). The housing units are heated and ventilated and not air conditioned.

Since the Gipe Study report was developed and the resultant Capital Improvement Plan submitted (and escalated based on year), there have been equipment failures of the 1980's vintage equipment including heating and ventilating units for both the kitchen ,gymnasium and processing area. The kitchen and gymnasium equipment was repaired to maintain operation but the bulk of the equipment remains original. The processing area HVAC equipment is not in service and use of the area is currently minimized.

Bidding Work scope and Results

Subsequent to the equipment failures, the County hired Gipe Engineering in 2017 to review the building failures and critical systems and recommend a plan to improve reliability and mitigate future failures. The result is a phased improvement plan. Phase 1 is designed to replace failed equipment, upgrade critical systems, provide redundancy in water heating and provide improved work areas for staff. The phase 1 recommendations follow the building philosophy of heating, ventilating and cooling work and common areas. Detailed designs and specifications are developed and include the following:

Base scope of work:

Subject: Worcester County Jail Building Improvements and Repairs Recommendation to Award Contractor Services

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- Replacement of kitchen ventilation and exhaust systems including heated and conditioned make-up air to improve the work conditions. This system is similar to those currently installed in schools. The equipment does include energy savings features and is estimated to increase electric cost.
- Replacement of main incoming electrical switchgear and associated equipment.
- Replacement of the generator and increasing size to provide backup power to the kitchen. The generator will be relocated outside of the mechanical/electrical room.
- Add a second water heater for the kitchen and original facility.
- Replace the gymnasium heating and ventilating equipment.
- Add a 500 square foot building addition to the existing mechanical/electrical room to accommodate replacement electrical switchgear and additional water heater.
- Replacement of broken HVAC equipment in the processing area.
- Replacement of building corridor HVAC equipment in select locations.
- Install HVAC equipment in work areas including the chapel, barbershop, maintenance shop, classification office and IT closet.

During design and scope development, bid alternates were included for consideration as follows:

Bid Alternates

- Option to add air conditioning to the gymnasium. Includes energy recover systems and controls and will increase the annual operational cost.
- The addition of heating and ventilating make-up air supply equipment for the laundry.
- Additional warranty period from 1 to 2 years.
- System Controls provided by Modern Controls (same as on other County buildings).
- Provide ruggedized PVC jacketing on exposed pipes and ducts.
- Provide high performance equipment to allow power company rebates.

Detailed designs and specifications for the phase 1 work were released for competitive bidding on September 4, 2018. Pre-bid meetings were held and bids were received on October 9, 2018. The bid tabulation including alternates is as follows:

Subject: Worcester County Jail Building Improvements and Repairs Recommendation to Award Contractor Services

Page: 4

WC Jail Phase 1 Bid Proposals

Bidder	Base Bid	Alt 1 Gym cooling	Alt 2 Laundry H&V	Alt 3 2 Yr Warranty	Alt 4 ATC Modern Ctrl	Alt 5 PVC Jacketing	Alt 6 High Eff. Perf.
BancroftConstruction - Wilmington, DE	\$ 2,970,000	\$ 75,000	\$ 105,000	\$ 27,000	0.00	\$ 7,000	\$ -
Whiting Turner - Salisbury, MD	\$ 3,346,500	\$ 80,540	\$ 84,200	\$ 31,785	0.00	\$ 7,260	no bid
Denver-Elek - Baltimore, MD	\$ 3,400,000	\$ 68,000	\$ 86,800	\$ 26,400	0.00	\$ 87,750	\$ 25,200

These bids have been reviewed by Gipe Engineering. All bids were above the planned assigned fund balance allocation. Also, there is a large spread between the low bidder and the next higher bidder in the amount of \$375,000. Gipe suggests that the local market demand is driving the cost of work. Local construction costs show an increasing trend on the majority of large projects. Gipe has worked with Bancroft (and the listed major subcontractors) on other jobs and found that they are a competent and reputable company (Gipe recommendation Letter attached). Worcester County has not worked with Bancroft Construction. The work generally includes fourteen subcontractors of which at least seven have worked for Worcester County with good results. The mechanical sub-contractor was the mechanical contractor for the original facility.

Funding and Recommendation

Funding for this scope of work is presently designated from assigned fund balance in the amount of \$2.7 million. There is also a current capital funding request for \$12.7 million based on the original Gipe study report and for facility improvements including escalation. The new bid costs for phase 1 should be used to update the capital funding request estimate. Based on the new bid results and associated estimates the phase 1 costs for this project are listed below.

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Phase 1 Jail Improvement Estimate	
Prime Contractor with Options	\$ 3,052,000
Engineering (Gipe Contracted)	\$ 283,000
Rental Kitchen (Rental Solutions)	\$ 22,000
Rental Fence and Equipment	\$ 4,500
Professional Services (Estimated)	\$ 10,000
Commissioning (Gipe proposal)	\$ 16,000
Electric Equipment Repairs	\$ 2,500
Security Camera Relocations (At)	\$ 4,000
Subtotal	\$ 3,394,000
Owners Contingency (3%)	\$ 101,820
TOTAL	\$ 3,495,820

In order to implement the phase 1 facility improvements to improve reliability and mitigate additional failures, it is recommended to proceed with Bancroft Construction's proposal. Gipe Engineering has good experience with Bancroft and the major subcontractors. The bids did not include direct subcontractor costs to evaluate. Scope reviews were completed with each contractor to identify gaps and none were identified. It is recommended to include bid Alternate 1 Gym Cooling at a cost of \$75,000. Jail Staff recommends this area cooling to improve use conditions and also to serve as an area which may be used during heat events. In addition, alternates 4 for Modern Controls and 6 for High Efficiency equipment should be included at no additional costs. Also, to be consistent with the existing facility and to protect insulation alternate 5 PVC jacketing is recommended. If approved, a contract may be initiated with Bancroft Construction in the amount of \$3,052,000 and the work completed in 2019. ①

Also if approved, a temporary kitchen will need to be rented and setup to support the outage required for the existing kitchen. Jail staff has worked directly with Rental Solutions to select the necessary equipment to support the kitchen outage. The proposal attached in the amount of \$21,528 is requested to be approved. (p. 28) * ②

In order to fully integrate and complete the phased installation of the equipment it is recommended to include detailed commissioning of equipment. This service has been successful on other county projects and resulted in improved equipment operation. This service would be provided by Gipe Engineering in the amount of \$16,000. The proposal is attached and approval is requested. (p. 29) ③

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If there are questions, please let us know. We will be available to discuss as necessary with you and the County Commissioners at your convenience.

Attachments:

Bancroft Construction Bid Received 10/9/18

Whiting Turner Bid Received 10/9/18

Denver-Elek Bid Received 10/9/18

Gipe Engineering Bid Recommendation and Tabulation

Rental Solutions – Temporary Kitchen Proposals

Commissioning Services – Gipe Engineering Services Proposal