

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>
Meeting Attendees are required to wear face coverings and practice social distancing.

January 5, 2021

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding the hiring of a Risk Management Specialist in Human Resources, a DRP Specialist in DRP, a Recreation Program Manager II and a Business Development and Retention Specialist in Recreation, Parks, Tourism and Economic Development, Landfill Equipment Operator I/II and a Grounds Worker II in Public Works, Correctional Officer Trainees at the Jail, an Emergency Communications Trainee in Emergency Services, a Youth Service Specialist at the Library, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Pastor Ken Elligson), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes of December 1, 2020 Meeting and Minutes from the December 9, 2020 Meeting with Fire and EMS Companies
- 10:05 - Proclamation on National Mentoring Month 1
- 10:10 - Chief Administrative Officer: Consent Agenda
(Emergency Services Medical Dispatch Grant Acceptance, Emergency Services RFP on Mobile Generators, Bid Request for Air Purifying Respirators, 911 Board Grant on Dispatch Protocols, Public Works RFP Request for Newark Spray Farm Lease, Bidding and Construction Admin Services for WOC Pump Station Rehab, and Professional Services for Gum Point Road Sewer Project) 2-8
- 10:15 - Chief Administrative Officer: Administrative Matters
(Board of Education Roof Replacement Request, Berlin Library Parking Lot Special Use, Pending Board Appointments, Siren System Update, Procurement of Truck through Homeland Security Grant, Procurement of PPE through FEMA Grant, IT RFP Results for Broadband, Public Works Golf Course Consultant Request, Bid Acceptance of WOC Rehab of Pump Stations 2-5, Truck Replacement for Water/Wastewater, Government Center HVAC, 2021 Portable Restroom Services, Quitclaim on Bayshore Drive, Coastal Bays Rural Legacy Easement Sale, Shared Facility Agreement for Buas Self Storage Center, Assateague Farms EDU Extension Request, STEM/STAT Program Changes, Sports Complex Update, DRP Nuisance Abatement Request, Courthouse Improvements Request, Greater OC Chamber Emergency Legislation Request, and Comprehensive Annual Report Submittal) 9-30
- 10:30 - Legislative Session: Public Hearing on Bill 21-1 on Zoning Height Regulations in the A-1 and A-2 Districts, and Introduction of Bill on Signs within an Established Community or Subdivision 31-32
- 10:40 - Chief Administrative Officer: Administrative Matters 9-30
- 10:50 -
- 11:00 - Questions from the Press; County Commissioner's Remarks
- 11:30 - Closed Session: Interviews for the Warden position at the Jail
- 12:00 -
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 9-30

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.
Please be thoughtful and considerate of others.
Turn off your cell phones & pagers during the meeting!

Minutes of the County Commissioners of Worcester County, Maryland

December 1, 2020

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (10) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Weston Young, Public Information Officer Kim Moses; Sheriff Matt Crisafulli, and Lieutenants Katie Edgar and Bethany Ramos. Topics discussed and actions taken included hiring Rachel Perrotta as an Environmental Programs Intern in Environmental Programs and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing security with the Sheriff and potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 10:02 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Reverend Cynthia Bonneville of St. John United Methodist Church in Berlin and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their November 17, 2020 meeting as presented.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Church, the Commissioners unanimously agreed to appoint Ken Church to the Planning Commission for a five-year term expiring December 31, 2025 to replace Mike Diffendal who resigned; reappointing Chase Church to the Housing Review Advisory Board and David Dypsky to the Board of Zoning appeals for additional three-year terms each expiring December 31, 2023, and reappointing Joe Schanno to the Economic Development Advisory Board, Bob Augustine to the Solid Waste Advisory Committee, David Dypsky and Stan Cygam to the Water and Sewer Advisory Council for Mystic Harbour, Blake Haley to the Water and Sewer Advisory Council for West Ocean City, and Elana Ake to the Tourism Advisory Committee for additional four-year terms each expiring December 31, 2024.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to reappoint Kim Moses and Dr. Roy Cragway, Jr. to the Drug and Alcohol Abuse Council for four-year terms each expiring December 31, 2024.

Upon an additional motion by Commissioner Bunting in response to nominations by Commissioner Mitrecic, the Commissioners unanimously agreed to reappoint Mike Patchet to the Board of Electrical Examiners and Amy Rothermel to the Local Management Board for three-year terms each expiring December 31, 2023 and Granville Jones to the Solid Waste Advisory Committee for an additional four-year term expiring December 31, 2024.

The Commissioners elected officers for the coming year through December 7, 2021. Upon nominations by Commissioner Bunting, the Commissioners unanimously voted to re-elect Commissioner Mitrecic as President and Commissioner Elder as Vice President of the Board of County Commissioners.

Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Warden Bounds to sign the licensing agreement between the County Jail (customer) and LexisNexis (provider) for the provision of legal research materials from December 1, 2020 through November 30, 2023, at a monthly cost of \$718. Warden Bounds advised that this legal research kiosk is a valuable online tool that allows inmates to research legal matters.

Pursuant to the request of Senior Budget Accountant Kim Reynolds and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign the Maryland Community Development Grant (CDBG) COVID Grant Agreement in the amount of \$43,793, with an in-kind match of \$29,549 from Diakonia, Inc. for emergency rental assistance. They further authorized Commission President Mitrecic to sign the sub-recipient grant agreement between the County and Diakonia.

Ms. Reynolds advised that the County was awarded total CDBG COVID funding of \$336,000, but due to delays by the U.S. Treasury and the Department of Housing and Urban Development, the entire award cannot be provided at this time. The remainder of the grant is anticipated to be funded in January 2021, at which time there will be an amendment to the grant for the remainder of funding.

The Commissioners met with Chief Administrative Officer Harold Higgins to discuss how to designate remaining CARES Act funds of \$30,063.96 prior to the December 30, 2020 deadline. In response to a question by Commissioner Bertino, Recreation, Parks, Tourism, and Economic Development Director Tom Perlozzo advised that the County has awarded roughly \$900,000 in CARES Act funding in the form of relief grants to restaurants in the County. He further stated that the application period will remain open through the end of the year (or until funds are exhausted), so that additional restaurateurs may continue to apply. He informed the Commissioners that his staff plans to begin a second round of hand-delivering flyers announcing this grant opportunity to every restaurant in the County.

Commissioner Bertino questioned whether County volunteer fire companies would be able to apply for the remaining funds if they submit and are able to justify their funding requests. In response to questions by Commissioner Bertino, Mr. Higgins advised that County staff

allocated CARES Act funds to the volunteer fire companies of \$145,000 for LUCAS CPR machines (hands-free chest compression systems) and \$50,000 for payroll reimbursement, and he recommended allocating the remaining CARES Act funds of \$30,063.96 toward payroll reimbursement as well, noting that he has requested that each fire house provide the County with payroll reports from 2019 to present. Assistant Chief Administrative Officer Weston Young advised that County staff are working to schedule a meeting this month between the Commissioners and the volunteer fire companies to discuss how the County can assist their departments and the steps each department must take to apply for CARES Act funding.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to allocate funding of \$30,063.95 and more if necessary for use by the County volunteer fire companies.

Pursuant to the recommendation of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted the following documents, as conceptually approved after two public hearings on November 4, 2020: the Findings of Fact and Zoning Reclassification Resolution 20-5 from Rezoning Case No. 426, to rezone 1.74 acres of land, located on the westerly side of MD Rt. 611, south of Snug Harbor Road, and more specifically identified on Tax Map 33 as Parcel 341, from A-2 Agricultural District to C-2 General Commercial District; and the Findings of Fact and Zoning Reclassification Rezoning Resolution No 20-6 from Rezoning Case No. 428 to rezone approximately 2.88 acres of land, located on the southerly side of St. Martin's Neck Road, east of Aramis Lane in Bishopville, from E-1 Estate District to A-2 Agricultural District.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved Change Order No. 1 with Retallack and Suns for the rehabilitation project for Ocean Pines Pump Stations S and P, which includes an additional cost, which includes an additional cost of \$3,820.59 to replace the main electrical conductors between the electric meter and the distribution panel at Pump Station S. This brings the revised contract amount to \$394,540.22

The Commissioners conducted a public hearing on the amended five-year Capital Improvement Plan (CIP) FY22-FY26. Senior Budget Accountant Kim Reynolds advised the Commissioners that projects totaling \$74,157,732 are proposed over the five-year period. She stated that, of the proposed projects, \$12,023,098 or 16.2% is proposed to be funded by the General Fund and \$34,538,328 or 46.5% 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. She reminded the Commissioners that the CIP is strictly a planning document, and a project's inclusion in the CIP does not constitute funding approval. Rather, each project will be considered and if approved would be refined as details come to light and as projected revenues are known. Priority projects would be given approval to move forward with more detailed planning.

In response to a question by Commissioner Bertino, Library Director Jennifer Ranck advised that the Library would only request funds identified in the CIP to replace the heating, ventilation, and air conditioning (HVAC) at the Pocomoke Library in the event that they do not move forward with plans to build a new facility for this branch.

Commissioner Mitrecic opened the floor to receive public comment.

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

Commissioner Bunting reiterated that this is just a planning document, and while there are certainly items included on the CIP that he disagrees with, he believes it is important that the Commissioners be united in their adoption of this document, which will be vital as the County goes to the bond market.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 20-37 adopting the FY22-FY26 CIP as presented.

At the request of Commissioner Bertino, Emergency Services Director Billy Birch provided an updated on plans to repair or replace non-functioning emergency sirens throughout the County. Mr. Birch advised that currently the County and the individual fire companies share responsibility for certain aspects of the fire sirens, and he is developing a plan to have the County assume overall responsibility to maintain all County emergency sirens. He further advised that there is no local vendor that can repair the aging sirens, so they have requested quotes from a contractor in New Jersey to repair the sirens and centralize the system. In February 2021 one County technician from Emergency Services is scheduled to receive training on the system from Federal Sirens.

The Commissioners conducted a public hearing on a Comprehensive Water and Sewerage Plan (the plan) amendment submitted by Joseph Moore, on behalf of Jim Latchum, owner of Riverview Mobile Home Park, which is included in the plan as a multi-use septic system serving a maximum of 66 trailers. Environmental Programs Director Bob Mitchell reviewed the amendment, which would modify Section 1.2.2 D (Protection of the Environment) of the plan to include the potential for a large flow septic system without a groundwater discharge permit located in the critical area to be afforded the opportunity to seek a point source discharge permit if able to comply with certain additional requirements. These requirements would include being able to provide advanced treatment and being able to prove that said system would not contributing to the degradation of any impaired waters. Mr. Mitchell stated that the Riverview Mobile Home Park currently operates with a single septic system, with a low pressure-dosed drain field that has the old system as a backup. This system has conventional (zero) treatment, and the drain field is an innovative system located entirely in the critical area. He stated that there is no guaranteed State funding for a pre-treatment plant that would be required if the existing system fails, and this is the only multi-use septic system in the County that does not have a groundwater discharge permit. He stated that County staff worked with representatives from the Maryland Department of the Environment and Mr. Moore to edit the original application, and the amendment before them today reflects those changes. He advised that the Planning Commission found the proposed amendment to be consistent with the County's Comprehensive Plan and granted the application a favorable recommendation.

Commissioner Mitrecic opened the floor to receive public comment.

Joe Moore, attorney for Riverview Mobile Home Park, advised that he received a letter from the Maryland Coastal Bays Program supporting the amendment because it will enhance water quality in the Coastal Bays, and he urged the Commissioners to approve the amendment as presented.

Robert Brown, President of Brown, Inc., an engineering and consulting firm in Easton,

advised that this option would make it feasible to replace the existing system with a small system that can meet enhanced nutrient reduction (ENR) standards. He stated that they worked closely with MDE and the County, noting that this amendment makes it possible to eliminate the working septic systems from the critical areas, and he encouraged the Commissioners to approve the amendment as presented.

Commissioner Bunting stated that the Bishopville Prong is an impacted waterway, with raw effluent from septic systems contributing to water degradation, and he would support any changes that could help to improve the water quality. Commissioner Nordstrom concurred. In response to a question by Commissioner Nordstrom, Mr. Mitchell advised that, if the Commissioners adopt the amendment before them today and the park receives a permit for a small system, park officials would be required to routinely submit samples to MDE, just as each public plant is required to do.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 20-38 amending the Comprehensive Water and Sewerage Plan for Worcester County to address water and sewer goals with respect to point source discharges.

The Commissioners answered questions from the press, after which they adjourned at 11:03 a.m. to meet again on December 15, 2020.

Minutes of the County Commissioners of Worcester County, Maryland

December 9, 2020

Special Session

Joseph M. Mitrecic, President
Theodore J. Elder, Vice President
Anthony W. Bertino, Jr.
Madison J. Bunting, Jr.
James C. Church (Absent)
Joshua C. Nordstrom
Diana Purnell (Absent)

The Commissioners conducted a meeting with representatives from the fire and ambulance companies in Worcester County at the Snow Hill Volunteer Fire Department on Wednesday, December 9, 2020, at 4:00 p.m. to discuss allocating additional grant funds, consisting of CARES Act and General Fund monies, to the fire and ambulance companies to address COVID-19 related impacts.¹ Also present at the special session were Assistant Chief Administrative Officer Weston Young and Fire Marshal Jeff McMahon.

Following the special meeting, the Commissioners adjourned to meet again on December 15, 2020.

¹ ¹ In follow up to this special session, the Commissioners voted by email on December 14, 2020 to allocate an additional \$230,063.96 to meet the request of the county volunteer fire and ambulance companies as follows: \$32,858 to Snow Hill; \$40,450.00 to Newark; \$40,826.50 to Berlin; \$13,853.53 to Ocean City; \$40,127.41 to Showell; \$32,858.76 to Bishopville; and \$29,089 to Ocean Pines. Pocomoke, Stockton and Girdletree had no additional funding requests.



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

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

PROCLAMATION

WHEREAS, January 2021 marks the 19th anniversary of National Mentoring Month, an annual campaign that focuses attention on the need for mentors and how area residents can partner with mentoring programs, like Big Brothers Big Sisters of the Greater Chesapeake (BBBS), to increase the number of mentors to help ensure positive outcomes for area youth; and

WHEREAS, mentoring programs, like BBBS of the Greater Chesapeake, make Worcester County stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks; and we stand with BBBS to encourage area residents to learn more about mentoring programs and to consider becoming mentors.

NOW THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim January as **National Mentoring Month** in Worcester County and celebrate, elevate, and encourage mentoring locally.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of January, in the Year of Our Lord Two Thousand Twenty-One.

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell





EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: FY21 Emergency Medical Dispatch Grant

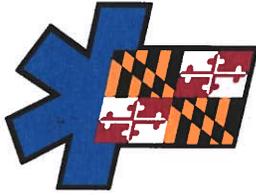
Date: 8 December 2020

The Department of Emergency Services is seeking authorization to accept the FY2021 Emergency Medical Dispatch grant from the Maryland Institute for Emergency Medical Services Systems (MIEMSS). This annual grant is used to promote training and professional development around the discipline of medical dispatching. This year's grant award is in the amount of \$859.76 and will be utilized in support of training and recertification requirements toward the Emergency Medical Dispatch program.

I am available to answer any questions at your convenience.

Attachments (1)

//JEH//



State of Maryland

**Maryland
Institute for
Emergency Medical
Services Systems**

653 West Pratt Street
Baltimore, Maryland
21201-1536

*Larry Hogan
Governor*

*Clay B. Stamp, NRP
Chairman
Emergency Medical
Services Board*

*Theodore R. Delbridge, MD, MPH
Executive Director*

*410-706-5074
FAX 410-706-4768*

December 4, 2020

Timothy E. Coale
Communications Center Manager
Worcester County
Dept. of Emergency Services One W. Market Street
Room 1002
Snow Hill, MD 21863-1193

Dear Mr. Coale,

We are pleased to announce that your request for a MIEMSS EMD Funding Grant has been approved. MIEMSS has awarded **\$859.76** to enable your jurisdiction to complete FY 2021 EMD training.

Prior to beginning your training, the attached agreement must be properly executed by the entity receiving the grant and returned to Michelle Bell, MIEMSS Office of Education, Licensure & Certification, 653 West Pratt Street, Baltimore, MD 21201-1536. Please note the date sensitive requirements in paragraph seven of the agreement. Additionally, all agreements must be executed and returned to MIEMSS no later than **January 4, 2021**. Once the executed agreement has been received by MIEMSS you will receive an official letter of grant award along with a purchase order.

Should you have questions regarding the agreement please contact Michelle Bell at 410-706-3666 or mbell@miemss.org

Congratulations on your award.

Sincerely,

Terrell Buckson, MHA, NRP
Director

Education Grant Agreement

This Agreement is made in duplicate originals¹, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems (“MIEMSS”) located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and County Commissioners of Worcester County, Maryland (the “Association”) located at 1 West Market Street, Room 1002, Snow Hill, MD 21863:

1. MIEMSS is extending to the Association a grant in the amount of **\$859.76** (the “Grant”) which shall be used by the Association for EMD Training.
2. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 may, in the unfettered judgment of MIEMSS, be disqualified. Should any expenditure be disqualified or should the Association violate any of the terms of this Agreement, MIEMSS may require repayment to the Maryland Emergency Medical System Operations Fund (the “EMS Fund”), an offset from any State grant to the Association in the current or succeeding fiscal year, and/or take other appropriate action. The Association shall repay to the EMS Fund any part of the Grant which is not used for the purposes stated in paragraph 1 within 2 years after the date of this Agreement.
3. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with Grant funds without the prior written consent of MIEMSS. The Association shall give MIEMSS written notice at least 30 days before any such proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the EMS Fund a percentage of that portion of the Grant attributable to the particular real or personal property transferred or disposed of, unless MIEMSS and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1). MIEMSS shall have the right to make any elections available in connection with that computation.

¹ One of the duplicate originals shall be authoritative copy which shall be filed with the Maryland Institute for Emergency Medical Services System.

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars or more, the Association shall, at its own expense, and for the reasonable useful life of that item or for 5 years, which ever is less, obtain and maintain insurance. The insurance shall provide full protection for the Association and the EMS Fund and the State against loss, damage, or destruction of or to the real or personal property. The Association shall, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the EMS Fund of the Grant, in the sole discretion of MIEMSS.
5. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association shall certify that its Constitution or By-Laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
6. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
 - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;
 - B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
 - C. The Association, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article, Annotated Code of Maryland is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security

Administration, and has paid or arranged for the payment of all taxes due the State;

- D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant;
 - E. Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
7. **In order to receive payment of the award amount, the Association must provide MIEMSS with copies of invoices for the training and a letter on the Association's letterhead requesting reimbursement. The letter shall include the Association's Federal I.D. and correct address, and shall be mailed to Michelle Bell, Office Manager, Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201. All reimbursement requests along with appropriate supporting documentation must be received in this office by June 15, 2021.**
 8. **On or before September 1, 2021 the Association shall provide to MIEMSS an itemized statement of expenditures, showing how the funds under this agreement were expended verified by an officer of the Association.** The Association shall retain bills of sale, records and other satisfactory evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the date of this Agreement. MIEMSS, the Maryland Department of Budget and management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.
 9. The law of Maryland shall govern this Agreement.
 10. This Agreement shall bind the respective successors and assigns of the parties.
 11. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MIEMSS.
 12. No amendment to the agreement is binding unless it is in writing and signed by the parties.

13. The individual executing this agreement on behalf of the Association represents that he or she is authorized by the Association to do so.

(the remainder of this page is intentionally blank)

IN TESTIMONY WHEREOF, the parties have executed this agreement effective the date first above written:

Witness or Attest:

County Commissioners of
Worcester County, Maryland

Signature

By: _____
Signature

Date Signed: _____

Printed Name

Printed Name

Title: _____

Title: _____

The Maryland Institute for
Emergency Medical Services
Systems

By: _____

Date Signed: _____

Title: _____

Approved as to form and legal sufficiency this _____ day of _____, 2020.

Assistant Attorney General



EMERGENCY SERVICES
Worcester County

BILLY BIRCH
DIRECTOR

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *JEB FOR ISB*
Re: **Proposed** Emergency Number Systems Board (ENSB) project "Mobile Generator"
Date: 8 December 2020

The Department of Emergency Services is seeking authorization to proceed with a proposed project for the procurement of a mobile emergency generator as well as materials and services for the installation of mobile generator docks at three facilities that support the Worcester County 9-1-1 Center. The Department proposes this project via funding from the State of Maryland 9-1-1 Board (formerly the Emergency Numbers Systems Board) and that the procurement be contingent upon full funding approval from that body.

Over the last several years, planned and unplanned outages of fixed emergency generators at critical facilities supporting 9-1-1 have required the rental of towable generator units. These rental generators have come at a substantial cost and typically take a minimum of six hours to arrive in an emergency. At times rental generators have not been available until the following business day. Due to the critical nature of 9-1-1 service, the Department feels that having a mobile generator immediately available for such situations is of substantial benefit.

I am available to answer any questions at your convenience.

Attachments (1)

11 JEB/1

REQUEST FOR PROPOSALS

**PUBLIC SAFETY CRITICAL OPERATIONS
POWER SYSTEMS**

Mobile Emergency Generator

Background

Worcester County, Maryland maintains multiple facilities that are critical to the receipt of 9-1-1 emergency calls and dispatching of emergency response units. These facilities are each equipped with commercial utility service, diesel or propane powered standby generator, and uninterruptable power supplies. Because of unanticipated outage events and extended planned maintenance requirements, Worcester County has had to make extensive use of towable generator units on a rental basis. Due to the geographic location of the County, the time required to obtain and place a rental generator unit in-service for unplanned outages presents an unacceptable risk to the County.

Worcester County operates a primary Public Safety Answering Point located at the Worcester County Government Center and back-up Public Safety Answering Point located at the Worcester County Fire Training Center. Several Secondary Public Safety Answering Points also exist within the county.

Scope of Work

It is the desire of the County for this project to be turnkey in nature and inclusive of project management, design/engineering, installation, permitting and inspection, testing, and training as appropriate. This project shall include the following mandatory components:

1. Delivery of a towable diesel standby generator meeting the specifications contained herein
2. Delivery of appropriate portable power cable
3. Delivery and installation of a mobile generator docking station to support the Worcester County Public Safety Answering Point located at the Worcester County Government Center.
4. Delivery and installation of a mobile generator docking station to support the Worcester County back-up Public Safety Answering Point located at the Worcester County Fire Training Center.
5. Delivery and installation of a mobile generator docking station to support the Worcester County back-up Public Safety Answering Point located in a hardened communications shelter adjacent to the back-up Public Safety Answering Point.

Proposal Delivery

All proposals shall be delivered by **February 15th, 2021 at 2:00pm** to the Worcester County Commissioners ATTN: EMERGENCY POWER PROPOSALS; Room 1103 Government Center, 1 W. Market Street, Snow Hill, MD 21863.

Evaluation & Award

The County reserves the right to evaluate proposals in terms of the County's best interests, applying criteria provided in this RFP and any other criteria the County, in its sole discretion, deems pertinent. Any proposal that does not meet the necessary criteria, or for which a fixed

dollar amount cannot be precisely determined, will be considered non-responsive and may be rejected.

The County reserves the right to choose systems that best fit its current and future needs based on a variety of factors including:

- RFP Compliance
- Experience / References
- Capabilities, Features and Functionality
- Survivability / Fault Tolerance
- Warranty, Maintenance and Support
- Total Cost of Ownership
- Any other factors deemed relevant by the evaluation team

The County may at its sole discretion request additional information and/or a “best and final” offer from some or all Proposers. This will be the Proposer’s only opportunity, if requested by the County, to modify its proposal after the proposal submission deadline. Furthermore, award of contract may be made without discussion with any Proposer after proposals are received. Proposals should therefore be submitted on the most favorable terms.

Contingent on Funding

Potential bidders are advised that this procurement is contingent of funding from other sources. Following an award recommendation to the Worcester County Commissioners, this project will be presented to the State of Maryland 911 Board for funding approval. Any bid award by the Worcester County Commissioners will be contingent upon the approval of funding from that body.

Pre-Bid Meeting & Site Visits

Due to the restrictions associated with COVID-19, a virtual pre-bid meeting will be held **on January 25th, 2021 at 10:00AM**. Prospective bidders wishing to attend the virtual pre-bid meeting should contact Katy Selby, Department of Emergency Services, at kyselby@co.worcester.md.us for an invitation. Questions shall be submitted, in writing, a minimum of four days prior to the pre-bid meeting. Any party wishing to submit a Proposal is encouraged to have appropriate representatives attend this meeting.

Accuracy of Information

Respondents are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of responses, negotiation of contracts, and the subsequent delivery of services pursuant to any contract. The County takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during the selection process, or during the term of any subsequent contract.

Qualifications of Contractor / Sub-Contractor

Any Proposer desiring to use subcontractors must include within their Proposal a list and description of any such qualified subcontractors. Worcester County will require documentation and references to ensure the qualification of a subcontractor. The County will require that a subcontractor cannot be changed without written permission and that any changes in subcontractors will not provide an extension of time to the Contractor.

Site Modifications / Civil Work

Proposers must indicate any special requirements (e.g. architectural, mechanical, electrical, civil or structural modifications) that their equipment may need at any locations that are intended to be utilized in the construction of the system or performance of work as required herein.

The costs for these special requirements shall be disclosed in the Proposal as this is a turnkey project whereby the costs to furnish and install the proposed solution are fixed to the Proposal amount.

Taxes

The County is exempt from all Federal and State taxes. Pricing should reflect same.

Failure to Deliver

In the event of failure of the successful Contractor to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the successful Contractor responsible for any costs stemming from additional purchased and/or administrative services.

Standards and Summary Reference

The Proposer must demonstrate that it has designed, delivered and installed a comparable critical operations power system leveraging towable docked emergency generation equipment. These systems shall be described with enough information that a reasonable determination of project equivalency may be made.

The Proposer shall prepare a Summary Reference Report for a minimum of three (3) installed and fully operational systems that best emulate the system being proposed for Worcester County, and shall submit such report with the Proposal.

The Proposer shall provide a reference to those standards used as design criteria for their proposed system. The Proposer shall describe any exceptions taken to such standards in their design. The following standards shall be, at a minimum, applied to the project and any design exceptions clearly documented:

1. NFPA 30: Flammable and Combustible Liquids
2. NFPA 70: National Electrical Code
3. NFPA 1221: Standard for the installation, maintenance, and use of emergency services communications systems.

4. NFPA 110: Standard for Emergency and Standby Power Systems
5. NHTSA: Requirements for manufacturers of trailers produced for distribution within the US market
6. UL 1008: Standard for transfer switches
7. UL 1650: Standard for portable power cable

Generator Requirements

Due to historic demonstrated performance with the county and for purposes of consistent service, the generator proposed shall be supplied by Cummins Power, Caterpillar, or Kohler.

As delivered and configured, generator shall meet the requirements of NFPA 110 Level 1 Class 24 Type 10 emergency power supply system.

Genset shall have a manufacturer rating of not less than 325kW Prime and 350kW Standby

Genset shall be capable of delivering alternating current as 3 Phase 120/208Y and 1 Phase 120/240.

Engine shall be powered by #2 Diesel fuel

Diesel fuel storage tank shall ideally provide for 24 hours of continuous operation at full load if feasible.

Fuel tank shall be a double wall sub-base tank constructed to meet all local codes and requirements. Fuel tank shall be provided as an integral part of the enclosure. The tank shall meet UL142 standards. A locking fill cap, a mechanical reading fuel level gauge, low fuel level alarm contact shall be provided.

A means of connecting an external fuel tank for extended run-time shall be provided.

Engine shall be equipped with a block heater or other component to permit quick and efficient starting in cold weather conditions.

Genset and engine shall be enclosed in a weatherproof and sound attenuating enclosure

A non-resettable runtime meter shall be provided, indicating accumulative engine runtime. The runtime meter shall provide resolution to 1/10th of an hour and have a five-digit hour display

Unit shall be EPA Tier IV rated

Exhaust pipe shall be equipped with a rain cap

Generator shall be capable of manual start/run operation as well as a quick connection for two-wire starting as supplied from an automatic transfer switch via the docking stations specified herein.

Generator shall be equipped with an emergency shutdown button that is accessible yet protected from accidental actuation.

Battery system shall be 12VDC or 24VDC as specified by the manufacturer

An integrated battery charger / conditioner and battery disconnect switch shall be provided

Generator shall include AC power inlets for conditioning of on-board batteries and block heater.

Connections shall be provided to permit load connections via lugs as well as Camlock connections.

Load connections shall be color coded as black (L1), red (L2), blue (L3), white (N), green (G).

Not less than two 120VAC convenience receptacles of 5-20R or L5-20R shall be provided on the chassis fed by a dedicated circuit independent of the main load circuit breaker.

Lighting, powered by the onboard battery system or tow vehicle connecting harness, shall be provided to illuminate areas of controls and connections for setup and operation in darkness.

Unit shall include a digital controller for generator functions. Controller shall be compliant with NFPA 110 Level 1 operation to include supervision of fault conditions.

Remote monitoring of the generator controller and fault conditions shall be available via a computer based interface making use of cellular technology. The ability to send notifications of operating and fault conditions via SMTP, SNMP, MODBUS or similar protocol is desirable.

Appropriate cautionary labeling shall be provided in hazard areas for high voltage, arc flash, hearing protection and other hazards as required by OSHA or other regulatory bodies.

Generator shall be affixed to a trailer meeting all applicable DOT and NHTSA standards and regulations.

Trailer shall be equipped with a 2-5/16" ball coupler or lunette ring for towing.

Trailer shall be equipped with electric brakes.

Trailer shall be equipped with a SAE J2863 7-pin electrical connector for tow vehicle interconnect

Trailer shall include a storage box capable of housing portable power cable and accessories

A portable fire extinguisher of appropriate size and rating shall be mounted on the trailer.

Example Meeting Specification with properly configured: Kohler CKG430TVM5-325TAD1375VE

Portable Power Cable Requirements

Mobile Generator Load Cable

UL 1650 Portable power cable shall be provided of suitable gauge and count to facilitate connection of the highest load the genset is capable of producing.

The bidder shall consider the load as well as portability and weight for easy handling in specifying the gauge and number of conductors in parallel required.

Cables and/or Camlock connections shall be color coded as black, red, blue, white, and green.

Total cable length shall permit the generator to be located not less than 50' from the docking station.

Portable power cables shall be supplied (SOOW or SJOOW) for the interconnection of generator block heater and battery charging circuits to the mobile docking stations.

A suitable rugged and oil resistant cable shall be provided for interconnection of two-wire auto-start circuit between mobile generator and docking stations.

Example Meeting Specification when properly configured: LEX FE6000-50

Generator Docking Station Requirements

General Requirements

All generator docking stations shall be enclosed in a NEMA 3R or greater enclosure suitable for exterior installation.

A weather resistant access accommodation shall be provided for in-use protection while mobile generator is docked.

Docking stations shall be UL 1008 and UL50 listed as well as 65kAIC rated

Docking station shall provide a means to disconnect the stationary generator and transfer load to a trailer mounted generator.

Camlock connectors shall be color coded as black (L1), red (L2), blue (L3), white (N), green (G).

Where installed at a location with 3 Phase service, a phase rotation monitor shall be incorporated.

Docking station shall include 16 Series Camlok Panel Mounts for use as connection to Portable Generator and Temporary Load Bank

Connections shall include protective flip lids to prevent accidental contact.

Breakers shall be UL 489 Listed and removable for service and maintenance

Docking station shall make use of Kirk-Key or similar interlock

Docking station shall provide a minimum of two 120VAC power connections suitable for connecting block heater and battery conditioner of mobile generator unit.

Docking station shall provide for a two wire auto-start circuit connection for starting mobile generator.

Docking station shall also provide a means to connect a load bank to the stationary generator via Camlock connection while the mobile generator is connected to the load.

Appropriate cautionary labeling shall be provided in hazard areas for high voltage, arc flash, hearing protection and other hazards as required by OSHA or other regulatory bodies.

Example Product: Trystar SBDS Series w/ options as specified

Facility Specific Requirements

Worcester County Government Center

The Worcester County Government Center is houses the primary public safety answering point for Worcester County. The building is uses 3 Phase 120/208Y electrical service and the fixed generator is a Onan/Kohler 450kW diesel unit with a 1200A generator breaker.

Worcester County Fire Training Center

The Worcester County Fire Training Center houses the back-up public safety answering pint for Worcester County. The building utilizes single phase 120/240VAC electrical service and the fixed generator is a Baldor 100kW diesel unit with a 400A generator breaker.

Central Site Tower Building #1 & 2

The Central Site communications site houses the 9-1-1 call handling equipment and telecommunications demarcation for the back-up public safety answering point. Buildings #1 and #2 at this location share the same electrical services and fixed generator. They utilize single phase 120/240VAC electrical service and the fixed generator is a Kohler 60kW LPG unit with a 350A generator breaker.

Acceptance Testing

Bidder shall propose an acceptance test procedure that shall be utilized as part of this project. Successful demonstration of the acceptance testing shall be a condition for final payment.

Minimally the acceptance testing shall include on-site load bank testing of the generator as delivered and demonstration of successful connection to all docking stations delivered under this project to include transfer of load.

Warranty

The supplier shall warranty the engine-generator and all accessories and components for no less than two years from the date of delivery and acceptance. In addition, the manufacturer of the engine-generator, if other than the supplier, shall also warranty the engine-generator, and typical accessories supplied by same manufacturer, for a minimum of two years. Standard warranty shall include repair parts, labor, reasonable travel expense necessary for repairs on-site within Worcester County, and expendables (lubricating oil, filters, antifreeze, and other service items made unusable by the defect) used during the course of repair. Warranty shall be for any parts or service needed to be replaced or adjusted, other than normal service as identified in the Owner's manual (which shall include oil and tire changes) for the entire warranty period.

Service Facility

The engine-generator supplier shall maintain 24-hour parts and service capability within 150 miles of Worcester County. The distributor shall stock parts as needed to support the generator set package for the generator assembly provided. The supplier must carry sufficient inventory to cover no less than 80% of parts service and be able to have such inventory shipped to the local service center within 24 hours and 95% of parts shipped and delivered within 48 hours.

The supplier shall maintain qualified factory-trained service personnel at its local service facility.

BID FORM

Mobile Emergency Generator

I/we have reviewed the specifications and provisions for furnishing One (1) Towable Generator and (3) Generator Docking Stations and understand said requirements as described within the Request for Proposals. I/we hereby propose to furnish the equipment as specified.

Total bid price: _____ Inclusive of delivery, labor, and permitting.

The product will be delivered within _____ calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

SUBMITTAL DETAIL

Generator:

Make: _____ Model: _____

Manufacturer Rated KW: _____ Runtime (full load): _____

Trailer Titled GVWR: _____ Braking System: _____

Meets NFPA 110 Level 1: _____ Remote Monitoring: _____

Engine-generator bid submittal shall include the following as minimum attachments:

- a) Location of nearest engine-generator manufacturer's service and parts center.
- b) Factory-published specification sheet.
- c) Manufacturer's catalog cut sheets for all auxiliary components such as battery charger, control panel, enclosure, governor, voltage regulator, circuit breakers, etc.
- d) Dimensional elevation and layout drawings of the proposed generator set, enclosure, and related accessories.
- e) Estimated weight (dry and with fluids and fuel)
- f) Factory information for the trailer unit.
- g) Catalog cut sheet on the fuel tank, showing dimensions and materials of manufacturer.
- h) Engine mechanical data, including heat rejection, exhaust gas flows, combustion air and ventilation flows, fuel consumption, etc.
- i) Generator electrical data including temperature and insulation data, cooling requirements, voltage regulation, efficiencies, waveform distortion, etc.
- j) Manufacturer's written warranty.

Docking Station #1:

Make: _____ Model: _____

Docking Station #2:

Make: _____ Model: _____

Docking Station #3:

Make: _____ Model: _____

Docking Station bid submittal shall include the following as minimum attachments:

- a) Factory-published specification sheet to include proposed options.
- b) Electrical line drawing showing proposed installation for each site.
- c) Detail of proposed installation location and method such as wall or pad mount.

References:

1	2	3	4	5	6	7	8
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EMERGENCY SERVICES

BILLY BIRCH
DIRECTOR

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Bid Request – Air Purifying Respirators

Date: 28 December 2020

The Department of Emergency Services is seeking authorization to release a Request for Proposals for the procurement of Air Purifying Respirators. These respirators will be utilized to support emergency responders, particularly law enforcement, when they are required to operate in contaminated environments. Existing Air Purifying Respirators within Worcester County were purchased in approxamitly 2005 and have exceeded their service life. This project will be funded through earmarked homeland security grant funding in the amount of approxamitly \$24,000.

I am available to answer any questions at your convenience.

Attachments (1)

//JEH//

BID FORM

Air Purifying Respirators

I/we have reviewed the specifications and provisions for furnishing Public Safety Air Purifying Respirators and understand said requirements. I/we hereby propose to furnish the equipment as specified:

Make: _____ Model: _____

Per unit price (kit): _____

Per unit price (Mask only): _____

Per unit price (Riot Canister): _____

Per unit price (CBRN Canister): _____

Per unit price (Eyeglass Insert): _____

Per unit price (Voice Amplifier): _____

The product will be delivered within _____ calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

INSTRUCTIONS TO BIDDERS**1. BIDS**

Bids should be submitted in sealed envelope(s) clearly marked in the lower left-hand corner "APR". Bids received after the bid deadline as specified in the Notice to Bidders will not be considered

2. BID FORMS

Bids are to be submitted on forms provided in this package. Bid forms are to be completed in their entirety and all requested information provided. Where indicated, bids are to be signed by an individual authorized by the bidding company. Incomplete or unsigned bid forms are cause for rejection of the bid.

3. TAXES

The County is exempt from all Federal and State taxes. Your prices should reflect same.

4. PRODUCT SAMPLES

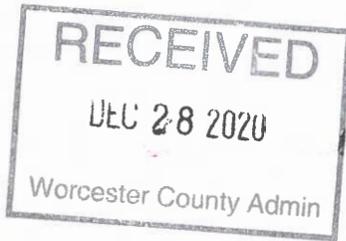
Proposers are advised that product samples must be provided as part of the proposal review to be used for testing and evaluation (T&E) purposes. Product samples shall include at a minimum, (1) Facepiece – Size Small, (3) Facepieces – Size Medium, (1) Facepiece – Size Large, (3) of each canister/cartridge proposed, and (1) Voice Amplification Unit. T&E will include evaluation of fitment with various forms of PPE, suitability for use with various weapons platforms, and general fitment and comfort among other factors.

5. VOLUME OF PURCHASE

The exact quantity of purchase under this procurement is yet to be determined. It is estimated that between 100-200 APRs and 500-750 canisters will be purchased over the next five years however no assurance of volume is made.

SPECIFICATIONS**General**

1. APRs proposed under this procurement shall be suitable for multi-role use including:
 - a. Law Enforcement
 - b. Hazardous Materials
 - c. Fire/Rescue
 - d. Emergency Medical Services
 - e. Industrial
2. APRs delivered under this procurement must be NIOSH Approved CBRN Air Purifying Respirators meeting NIOSH Gasmask Approval Schedule TC-14G when equipped with the CBRN canister / cartridge described herein. A copy of the NIOSH certification shall be included as part of bid submittal.
3. It is desired that the APR facemasks delivered under this procurement support the following options and attachments:
 - a. Multiple canister and cartridge options as described herein
 - b. Prescription eyeglass insert
 - c. Voice amplification unit
 - d. Radio communications port
4. While not a strict requirement of this procurement, proposers are encouraged to provide information if the products proposed have the capability of adapting to the following modes of operation with additional accessories:
 - a. Powered Air Purifying Respirator (PAPR)
 - b. Self-Contained Breathing Apparatus (SCBA)
5. The facemask shall support the attachment of a standard 40mm NATO cartridge or canister (STANAG 4155)
6. Canisters / Cartridges, equipped with the 40mm NATO thread, shall be available to meet the following protection objectives:
 - a. Chemical, Biological, Radiological, Nuclear – NIOSH Certified
 - b. P100 – NIOSH Certified
 - c. Riot Control Agent (CS/CN/OC)
7. Materials shall be available for purchase in the following purchase scenarios:
 - a. Mask only
 - b. Canister/Cartridge Only
 - c. Tactical Responder Kit containing:
 - i. (1) Mask
 - ii. (1) Riot Canister
 - iii. (1) CBRN Canister
 - iv. (1) Pouch to hold kit contents suitable for belt or MOLLE attachment



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: 911 Board Grant – Dispatch Protocols

Date: 25 December 2020

The Department of Emergency Services is seeking authorization to proceed with acceptance of a grant from the State of Maryland 9-1-1 Board in the amount of \$185,650 for the purchase of protocol licensing supporting 9-1-1 calltaking and procurement of same. These protocols will support compliance with state law ensuring proper call screening for additional positions at the Worcester County primary 9-1-1 Center, Back-up 9-1-1 Center, and Secondary Public Safety Answering Points within Worcester County.

I am available to answer any questions at your convenience.

Attachments (2)

//JEH//

MARYLAND 9-1-1 BOARD

**REQUEST FOR PROJECT FUNDING
FROM MARYLAND'S 9-1-1 TRUST FUND**

Revised 10-1-2020



Funding requests can only be made through the PSAP Director or 9-1-1 Administrator of the affected county or Baltimore City. Funding requests should be received no later than two weeks before the Board Meeting at which the request will be presented.

Items The Trust Fund Does Not Fund

- Funding that does not directly relate to answering and processing 9-1-1 calls
- Personnel salary or overtime costs
- Computer Aided Dispatch (CAD) Systems (Only interfaces)
- Public-Safety Radio Communications Systems
- Other equipment associated with police, fire, or EMS personnel "responding" to requests for emergency service

Total Funding Request: 180,400.00

Date: 11-09-2020

County: Worcester

DESCRIBE PROJECT FUNDING REQUEST

1. Describe the Nature of the Improvement/Enhancement/Replacement Being Requested:

Worcester County has 7 EMD/EFD/EPD licenses to cover 16 positions (both main and back-up). Ocean City dispatch has 6 EMD-only licenses to cover 14 positions. MSP-Berlin, Berlin PD and Ocean Pines PD do not currently use protocols.

In order to maximize capabilities, it is our intent to add enough licenses so we can staff every 911 capable position at one time. That will entail adding 4 full EMD/EFD/EPD licenses and 5 back-up EMD/EFD/EPD licenses. This will allow us to staff the back-up center in addition to the main center in extreme situations and is a step towards allowing our back-up center to function as a back-up to Ocean City as well.

In order to ensure that all 911 calls are processed using a standards-based protocol, we are also asking for 6 EFD/EPD licenses for Ocean City to round out their 6 EMD-only positions, add 1 full EMD/EFD/EPD licenses and 7 back-up EMD/EFD/EPD licenses. This will allow for them to man every position in extreme situations and allow them to act as a tertiary back-up for Worcester dispatch.

In order to ensure that all 911 calls are processed using a standards-based protocol by our police-only secondary PSAPs, we are asking for EPD-only licensing for MSP-Berlin (1 license), Berlin PD (1 license) and Ocean Pines PD (2 licenses).

Attach Additional Pages as Necessary

PROJECT INFORMATION - CONTINUED

2. Was this request for funding included in your agency's "3-Year Funding Plan" requested by the Board? Yes No

If no, describe why this request is not part of your "3-Year Funding Plan".

This came about due to recent legislative changes.

3. Did you meet all requirements of your County's procurement regulations? Yes No

Describe your procurement process:

Describe the process that was utilized in selecting a vendor to provide and/or support this project. Select one of the following choices.

- Sole source (new)
- Sole source (existing)
- Competitive bid process (new)
- Competitive bid process (existing) [Click or tap here to enter text.](#)
- Other [Click or tap here to enter text.](#)

4. If this project involves using, updating, enhancing or in any way integrating with the overall 9-1-1 ecosystem, does this project meet or contribute to meeting the Cybersecurity Standards set forth by the Board.

Yes No

Note: Be prepared to discuss your answer when presenting this project to the Board.

5. Is this part of a larger program of improvement for the PSAP? (Describe)

Once the licenses or obtained and training provided, this project will allow for another layer of redundancy and allows for every 911 call in the County to be processed using a standards-based protocol.

6. When do you anticipate the start and completion of your project or purchase (provide a project "time-line" from start to completion)?

Within 2 weeks after approval, the project will be put before our commissioners for final approval. At that time we can place the order for the licenses. Upon receipt, they can be installed and as long as training is provided, should be put into operation. Our goal would be within 2 months.

7. Are you requesting this project be heard in closed session? Yes No

Reason: Public Security Procurement

Explain:

*** IMPORTANT ***

Please attach supporting documents (including pricing) of the items (be as detailed as possible) that are part of your project-funding request.

AUTHORIZATION TO REQUEST ENSB FUNDING

Agency point of contact:

Name: Timothy E Cooke

Phone: 410-672-3050

Agency Name: Worcester County Dept. of Emergency Services

Mailing Address: 1 W. Market St. Room 1002

City: Snow Hill

Zip Code: 21863

Applicant certifies that, to the best of their knowledge and belief, the data in this application is true and accurate, the document has been duly authorized by the applying agency, and the applicant and agency will comply with the guidelines established if the application is approved.

PSAP Director/911 Administrator: Timothy E Cooke

Title or Position: Communications Center Manager

Signature: [Handwritten Signature]

Date Signed: 11/09/2020

MAIL TO:

Emergency Number Systems Board
300 E. Joppa Road – Suite 1000
Towson, Maryland 21286

Phone: 410-339-6383 Fax: 410-339-6309

EMERGENCY NUMBER SYSTEMS BOARD USE ONLY

Action taken: Reviewed by Executive Director
 Approved
 Returned for amendment
 Disapproved

Action date: _____



110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: John Grisevich

Phone: (800) 363-9127

Direct: Ext. 229

Email: john.grisevich@prioritydispatch.net

Agency:

Worcester County Emergency Services

Agency ID#:

5127

Quote #:

Q-52871

Date:

11/9/2020

Offer Valid Through:

1/21/2021

Payment Terms

Net 30

Currency:

USD

Bill To:

Worcester County Emergency Services
Emergency Number Systems Board
300 E Joppa Road Ste 1000
Townson, Maryland 21286-3068
United States

Ship To:

Worcester County Emergency Services
1 W MARKET ST RM 1002

Snow Hill, Maryland 21863-1193
United States

Product	Qty	Amount
ProQA Medical/Fire/Police Software Licenses Automated calltaking software. Worcester County	4	USD 48,000.00
AQUA Case Review Software for EMD/EFD/EPD Quality Assurance (case review) software base engine and discipline module. Worcester County	1	USD 5,250.00
ProQA Medical/Fire/Police Backup Software Licenses Offsite, backup location software. Worcester County	5	USD 12,000.00
ProQA Medical/Fire/Police Training Software Licenses Training, non-live calltaking software. Worcester County	1	USD 6,000.00
ProQA Medical/Fire/Police Software Licenses Automated calltaking software. Ocean City	1	USD 12,000.00
ProQA Medical/Fire/Police Backup Software Licenses Offsite, backup location software. Ocean City	7	USD 16,800.00

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



Product	Qty	Amount
ProQA Fire/Police Software Licenses Automated calltaking software. Ocean City	6	USD 48,000.00
ProQA Police Software Licenses Automated calltaking software. Berlin PD	1	USD 4,000.00
ProQA Police Software Licenses Automated calltaking software. Ocean Pines PD	2	USD 8,000.00
ProQA Police Software Licenses Automated calltaking software MSP Berlin	1	USD 4,000.00
Priority Dispatch System ESP (P) M/F/P System License Renewal, Service & Support	6	USD 21,600.00

Subtotal	USD 185,650.00
Estimated Tax	
Total	USD 185,650.00

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

TERMS AND CONDITIONS

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

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



Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: December 4, 2020
SUBJECT: Bid Request – Farming Lease – Newark Spray Site

DIVISIONS

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

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

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

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

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

.....
As a part of the Newark Spray Irrigation Project, it is necessary to harvest crops from the spray field that would “remove” the nutrients from the site. Attached for your review and approval are bid documents including the Notice to Bidders, Specifications with Exhibits and Bid Form for leasing of farming rights on the Newark Spray Field. This bid will result in entering into a lease agreement for farming rights on the Newark Spray Field.

We are requesting that the Commissioners authorize the Department to proceed with bidding the proposed lease.

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

Attachments

Cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

NOTICE TO BIDDERS**ATTENTION FARMERS****Request for Bids****Farming Privileges – Newark Spray Irrigation Site
Worcester County, Maryland**

NOTICE IS HEREBY GIVEN that the County Commissioners of Worcester County, Maryland will accept sealed bids for a farm lease for a period commencing March 1, 2021 and expiring December 31, 2026 on the Newark Spray Irrigation Site, located at 8677 Newark Road, Newark, MD 21841. The site includes 2 parcels containing a total of 42.93 acres, 22 acres of which are irrigated using treatment plant effluent.

All bids must be in writing, upon forms which may be picked up at the Office of the County Commissioners, Government Center - Room 1103, One West Market Street, Snow Hill, Maryland

21863 or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

Forms may also be downloaded from the County Website, www.co.worcester.md.us . **Sealed bid proposals will be accepted until 1:00 PM, Monday, January 25, 2021** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Farming Bid**" in the lower left-hand corner.

After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering any factors they deem appropriate. All inquiries shall be directed to John S. Ross, P.E. Deputy Director of Public Works at 410-641-5251 X-2412 or by email at jross@co.worcester.md.us .

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
WATER AND WASTEWATER DIVISIONNOTICE TO FARMERS

The County Commissioners of Worcester County through the Department of Public Works, Water and Wastewater Division, are accepting sealed bids for farming privileges for the years 2021 through 2026 on the County owned properties used for effluent disposal from the Newark Wastewater Treatment Plant.

The property is located as follows:

Address: 8677 Newark Road
Newark, MD 21841

Map and Parcel – Tax Map 40 Parcels 72 and 194, 40.93 Acres and 2.0 Acres respectively.

General Description: The Worcester County Department of Public Works, Water and Wastewater Division operates the Wastewater Treatment Plant (the plant) serving the Newark Sanitary Service Area. As a part of that operation, treated effluent from the plant is pumped to the properties identified above for final disposal by spray irrigation.

Attached to this notice are the following:

- Exhibit 1 – Spray Site Planning Map (Spray Site Location)
- Exhibit 2 - Spray Site Monitoring System

In preparing the bid, farmers are to consider the following:

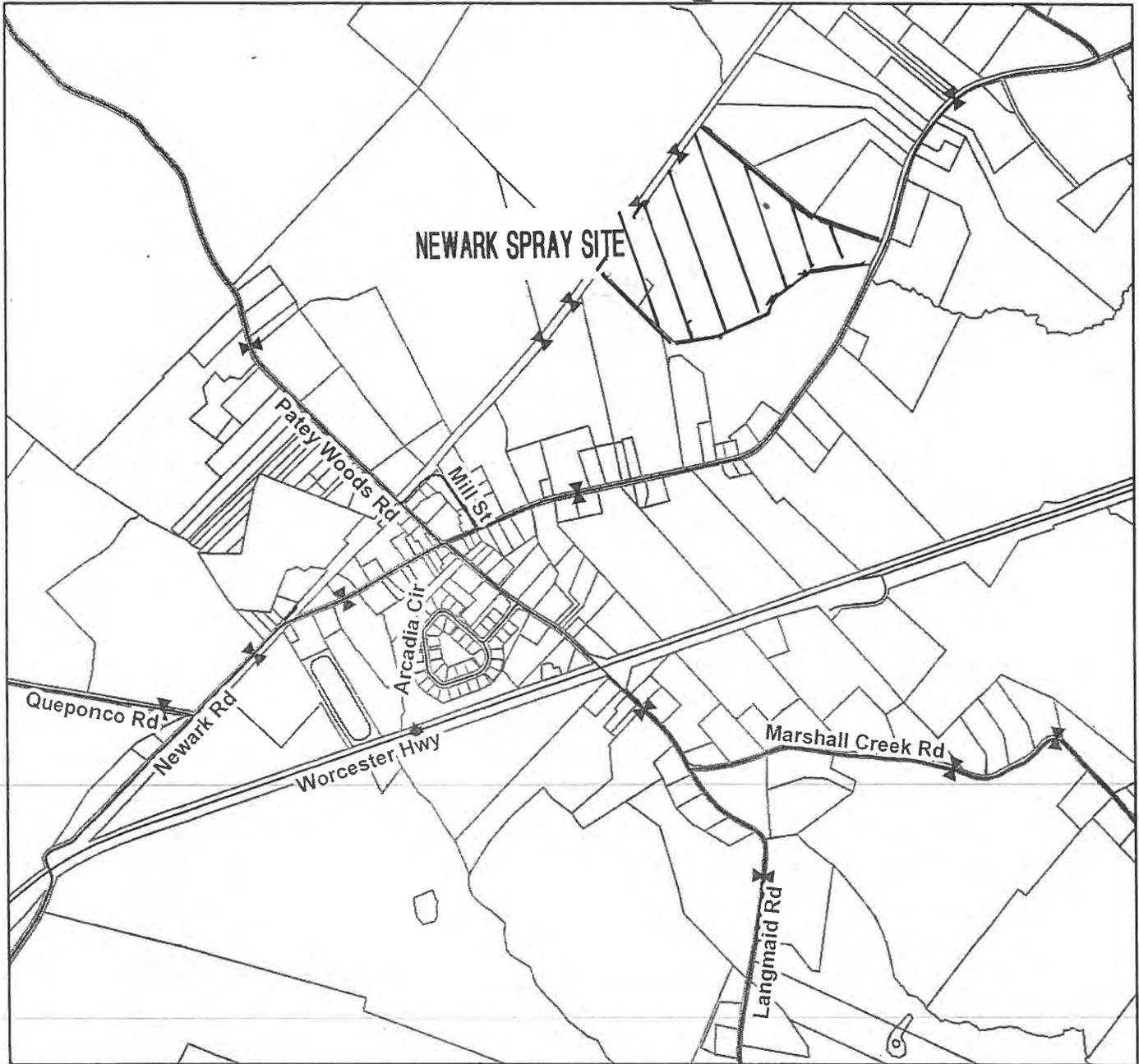
1. The site is an active spray irrigation site. Effluent is sprayed using a center pivot type spray system.
2. The site has six (6) active groundwater monitoring wells and five (5) piezometers for monitoring groundwater quality and elevation as shown on Exhibit 2. These are flagged at the site and must remain active. They are to be protected during farming activities. Access must be maintained to these monitoring facilities at all times.
3. Farmers shall note – Although the site is listed at 42.93 acres, effluent spraying is limited to an area of approximately 22 Acres to allow for required regulatory setbacks.
4. The successful farmer shall coordinate harvesting of the spray field with the plant personnel so that discharging to the spray field can be paused for the farming operations. The plant discharge can be paused for up to four (4) weeks to allow the field to dry and be harvested. It is important that these activities be coordinated with the plant operators in advance to be sure the storage levels are fully available during the harvesting period.
5. Spraying from the plant is not permitted between December 16 and February 28.
6. The lease shall be for farming privileges only and not include hunting or any other privileges. The lease shall have no automatic right of renewal and shall terminate on December 31, 2026 unless extensions are negotiated.

7. The tenant shall exercise sound and accepted agricultural practices. In the event tenant fails to do so, the Commissioners may terminate the lease without further liability. The following conditions apply to this lease.
 - a. Prior to farming, the site must be tilled to assist in application if irrigation water
 - b. Crops to be planted to assist in nutrient uptake include Soybeans with a winter cover crop or hay/straw harvested a minimum of 3 times annually.
8. Lease payments are due in full, annually on March 1 of each lease year.

Sealed bids must be received in the Office of the County Commissioners not later than 1:00 p.m. on Monday, January 25, 2021 at which time they will be opened and read aloud. Each bid shall be contained in a sealed envelope which should be marked "Farm Bid". All bids and leases entered into as a result of the acceptance of a bid shall be upon the following terms and conditions.

1. The County Commissioners reserve the right to reject any or all bids.
2. The information provided on the size of the site is from available published data, farmers shall satisfy themselves as to final site availability and the amount of crops able to be harvested.
3. The County Commissioners may accept any bid of their choosing which they deem most beneficial to the County regardless of the face amount of the bid.
4. The Commissioners reserve the right at any time during the term of the lease to terminate the lease in whole or in part if the property is needed for County purposes. In the event of termination by the Commissioners, the value of standing crops, if any, shall be subject to negotiation between the Commissioners and the farmer.
5. All bids shall be on forms provided by the Commissioners which are available on the County website, www.co.worcester.md.us. Forms may also be obtained by contacting the Office of the County Commissioners, Government Center - Room 1103, One W. Market Street, Snow Hill, MD 21863 or calling (410) 632-1194.

Exhibit 1 Newark Planning Area



Date: 12/29/2015



This map provided courtesy of Worcester County, Md. The information depicted on this map is not official and is not to be used for excavation, construction or regulatory purposes. The information provided may not reflect current conditions and should be verified before making important or critical decisions.

The user of this map agrees to hold harmless Worcester County, Md. and Spatial Systems Associates, Inc. for any errors or omissions contained within the mapping system.

Farming Privileges Bid

Newark Spray Irrigation Site

ALL BIDS MADE IN ACCORDANCE WITH THE NOTICE TO FARMERS

Name of Bidder (print): _____

Address: _____

Telephone Number: _____

Email Address: _____

Signature of Bidder: _____

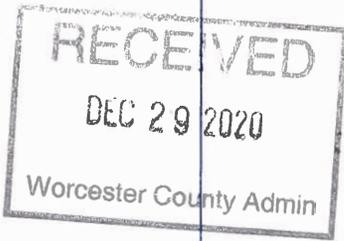
Amount of Bid (total per year):

2021 _____ 2024 _____

2022 _____ 2025 _____

2023 _____ 2026 _____

All bidders acknowledge that they have read and understand the Notice to Farmers soliciting this bid and agree that this bid may not be withdrawn for a period of 10 days after its submission. The bid shall be placed in a sealed envelope with "FARM BID" to be written on the outside of the envelope. The bids should be received in the Office of the County Commissioners, Government Center- Room 1103, One W. Market Street, Snow Hill, MD 21863 by 1:00 p.m. on Monday, January 25, 2021. All questions should be directed to John S. Ross, P.E., Deputy Director of Public Works, 410-641-5251 X 2412 or emailed to: jross@co.worcester.md.us



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

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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 S. Ross, P.E., Deputy Director of Public Works
DATE: December 28, 2020
SUBJECT: West Ocean City Pump Station Rehabilitation Project
Construction Administration and Inspection

Attached is a proposal from EA Engineering, Science and Technology (EA) for engineering services during the bidding, contract award and construction phase of the West Ocean City Pump Station Rehabilitation Project. The cost for these tasks are broken down as follows:

Task	Cost
1. Bidding Phase and Construction Admin Services	\$14,716.82
2. Construction Inspection	\$6,693.36
Total	\$21,410.18

EA is the design engineer for the project and has completed similar work on numerous projects. They are currently working on these types of services for the Newark Spray Irrigation Project and for Ocean Pines Pump Stations S and P rehabilitation.

We are requesting approval to move forward with these tasks

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

Attachment

cc: John H. Tustin, P.E., Director
Michelle Carmean, Enterprise Fund Controller



EA Engineering, Science,
and Technology, Inc., PBC

11200 Racetrack Road Unit 101A
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

October 21, 2020

Mr. John Ross, P.E.
Deputy Director of Public Works
Worcester County Department of Public Works
Water and Wastewater Division
1000 Shore Lane
Berlin, Maryland 21811

**Subject: Pump Stations 2 Through 5 Electrical Upgrades
Proposal for Bid Phase, Construction Administration, and Inspection Services
EA Proposal No. 0791406B**

Dear Mr. Ross:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Worcester County Department of Public Works (County) to provide bid phase services, construction administration, and inspection services for the Pump Stations 2 through 5 Electrical Upgrades project.

Scope of Work—EA will provide construction administration, construction inspection and engineering services during the construction of the Pump Stations 2 through 5 Electrical Upgrades. A detailed scope of work is presented in Attachment A.

Fee—EA proposes to complete the work detailed herein under a time and materials basis. The cost breakdown per task is included in Attachment A. A summary of the labor hours and cost for the work is presented in Attachment B. The work described under this proposal will be performed as a modification to EA's project number 1060942 and our contract with Worcester County dated March 30, 2020.

We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. To accept this modification proposal, please sign this letter in the space provided on page 2 below. If you have any questions or require additional information, please contact me at (410) 641-5341.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'D. Kolar', is written over a light blue horizontal line.

Darl Kolar, P.E., BCEE
Project Manager



ACCEPTANCE: I have reviewed and understand the information contained in this proposal, and by my signature below, provide authorization to proceed with the work defined herein.

Signature

Date

John Ross, P.E. – Deputy Director of Public Works

Worcester County Department of Public Works

Name and Title (printed or typed)

Client Name (printed or typed)

410-641-5251 Ext. 2412

443-783-0032

Phone Number

Cell Number

cc: Mark Gutberlet, P.E. – EA
Danie Yue, P.E. - EA



Pump Stations 2 through 5 Electrical Upgrades
 Bid Phase, Construction Administration, and Inspection Services
 October 21, 2020, Proposal No. 0791406B

ATTACHMENT A
SCOPE OF WORK FOR
BID PHASE, CONSTRUCTION ADMINISTRATION, AND INSPECTION SERVICES
WORCESTER COUNTY PUMP STATIONS 2 THROUGH 5 ELECTRICAL UPGRADES

This Scope of Work (SOW) describes the tasks necessary construction administration, construction inspection and engineering support services for the construction of the Pump Stations 2 through 5 Electrical Upgrades. The project to be constructed is as described in the plans and specifications (Contract Documents) prepared by EA Engineering, Science, and Technology Inc., PBC (EA) in October 2020.

The oversight is required to ensure that the work performed by the Contractor is in conformance with the approved Contract Documents along with assuring proper documentation and records are maintained. EA understands that the construction of the Pump Stations 2 through 5 Electrical Upgrades is funded through the bonding currently in place for various water and wastewater improvements for the County.

This proposal includes effort in assisting the County during the construction phase, providing construction administration and construction inspection services. The SOW is divided into two tasks; Task 1 – Bid Phase and Construction Administration and Task 2 - Construction Inspection.

Task 2: Bid Phase and Construction Administration

Bid Phase Services

EA will prepare the Notice to Contractors for the County to advertise for Construction. EA will schedule, coordinate and attend a pre-bid conference, respond to bidders' questions, and prepare meeting minutes for the County and distribute to purchased plan holders. EA will prepare addenda to the bidding documents in response to applicable questions or issues raised at the pre-bid conference.

During the bidding phase, EA will respond to written questions received from the County which will be incorporated into the Bid Documents by Addenda for distribution by the County. EA will consult with and advise the County as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work in which such acceptability is required by the Bidding Documents.

Following the receipt of bids, EA will prepare a tabulation of bids received. EA will review all bids and provide a recommendation to the County for contract award.

Task 2 Assumptions:

- EA's Project Manager and Electrical Engineer attend the pre-bid meeting



Construction Administration

Construction Administrative services is a critical component during construction to assure construction is progressing according to schedule, proper documentation is maintained for Contractor and County correspondences and the work is performed in accordance with the Contract Documents. For the duration of construction, EA will actively track, process, and manage the flow of the documents from the Contractor, County and the Contractor, including Requests for Information (RFI), Submittals, Correspondences, Meeting Minutes, Change Order (CO) requests, Shop Drawing/Submittals, Material Test Reports, and other project related items. EA will continually track the Contractor's progress through the implementation of monthly construction progress meetings and review of the construction schedule. Further, EA will coordinate and manage the project meetings including pre-construction, progress, substantial completion and final walkthrough meetings. EA will also support the County in the resolution of field variations, prepare non-compliance reports for unsatisfactory work and track the resolution. The following is a detailed approach relating to pre-construction services, project meetings, shop drawing/submittals, CO/RFI's and project closeout.

Pre-Construction Services – Following Notice of Award and Notice to Proceed, EA will coordinate pre-construction activities including regulatory agency coordination, review of proposed construction schedule and schedule of values, and coordinate a pre-construction meeting. In accordance with the Contract Documents, the Contractor shall submit an estimated Construction Schedule and proposed Schedule of Values. EA will review each of these for completeness and provide to the County for review and comment. Further, a pre-construction meeting will be held with the County, EA and the Contractor. The intent of the pre-construction meeting will be to go over the critical components of the Contract Documents, schedule, and general construction communication and progression. The pre-construction meeting will be conducted in accordance with the scope of work detailed under the project meetings item below.

Project Meetings – EA will coordinate and manage a pre-construction meeting, three monthly progress meetings and final inspection meetings. EA will be responsible for preparing the meeting minutes and presiding at these meetings. The progress meetings will include the distribution of minutes to all attendees and appropriate parties. The minutes will track unresolved items and new issues until their final resolution. EA's Project Manager will chair and distribute meeting minutes from monthly progress meetings, regularly visit the site and coordinate with the County. Further, EA will provide updates on project status, foreseeable delays or difficulties, and the anticipated completion date. EA will also attend a pre-final walk through with the County and a representative of the Contractor, upon request for substantial completion of the work, to conduct a pre-final site inspection of the construction. EA will prepare a punch list for remaining items, track and complete a final construction walk-through. EA will then proceed with the project closeout requirements as detailed below under this task.

Shop Drawing/Submittal Review - EA will review material submittals, test results, and shop drawings provided by the Contractor. EA will review submittals for conformance to the Contract Documents, maintain a submittal log, and provide an engineering stamp on submittals with status of the review. It is assumed that electronic copies will be provided by the Contractor. EA will copy the County on "approved" or "approved as noted" submittals. EA assumes the Contractor will follow submittal



procedures outlined the specifications, not require excessive instructions, and no more than two re-submittals will be required for any of the shop drawings

Payment Applications – EA will review and assist with resolving any discrepancies in the Contractor’s payment requests and submit the partial payment request with recommendations and supporting documentation to the County for processing.

CO/RFIs – EA will assist the County in the negotiation and review of CO requests resulting from variations in the site conditions or discrepancies in the Contract Documents. This will be performed by processing and managing the flow of the distribution of CO requests and RFIs. EA will organize and maintain an up to date information system that will track the status and approval of shop drawing submittals, RFIs, construction records, quantities, payment schedules, samples, inspection records, and project schedules.

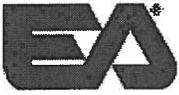
Project Closeout – EA will assist the County with closing out the project in accordance with the County procurement requirements. Following the completion of construction, EA’s Construction Manager will assist the County with the coordination of a walk-through inspection to compile a final “punch list” of items remaining to be completed for the County for review and assist with the preparation of a Certificate of Substantial Completion. EA will track punch list items until completion. Concurrently with tracking punch list items, EA will coordinate the Contractor’s closeout documents including release of liens and performance and material/product warranties. Following the concurrence that the punch list items have been completed to the County’s satisfaction, EA will prepare a final acceptance request for the County. Required affidavits, guarantees, manuals, keys, record drawings, spare parts, etc. will be collected and transferred to the County at the completion of the project.

Task 1 Assumptions:

- The Project Manager will issue meeting minutes and attend one pre-construction meeting and eight progress meetings on site.
- CO requests, RFIs will be reviewed by EA and recommendations will be provided to the County.
- A RFI and CO log will be maintained by EA.
- The Contractor will prepare and maintain an up- to-date construction schedule and record drawings.
- EA assumes that submittals will be limited to two submissions (original and resubmittal) each.
- Partial payment applications will be reviewed by EA for quantity accuracy in the field with the Contractor then forwarded to the County for approval and procurement.

Task 2: Construction Inspection

It is important that sufficient and proper oversight and inspection controls are in place during construction activities to monitor Contractor activities. EA will provide a qualified Construction Inspector during construction of the Pump Stations 2 through 5 Electrical Upgrades project on an as-needed basis. The contract duration of the project is 90 Days (~12 weeks) to obtain substantial completion. If construction activities are minor, weather impacts or other activities do not require inspection staff, EA will consult



with the County to determine if on-site time is necessary. The primary goal of the construction inspection task is to monitor Contractor's activities to ensure that the work is being performed in accordance with the Contract Documents and to provide necessary project documentation.

Proper documentation of construction activities and correspondence provides protection for the County to assure that construction is in conformance with the Contract Documents. EA will provide a Construction Inspector for the duration of construction. The Construction Inspector utilized will be competent and experienced in the area of construction oversight of sewer, earthwork, mechanical and electrical components, force main installation, and associated field activities. The Construction Inspector will serve as the "eyes and ears" for the County throughout these activities. Specifically, EA's Construction Inspector will provide the following services:

- Attend pre-construction meeting, progress meetings, pre-final and final walkthroughs
- Track and monitor construction cost and quantities to validate the Contractors partial payment requests.
- Maintain a log of materials delivered to the site and the progress of daily work activities for use in the review of progress payment applications submitted to the County by the Contractor.
- Track and review submittals (i.e., surveys, shop drawings, cut sheets, samples, test results, etc.).
- Prepare inspection reports of Contractor activities when visiting the job site, including weather conditions, data relative to questions of extras or deductions: material and equipment deliveries and subsequent installation, personnel and equipment working at the site, visitors to the site and all testing procedure and results if available.
- Conduct as-needed inspections of on-going work for quality control and maintain a photographic record. All photographs will be digital and dated. The photos album will be maintained and provided to the County at the conclusion of the work electronically on a CD/DVD.
- Provide inspection and record keeping for extra work being performed on a time-and-materials basis by the Contractor.
- Maintain a copy of the shop drawings on-site.
- Verify QC activities are being carried out per the Contract Documents (materials sampling, testing, survey)
- Oversee that field conformance tests will be conducted in accordance with the specifications and compared to the required values. Should discrepancies exist, EA will recommend to the County that the Contractor correct these discrepancies.

Task 2 Assumptions:

- Construction inspection will be completed on a time and material basis and this proposal includes effort up to 50 hours for an onsite Senior Construction Inspector. When work is not being completed for weather or holidays, EA will not utilize inspection effort hours.
- EA's Construction Inspector is not responsible for managing or directing the Contractor and/or the Contractor's schedule and the Contractor will prepare and maintain an up to date schedule.
- EA is not responsible for the Contractor's means or methods or safety for completing the work.
- Construction Inspection may be supplemented by a qualified engineer should the named construction manager require temporary time away from the site.



Pump Stations 2 through 5 Electrical Upgrades
Bid Phase, Construction Administration, and Inspection Services
October 21, 2020, Proposal No. 0791406B

COSTS

Costs are shown on the attached tables to be performed on a time and materials basis and summarized below. Rates for the inspection staff are on an hourly basis and staff proposed does not receive a premium for more than 40 hrs of work per week. The following is a breakdown of time and material costs per task.

Task 1. Bid Phase Services Construction Administration	\$ 14,716.82
<u>Task 2. Construction Inspection</u>	<u>\$ 6,693.36</u>
TOTAL	\$ 21,410.18

**Attachment B-1
Cost Estimate
Worcester County - Pump Stations 2 Through 5 Electrical Upgrades
Bid Phase, Construction Administration, and Inspection Services
October 2020**

Total Task 1 Through 2

EA Labor *(Refer to details in Attachment B-2)	Hours		Rate		Effort	Anticipated Staff
Senior Project Technical Reviewer	0		\$ 82.58	\$	-	Sam Davis
Project Manager	20		\$ 74.44	\$	1,488.80	Darl Kolar
Construction Inspector/Manager	50		\$ 47.10	\$	2,355.00	Barry Brooks
Designer	9		\$ 35.16	\$	316.44	Neil Hollowell
Electrical Engineer	51		\$ 63.41	\$	3,233.91	Dan Yue
Senior Technical Writer	0		\$ 49.75	\$	-	Janet Earickson

<i>Total Personnel Effort</i>	130				\$7,394.15	
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<i>Total Personnel Effort With Overhead and Profit</i>					\$20,703.62	
--	--	--	--	--	--------------------	--

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 200.00	\$	-	
Mobile Phone	0	minute	\$ 0.12	\$	-	
Digital Camera	0	ls	\$ 200.00	\$	-	
Drawing Reproduction	0	sheets	\$ 4.00	\$	-	
Copies	0	pgs	\$ 0.06	\$	-	
Color Copies	0	sheets	\$ 0.13	\$	-	
3-inch Binder Report	0	ea	\$ 62.34	\$	-	
Postage	0	ls	\$ 300.00	\$	-	
Truck	0	days	\$ 59.00	\$	-	
Truck mileage	0	miles	\$ 0.28	\$	-	
Mileage	1024	miles	\$ 0.69	\$	706.56	
Misc. Supplies	0	ls	\$ 150.00	\$	-	

<i>Total Other Direct Costs</i>				\$	706.56	\$706.56
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TOTAL TASK 1 Thru 2	\$21,410.18
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**Attachment B-1
Cost Estimate
Worcester County - Pump Stations 2 Through 5 Electrical Upgrades
Bid Phase, Construction Administration, and Inspection Services
October 2020**

Total Task 1: Construction Administration

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 82.58	\$ -	Sam Davis
Project Manager	20	\$ 74.44	\$ 1,488.80	Darl Kolar
Construction Inspector/Manager Designer	0 9	\$ 47.10 \$ 35.16	\$ - \$ 316.44	Barry Brooks Neil Hollowell
Electrical Engineer	51	\$ 63.41	\$ 3,233.91	Dan Yue
Senior Technical Writer	0	\$ 49.75	\$ -	Janet Earickson
<i>Total Personnel Effort</i>				\$5,039.15
<i>Total Personnel Effort With Overhead and Profit</i>				\$14,109.62

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -
Mobile Phone	0	months	\$ 0.12	\$ -
Digital Camera	0	months	\$ 200.00	\$ -
Drawing Reproduction	0	sheets	\$ 4.00	\$ -
Copies	0	pgs	\$ 0.06	\$ -
Color Copies	0	sheets	\$ 0.13	\$ -
3-inch Binder Report	0	ls	\$ 62.34	\$ -
Postage	0	ls	\$ 300.00	\$ -
Truck	0	days	\$ 59.00	\$ -
Truck mileage	0	miles	\$ 0.28	\$ -
Mileage	880	miles	\$ 0.69	\$ 607.20
Misc. Supplies	0	ls	\$ 150.00	\$ -
<i>Total Other Direct Costs</i>				\$607.20

TOTAL TASK	\$14,716.82
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**Attachment B-1
Cost Estimate
Worcester County - Pump Stations 2 Through 5 Electrical Upgrades
Bid Phase, Construction Administration, and Inspection Services
October 2020**

Total Task 2: Construction Inspection

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 82.58	\$ -	Sam Davis
Project Manager	0	\$ 74.44	\$ -	Darl Kolar
Construction Inspector/Manager Designer	50	\$ 47.10	\$ 2,355.00	Barry Brooks
Electrical Engineer	0	\$ 63.41	\$ -	Neil Hallowell
Senior Technical Writer	0	\$ 49.75	\$ -	Dan Yue Janet Earickson
<i>Total Personnel Effort</i>				\$2,355.00
<i>Total Personnel Effort With Overhead and Profit</i>				\$6,594.00

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -
Mobile Phone	0	months	\$ 0.12	\$ -
Digital Camera	0	months	\$ 200.00	\$ -
Drawing Reproduction	0	sheets	\$ 4.00	\$ -
Copies	0	pgs	\$ 0.06	\$ -
Color Copies	0	sheets	\$ 0.13	\$ -
3-inch Binder Report	0	ls	\$ 62.34	\$ -
Postage	0	ls	\$ 300.00	\$ -
Truck	0	days	\$ 59.00	\$ -
Truck mileage	0	miles	\$ 0.28	\$ -
Mileage	144	miles	\$ 0.69	\$ 99.36
Misc. Supplies	0	ls	\$ 150.00	\$ -
<i>Total Other Direct Costs</i>				\$99.36

TOTAL TASK	\$6,693.36
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Worcester County
DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MARYLAND 21863

RECEIVED
DEC 29 2020
Worcester County Admin

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

DIVISIONS

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

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

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

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

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director of Public Works
DATE: December 28, 2020
**SUBJECT: Gum Point Road Sewer Line Extension
Professional Services**

.....
On December 15, 2020, Steven Hershey signed the agreement and posted the deposit of \$50,000 for the sewer extension along Gum Point Road.

The first step in completing the project is to authorize the design and survey work for the sewer extension. Attached are proposals for that work from J.W. Salm Engineering and Russell Hammond Surveying. They were the consultants that were identified at the beginning of the project. Fees are summarized as follows”

J.W. Salm	\$ 11,475.00
Russell Hammond Surveying	\$ <u>5,450.00</u>
Total	\$ 16,925.00

We are requesting permission to authorize this work needed to begin this project.

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

Attachments

cc: John H. Tustin, P.E., Director
Michelle Carmean, Enterprise Fund Controller

J. W. SALM ENGINEERING, INC.

9842 Main Street, Suite 3
P.O. Box 397
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

February 5, 2020

Steve Hershey
1 Mason Drive
Selbyville, DE 19975

**Re: Low-Pressure Sewer Force Main Design – Tax Map 21, Parcel 75, Gum Point Road,
Berlin, Worcester County, Maryland**

Dear Mr. Hershey:

JWSE is pleased to present this work plan for requested engineering services. Work will include engineering design for a public sewer connection via an extension of the County's low-pressure (LP) sewer main, from the planned extension at the private marina to your property at the end of Gum Point Road.

JWSE will design a low-pressure sewer system consisting of approximately 3,500 +/- linear-foot of public force main in the Gum Point Road right-of-way along with a private force main and private grinder pump station(s) on your property. The LP public force main will vary from 1.5-inches in diameter to 4-inches in diameter along different sections, as required by Worcester County. All work will be suitable for submittal to Worcester County for their review. The budget estimate for this work effort is \$11,745.00. *JWSE* will need three weeks from authorization and receipt of the survey from your Surveyor to prepare this design.

All *JWSE's* work will be performed on a Time and Expense basis, in accordance with the attached Standard Provisions. *JWSE's* scope of work does not include: base surveying, sub-surface exploration or soils evaluation or testing. Neither post design and/or construction services nor survey stakeout are included in the scope of work. No work involving critical areas, forestry, zoning or other planning services is included as it is not likely that these will be required for your design. We will require the base file from your surveyor in AutoCAD format prior to beginning our work. It is possible that a wetland permit may be required for the section to be installed underneath a large culvert on Gum Point Road, just north of the existing private marina. *JWSE* can assist in obtaining this permit, if required, however the cost of this is not included in this work plan since it is presently no know if this will be required.

STANDARD PROVISIONS

GENERAL: The letter Proposal from J.W. Salm Engineering, Inc. (*JWSE*), outlining the scope of work, fees and times for completion, together with the terms and conditions contained herein, shall constitute the Agreement for services to be rendered. These Standard Provisions are fully binding upon Clients accepting proposals just as if they were fully set forth in such Proposals. However, in the event that terms and conditions set forth in the Proposal contradict terms set forth here, the Proposal shall govern. Upon acceptance by the Client, the Proposal and these Standard Provisions shall constitute the entire Agreement between the parties. No service outside the scope of this Agreement shall be performed without notification to the Client. Should there be any future revisions, dictated by changes in the governing authorities requirements or changes of scope of the project made by the Client, fees shall be adjusted accordingly. Fees shall be in accordance with the "Fees for Professional Services" prevailing at the time the work is performed. Although it is the policy of *JWSE* to complete all professional services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when work will be reviewed or approved by the applicable governing agencies. Each party reserves the right to terminate this Agreement at any time upon written notification. In such event, the Client shall pay for all work performed to date. The Client shall pay the costs of all fees, permits, bond premiums, and other charges not expressly covered by the terms of this Agreement.

SCOPE : *JWSE* shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by *JWSE* pursuant to the Agreement. In no event, unless expressly set forth in the Agreement, shall *JWSE* be obligated:

- a. To furnish or certify as to the correctness of a legal description or title report as to real property which is the subject of, or related to, *JWSE's* services.
- b. To furnish or certify as to the correctness of a topographical survey, as-built survey, land survey, boundary survey, utility survey, street survey, or other survey which reflects real property which is the subject of, or related to, *JWSE's* services
- c. To furnish legal, accounting, insurance, or other consulting services not customarily undertaken by *JWSE*.
- d. To provide professional services pertinent to off-site requirements or considerations.
- e. To locate or verify the location of underground utilities.
- f. To furnish or verify specifications or requirements related to PCB transformer removal or disposal, radon level evaluations, asbestos, or related services.
- g. To assure the Client of favorable results on the submission of zoning, appeal, exception, waiver or any other applications made on behalf of the Client to Local, State or Federal agencies or bodies.
- h. To provide any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements unless specifically included in the Agreement. These services shall be performed by others.
- i. To issue stop work directives to the Client's contractors or subcontractors.

In the event such services or actions are necessary for the performance of *JWSE's* services, they shall be furnished by the Client at the Client's expense. The Client shall also inform *JWSE* of any special criteria or requirements related to *JWSE's* services and shall furnish *JWSE* with all existing information, including reports, plans, drawings, surveys, deeds, and other documents. *JWSE* shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by the Client.

FEES FOR PROFESSIONAL SERVICES : The Client agrees to pay *JWSE* for professional services rendered in connection with the scope of services provided in the Proposal. Unless specified as a Lump Sum fee (LS), any cost estimate included in the Proposal is for budgetary purposes only. Payment, if specified as Time and Expense (T&E), shall be based upon actual time and expense charged per the schedule below:

Project Manager/Principal	: \$150-\$200/hr.	Copies:	\$0.20 each letter size
Senior/Project Engineer & Surveyor:	\$75-\$105/hr.	Fax:	\$2.00 / page
Staff Engineer/Survey Crew	: \$65-\$95/hr.	Mileage:	Federal Rate
Designer	: \$55-\$80/hr.	Contract Labor:	Cost plus 15%
Clerical	: \$45/hr.	Other expenses:	Cost plus 15%

Fees for expert witness testimony and preparation shall be billed at one and one-half times the normal fee for professional services.

INVOICES AND PAYMENTS : Lump Sum services will be invoiced periodically, based on a percentage completion basis. Time and Expense services will be invoiced periodically, based on work completed to date. Payment is due upon receipt of the invoice. A final invoice will be submitted upon the completion of all work and payment is due upon receipt of the invoice. A ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS THAT BECOME DELINQUENT BY THIRTY (30) DAYS OR MORE. *JWSE* reserves the right, at *JWSE's* discretion, to suspend work on any of the Client's projects should the past due balance fall 45 days behind. Client payment of *JWSE* invoices implies that all work has been performed to the Clients satisfaction.

CHOICE OF LAWS: The Contract shall be construed in accordance with the laws in the State of Maryland. The parties shall agree that the venue for all conflicts arising out of this Contract shall be Worcester County, Maryland.

COLLECTION : The continuation of work during payment negotiation in no way forfeits *JWSE's* future rights of collection. In the event that *JWSE* shall be successful in any arbitration or suit for damages for breach of this Agreement, including non-payment of invoices, or the enforcement of this Agreement or to enjoin the other party from violating this Agreement, *JWSE* shall be entitled to recover as part of its damages, its reasonable legal costs, including attorney fees, collection fees, collection agency fees and expenses for bringing and maintaining any such action.

INSURANCE : Insurance Certificates will be furnished upon request. Within the limits of said insurance, *JWSE* agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of *JWSE*, its employees, agents, subcontractors and their employees and agents. If the Client places greater responsibilities upon *JWSE* or requires further extraordinary insurance coverage, *JWSE*, if specifically directed by the Client in writing, will take out additional insurance (if procurable), at the Client's expense; but *JWSE* shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of this insurance.

OWNERSHIP OF DOCUMENTS : All documents, including but not limited to original drawings, specifications, reports, sketches, and electronic files, prepared or to be prepared by *JWSE* for the Client, contain creative, artistic, and original ideas which the Client agrees are a valuable property right of *JWSE*. It is understood by and between the parties that all such documents, or any reasonable facsimile thereof, are and shall remain the property of *JWSE* whether used by Client or not, and shall not be used by or provided to any third party in any manner whatsoever by the Client except for the purposes of and according to the provisions set forth in this Agreement. The Client agrees not to make copies; reasonable facsimile, artists renditions or the like of said documents without procuring *JWSE's* prior written approval and further agrees not to alter in any manner said documents. In the event of default or termination of this Agreement, the Client shall be entitled to use information contained in said documents only when fees for the same have been paid in full.

UNAUTHORIZED CHANGES : In the event the Client, the Client's contractors or subcontractors or anyone from whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by *JWSE* without obtaining *JWSE's* prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against *JWSE* and to release *JWSE* from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to *JWSE's* construction documents without the prior written approval of *JWSE* and that further requires the Contractor to indemnify both *JWSE* and the Client from any liability or cost arising from such changes made without such proper authorization.

ELECTRONIC MEDIA : *JWSE* regularly uses electronic media in generating, revising, plotting and transmitting its design capabilities. *JWSE's* electronic files are proprietary and, while they are made available to the Client under provisions of the Agreement, the Client shall not permit any unauthorized reuse of the electronic files such as use on later project phases, another project or for Facility Management Systems, and shall not permit any unauthorized modifications to the electronic files, either by the Client or third parties. The Client shall indemnify and hold harmless *JWSE* against any claims or damages resulting from subsequent unauthorized use or modification of the electronic files. *JWSE* assumes no responsibility for errors in the electronic transfer of data, either in sending or receiving, or in alteration or damages to the wireless, wired, disks, tapes or other media transmission. *JWSE* cannot guarantee the archive use of electronic files due to limited life expectancy of the media. Hardcopy sealed plans take precedence over electronic files. Electronic files are provided for the Client's convenience only.

LIMITATION OF PROFESSIONAL LIABILITY : *JWSE* does not assume any responsibility or guarantee for information or work completed by other consultants or for approval or other actions by and of government agencies. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses, due to design defects, errors, omissions, or professional negligence, levied against *JWSE*, *JWSE* officers, directors, partners, employees or any *JWSE* subconsultants to a sum not to exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by *JWSE*, or any *JWSE* subconsultants of such limitation of liability for design defects, errors, omissions, or professional negligence, and agrees to require, as a condition precedent to their performing the work, a like limitation of liability on their part as against *JWSE*, or any *JWSE* subconsultant. In the event that the Client fails to obtain a like limitation provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and *JWSE* to such contractor or subcontractor arising out of design defects, errors, omissions, or professional negligence, shall be allocated between the Client and *JWSE* in such a manner that the aggregate liability of *JWSE* for such defects to all parties, including the Client, shall not exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Additional limits of liability of fifty thousand dollars (\$50,000.00), may be made part of this agreement for an additional fee of fifty Percent (50%) of the total fees included herein.

EXTENSION OF PROTECTION : The Client agrees that any and all limitations of *JWSE's* liability and indemnifications by the Client to *JWSE* shall include and extend to those individuals and entities *JWSE* retains for performance of the services under this Agreement, including but not limited to *JWSE's* officers and employees and their heirs and assigns, as well as *JWSE's* subconsultants and their officers, employees, heirs and assigns.

INTERPRETATION : Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by *JWSE's* sole or gross negligence or *JWSE's* willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join *JWSE* as a third-party defendant. "Parties" means the Client and *JWSE*, and their officers, directors, partners, employees, subcontractors and subconsultants.

STANDARD OF CARE : In providing services under this Agreement, *JWSE* will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. *JWSE* makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

BETTERMENT : If, due to *JWSE's* negligence, a required item or component of the Project is omitted from *JWSE's* construction documents, *JWSE* shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will *JWSE* be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CORPORATE PROTECTION : It is intended by the parties to this Agreement that *JWSE's* services in connection with the Project shall not subject *JWSE's* individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against *JWSE*, a Maryland corporation, and not against any of *JWSE's* individual employees, officers or directors.

CONFIDENTIAL COMMUNICATIONS : *JWSE* may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against *JWSE*. To help create an atmosphere in which *JWSE* may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by *JWSE* to the Client or to the Client's agents.

SURVIVAL : All limitations of liability, indemnifications, warranties and representations contained in the Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

FAST-TRACK DESIGN AND CONSTRUCTION : *JWSE* will determine, at *JWSE's* sole discretion, if and when a project is proceeding on a fast-track basis, i.e. where some or all of *JWSE's* design services overlap the construction work and are out-of-sequence with traditional project delivery methods. If so determined by *JWSE*, and in consideration of the benefits of fast-tracking to the Client and in recognition of the inherent risk of fast-tracking to *JWSE*, the Client agrees to waive all claims against *JWSE* for design changes and modifications to portions of work already constructed necessitated by the fast-track process. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all claims, damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the fast-track nature of a project. Additionally, the Client agrees to compensate *JWSE* for all additional services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the scheduling requirements of the fast-track process.

SAFETY : Any construction observation by *JWSE* of any of the Client's contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The Client's contractor(s) shall be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

ASSIGNMENT : Except as provided herein or otherwise previously agreed in writing by the parties hereto, any assignment, hypothecation or transfer of this Agreement or any rights or duties hereunder shall be void.

SCOPE OF AUTHORITY : The person signing this Agreement on behalf of the Client warrants that he or she has the authority to do so; and if a corporation, is an officer of same; if a joint venture, is a party of same; of if a limited partnership, is a general partner of same.

PROPOSAL TIME LIMIT : Time is of the essence in the performance of this Agreement. This Proposal shall be in effect for a period of 60 days from its date. If the Agreement for services extends beyond one year from the date of acceptance of this Proposal, the Proposal is subject to renegotiation and inflationary increases in costs.

CONSTRUCTION COSTS : Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by *JWSE*, excluding *JWSE* fees. *JWSE* assumes no responsibility for any project or construction cost estimates or opinions given herein as *JWSE* has no control over the cost of labor, materials, equipment, and services furnished by others, or over competitive bidding and market conditions.

EARTH AND QUANTITY TAKE-OFF : If provided for in the scope, *JWSE* will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Such take-off estimates are only approximations and there is no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, *JWSE* will provide, if included in scope, any detailed quantity take-off at Client's expense.

MEETINGS AND CONFERENCES : *JWSE* will attend all meetings and conferences as requested by the Client. Furthermore, *JWSE* will meet with public agencies that might be involved in the development of the project on an as needed basis. Since the need and nature of these meetings and conferences cannot be accurately forecast at the outset, *JWSE*, unless stipulated otherwise in the Proposal, will perform these services on a Time and Expense basis.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

4th February 2020

John W. Salm, III
President
J.W. Salm Engineering, Inc
9842 Main St #3,
Berlin, MD 21811

RE: Gum Point Road
Route Survey

Dear Mr. Salm,

Thank for allowing me the opportunity to provide a proposal for land surveying services at the above referenced project. This estimate is based on our conversation February 4th, 2020.

Scope of Services:

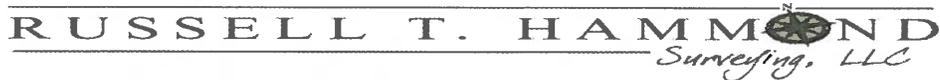
- Prepare Route Survey of Gum Point Road from the property formerly known as Albatross easterly to the end of Gum Point Road. Route Survey to consist of location of centerline and edge of pavement, driveways, street signage, mailboxes, and existing visible utilities, water and sewer service, gas, telephone, cable, electric.

We will prepare a survey drawing showing all the information detailed in Paragraph 1 above.

Field time: 16.0 hours
Office time: 30.0 hours

Proposal: \$5,450.00

The above proposal **does not** include cost of copies and/or application fees by governmental agencies. Any services outside of the above scope of services will be billed at a time and materials basis as indicated by Hourly Rate Schedule below.



10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

General Contract Conditions

- A. **All invoices are due and payable upon receipt.** Client agrees to pay monthly late fee of one and one-half percent (1 ½%) per month on any unpaid balance for every 30 days past the invoice date. Russell T. Hammond Surveying, L.L.C. (RTHS) may hire an attorney or agency to collect any monies past due and Client agrees to pay all costs related to such collection. Should the above scope exceed one year, from the date of this contract, any remaining fees may increase up to five percent.
- B. **Additional Costs:** Additional costs are any non-consultant generated charges or fees **not** included within scope of services of this agreement and Client shall pay such fees or costs, including but not limited to, checking, processing, application, engineering, testing, aerial mapping, zoning, planning, inspection, permits, bonds, title company charges and copies.
- C. **Suspension or Termination of Agreement:** If Client (1) fails to pay RTHS within (30) days after in invoice is submitted to Client under this agreement; (2) fails to respond within in (30) days to a written request by RTHS for information or authorization; or (3) has boundary knowledge or information (including a dispute) required by RTHS to complete its work or to effectively prepare the fee for this contract, and Client fails to disclose such information prior to signing this contract, Client agrees RTHS shall have the right, upon written notice, to either suspend or terminate RTHS's duties and responsibilities under this agreement, and RTHS shall be paid for all work prior to discovery. **Client may terminate this contract, in writing, without cause.** If either Client or RTHS terminates this agreement prior to the completion of all services, Client agrees to pay all fees and charges to the date of early termination, including any work required, by law, to be completed by RTHS.
- D. **Additional Services:** Client agrees to pay for all services and related costs, even though not specified as a part of this agreement, at RTHS hourly rates, when Client authorizes the additional services and costs in writing. In the event any of RTHS's fieldwork is destroyed by an act of nature or parties other than RTHS, the cost of reestablishing said work shall be paid by the Client as additional work. Client will bear the cost of copies or product reproduction or alteration (not included in the original scope or fee) which Client requests.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- E. **Access and Authority:** Client warrants he/she/they is/are authorized to enter into this agreement on behalf of all of the owners of the project property and authorizes RTHS to enter upon said property. Client shall indemnify and hold RTHS harmless from any liability to any owner(s) for damages or cleanup that may be incidental to the services rendered hereunder, including, but not limited to: the cutting of vegetation, tying flags to fences or trees; painting, staking or marking survey points; digging; creation of tire ruts by the use of vehicles for survey research and observation; any unintentional fires; and, all other incidental matters. **Client understands RTHS does not remove stakes, nails or flagging used during survey from site when survey is complete.**
- F. **Ownership of Documents:** Client acknowledges that all original papers of RTHS shall remain the property of RTHS. **Only the final (including revisions), signed and sealed paper documents, as provided or filed by RTHS, may be relied upon by the Client as RTHS's service deliverable.** Client agrees not to alter or reproduce any paper or electronic deliverable. RTHS may, at its discretion, provide electronic copies of data used to prepare documents under this agreement. All such data is only available in RTHS's format, and Client, by using such data shall release RTHS of all liability for such usage.
- G. **Liability Limits:** Client agrees that RTHS's total liability for RTHS's errors or omissions or professional negligence to Client and/or owner(s) of the subject property, and to Client's agents, employees, contractors, successors, and assigns, shall be limited to a sum not to exceed \$15,000, or the amount of RTHS applicable fee, including but not limited to all attorney's fees, costs of suit, expert witness fees, general and special damages, and expenses of any nature. Client shall indemnify and hold RTHS harmless from all costs, damages, attorney's fees, costs of defense and expenses of any nature arising from claims made by anyone against RTHS for or related to RTHS alleged professional negligence arising from the services rendered hereunder, if the alleged liability of RTHS exceeds the liability limit herein. RTHS **does not** provide any express or implied warranty or guarantee on any service or opinion under this agreement.
- H. **Attorney's fees:** If any action at law or equity, including but not limited to arbitration or an action for declaratory relief, is brought to enforce or to interpret the provisions of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees as determined by the court or arbitrator, subject to paragraph G.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- I. **Advisory by RTHS and performance by others:** RTHS shall **only** provide surveying services or express survey related opinions to Client. RTHS takes no responsibility or liability for the negotiation, processing or coordination with any government regulatory agency. Client shall research all applicable laws and ordinances and be responsible to represent him or herself at all meetings. RTHS gives no assurance, and assumes no liability, for any government approval of any application, project, or similar matter, or the terms and conditions of approval. Client acknowledges RTHS is not responsible for the performance or work quality of any sub-consultants required or reasonably necessary to perform this agreement, such as Aerial Mapping, or other services not performed by RTHS.
- J. **RTHS's Conditions to Expressing Boundary or Easement Opinions:** RTHS only expresses an opinion as to where RTHS reasonably interprets a boundary is located by applying and referencing acquired record title documents, recovered boundary evidence and performed measurements. RTHS's opinion **may** differ from other surveyors, and if contested, **may** be modified or rejected by a court. Therefore, Client is hereby specifically instructed not to damage or move any fence or possession line; obstruct any travel way; perform any construction along a line requiring a specific setback from the line, or any similar matter without discussing such boundary or easement matter in detail with adjoining land owners and/or Client's attorney. Client shall then take any such action at Client's sole risk, and shall hold RTHS harmless for Client's action. **Unless specifically agreed to in writing** RTHS does not locate and map improvements on the property, or on or along boundary lines, or mark the boundary lines, setbacks or easements(visible or record); **any topographic mapping is limited to the contracted and agreed limits.** If features or easements on the property are contracted herein to be located, it shall be done only to the accuracy ascertainable from written document, or as the visible physical features currently exist on the ground. **Overhead and underground utilities are not located or mapped, unless specifically contracted and marked by others; RTHS accepts no liability for any such underground utility markings (only paint or flag is located and mapped).** RTHS only agrees to monument the corners or set line stakes in the positions specifically mentioned in the scope of this agreement (if mentioned), and maintains sole discretion as to the placement of any markers along a boundary or easement lines.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

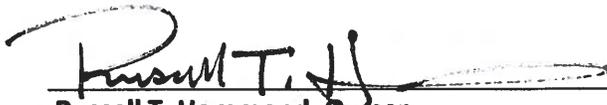
Email: russell@rthsurvey.com

K. **Proposal Time Limit:** This proposal shall be in effect for a period of sixty (60) days from its date. If the contract for services extends beyond one year from the date of acceptance of this proposal, the proposal is subject to renegotiation to reflect any increases in costs.

L. **Hourly Rate Schedule:**

Survey Field Crew (one-man)	\$125.00
Survey Field Crew (two-man)	\$150.00
CADD Technician	\$115.00
Research	\$75.00
Professional Land Surveyor	\$150.00

Submitted for Approval:

 02/4/2020

 Russell T. Hammond, Owner Date

I hereby acknowledge receipt and approval of this proposal and the scope of services above:

Authorization to proceed:

 Signature Date Printed Name Date

Invoice to be sent to:

Board Members

ERIC W. CROPPER, SR.
President

SARA D. THOMPSON
Vice-President

BARRY Q. BRITTINGHAM, SR.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

WILLIAM L. GORDY

ELENA J. MCCOMAS



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

Administration

LOUIS H. TAYLOR
Superintendent of Schools

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

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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

DATE: December 7, 2020

TO: Mr. Harold L. Higgins
Chief Administrative Officer
Worcester County Commissioners

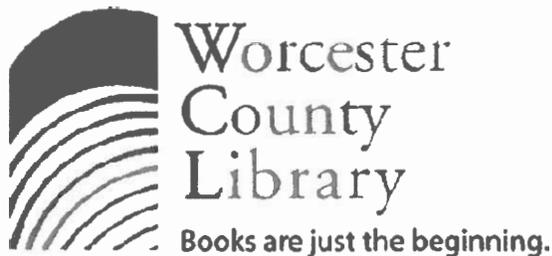
FROM: Mr. Louis H. Taylor
Superintendent of Schools

RE: Stephen Decatur Middle School – Roof Replacement

On August 4th, the roof at Stephen Decatur Middle School (SDMS) sustained damage related to the passage of Hurricane Isaias. The loss of a substantial number of shingles has resulted in an increase in the leaks inside of the school when it rains. Similar incidents have resulted in the loss of shingles in prior windstorms. Each time our insurance carrier, MABE has covered the cost of replacing the lost shingles. Following the most recent incident, the roof was inspected by both MABE and our roofing consultant, Garland Industries. Representatives from both agencies advised us that the current roof shingles have reached the end of their useful life and need to be replaced.

The estimated cost to replace the existing roof with new architectural shingles is \$240,000. MABE's estimated reimbursement to cover the storm damages to the roof is \$48,000. This leaves an estimated \$192,000 in funding needed to fully replace the existing roof. In our FY21 budget, the County Commissioners included \$200,000 for additional HVAC unit replacements. Due to the urgent need of the SDMS roof project, we respectfully request the County Commissioner's approval to reallocate the \$200,000 budgeted for HVAC replacement units to be utilized for the roof project. When combined with the insurance reimbursement funding, this will allow us to complete this high-priority capital project.

We sincerely appreciate our partnership and the Commissioner's continued support of our school system. Please contact me or Mr. Vince Tolbert with any questions you have regarding this request.



To: Harold Higgins, Chief Administrative Officer
From: Jennifer Ranck, Library Director *JR*
Date: December 28, 2020
Re: Berlin Library parking lot

Enclosed please find a draft letter of agreement between the Waystead Inn (MEJ Investments LLC) and the Worcester County Library, Berlin Branch. This agreement outlines conditions allowing the use of the library's parking lot for special events occurring at the Waystead Inn. Thank you for your consideration of this request and please let me know if you need any further information.

LICENSE AGREEMENT

This Agreement is entered on _____ between the County Commissioners of Worcester County, Maryland (“County”) on behalf of the Worcester County Library (“Library”) and the M E J Investments LLC (“Inn”).

County and Inn agree as follows:

1. Premises

Subject to the conditions of this agreement, County licenses Inn to use up to 40 parking spaces on the library property located at 13 Harrison Ave., Berlin, Maryland and that are depicted in the attached Exhibit A (“Premises”).

2. Term

The initial term of this agreement begins on _____ and ends _____ (“Initial Term”).

Upon mutual written consent, the parties may extend the term.

3. Permitted Activities

Inn may only use the Premises for guest parking upon authorization of the County and Library.

4. Inn Obligations

4.1. To use the parking lot, Inn must notify library staff in writing at least 3 weeks in advance before the date and provide the date and time of the proposed use and the number of spaces needed. County or Library may deny the use for any reason.

4.2. Subject to availability, Inn may only use the Premises outside of library hours of operations.

4.3. After any use, the Inn must clear the parking lot of all trash and vehicles. If the Inn fails to do so, the County will do so at the Inn’s expense.

4.4. The Inn must provide County and Library with the name and phone number of a representative who can be reached at any time.

5. Insurance

5.1. Inn must carry insurance satisfactory to the County, including at least the following policies:

5.1.1. Commercial General Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,00 for property damage.

5.2. County must be named as an additional insured on each policy.

5.3. County may inspect the required policies upon request.

5.4. Inn must provide certifications that the policies are in effect.

6. Indemnification

Inn must indemnify County against all claims, losses, damages, or demands (including all related expenses for investigation and defense, including court costs, expert fees, and reasonable attorneys' fees) arising from Inn's or Inn's guests use of the Premises. This provision will survive the expiration or termination of this agreement indefinitely.

7. Termination

The County may terminate the agreement for any reason with 7 days' written notice to Inn.

8. Compliance with Applicable Law and Taxes

The Parties must strictly comply with all laws, ordinances, rules, and regulations of governing bodies with jurisdiction over it.

9. Notices

Notice under the agreement must be by certified mail (postage-prepaid) to the following addresses.

County:

One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Inn:

M E J Investments LLC
9802 Golf Course Rd.
Ocean City MD 21842

10. Amendments

All amendments of this agreement must be in writing and signed by all parties.

11. Assignment Prohibited

Inn must not assign any interest in or sublet of any part of the Premises.

12. Applicable Law

This agreement is governed by the laws of the State of Maryland and Worcester Inn.

13. Entire Agreement

This agreement is the entire agreement between the parties and supersedes all earlier related communications.

14. Third Party Beneficiaries

Nothing in this agreement gives any rights to any unnamed third persons.

15. Successors and Assigns

This agreement is binding upon the successors and assigns of the parties.

16. Severability

If a court finds any term of this agreement to be invalid, the remaining terms will be unaffected and construed as if the agreement did not contain the invalid term.

17. No Waiver

The failure of either party to enforce any term of this agreement is not a waiver.

The Parties agree to this agreement on the date stated above.

Attest:

**County Commissioners of
Worcester Count, Maryland**

**Harold L. Higgins
Chief Administrative Officer**

**Joseph M. Mitrecic
President** (Seal)

Witness

M E J Investments LLC

By: (Seal)

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

December 18, 2020

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

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

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (19), which have current or upcoming vacancies (47 total). I have circled the members whose terms have expired or will expire on each of these boards.

Action Items- Please Note:

- **Pages 2 – 3, List of Pending Board Appointments under each Commissioners name.**
- **There are 4 Boards that require approval for reappointments:**
 1. **Adult Public Guardianship Board - 4 to be reappointed (Trader, Siler, Ferry and Donoway), pg. 4-6**
 2. **Agricultural Reconciliation Board – 1 reappointment (Esham and Clayville), pg. 10-11**
 3. **Commission For Women – 5 reappointments (White, Alban, Shockley, Morrison, O’Keane) pg. 25-28**
 4. **Youth Council – 3 reappointments (from previous meeting per Mimi Dean)**
- **There is one nomination for Commission For Women – Kris Heiser as the Public Safety Liaison pg. 25-28**

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.

Pending Board Appointments - By Commissioner

- District 1 - Nordstrom** p. 12 - Building Code Appeals Board (Kevin Holland) - 4-year
 p. 13 - Economic Development Advisory Board (Marc Scher) 4-year
 p. 14 - Board of Electrical Examiners (Kenneth Lambertson) - 3-year
 p. 18 - Planning Commission (Jerry Barbierrri)- 5-year
 p. 19 - Recreation Advisory Board (Mike Hooks) - 4-year
 p. 30 - Commission for Women (Tamara White) - 3-year

- District 2 - Purnell**
 p. 16 - Housing Review Board (Ms. Teagle - Request by Jo Ellen Bynum)
 3 - year

- District 3 - Church** p. 22 - Solid Waste Advisory Committee (Bob Augustine) - 4-year

- District 4 - Elder**
 p. 9 - Agricultural Preservation Advisory Board (Kelley Gravenor) - 4-year
 p. 15 - Ethics Board (Joseph Stigler) - 4-year
 p. 16 - Housing Review Board (Scott Tingle) - 3-year
 p. 17 - Local Development Council for Ocean Downs Casino (Gary Weber)-4 yr
 p. 23 - Tourism Advisory Committee (Michael Day) - 4-year

- District 5 - Bertino**
 p. 12 - Building Code Appeals Board (James Spicknall) - 4-year
 p. 15 - Ethics Board (Jeff Knepper) - 4-year
 p. 16 - Housing Review Board (Donna Dillon) - 3-year
 p. 19 - Recreation Advisory Board (Missy Denault) - 4-year
 p. 20 - Social Services Advisory Board (Cathy Gallagher) - 3-year
 p. 22 - Solid Waste Advisory Committee (James Rosenberg) - 4-year
 p. 24 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl) - 4-year
 p. 25 - Commission for Women (Vanessa Alban) - 3-year
 p. 31 - Board of Zoning Appeals (Joseph Green, Jr.) - 3-year

- District 6 - Bunting**
 p. 17 - Local Development Council for Ocean Downs Casino (Steve Ashcraft)4yr
 p. 25 - Commission for Women (Bess Cropper) - 3-year

- District 7 - Mitrecic**
 p. 20 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year
 p. 31 - Board of Zoning Appeals (Glenn Irwin)-3-year

All Commissioners

- p. 7 - (3) Commission on Aging Board (Cynthia Malament, Lloyd Parks and Clifford Gannett - Representation needed from Districts 3& 6)
 p. 17 - (2) Local Development Council for Ocean Downs Casino (Mark Wittmyer and Mayor Rick Meehan - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
 p. 22 - (3) Solid Waste Advisory Committee (Michael Pruitt -Town of Snow Hill, Michelle Beckett-El Soloh - Town of Pocomoke and Jamey Latchum -Town of Berlin) 4-year
 p. 24 - (1) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl) - 4-year

All Commissioners (Awaiting Approval of Nominations)

ITEM 11

- p. 4 - (4) Adult Public Guardianship Board (Brandy Trader, LuAnn Siler, Jack Ferry and Thomas Donoway) - 3-year
- p. 10 - (2) Agricultural Reconciliation Board (Stacey Esham and Brooks Clayville - Farm Bureau) - 4-year
- p. 25 - (5) Commission for Women (Terri Shockley (Snow Hill) and Laura Morrison (Pocomoke)- Both - At-Large, and Kelly O'Keane (Health Department) and Kelly Riwniak (Sheriff's Office)(Kris Heiser nominated for Kelly Riwniak position)- 3-year
- p. 29 - (3) Youth Council - (3 nominations to be reappointed 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>
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
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18, 18-21
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18, 18-21
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22

ReAppoint

* = 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
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)

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)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

ITEM 11

On Mon, Dec 7, 2020

Good afternoon Karen. There are four members for the Adult Public Guardianship Review Board who's membership will expire 12/20. I am recommending that all members be reappointed.

Roberta

6

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
John Dorrrough, Executive Director or Rob Hart, Acting Deputy Director
(410-632-1277)

Current Members:

Member's Name	Resides/Represents	Years of Term(s)
Cynthia Malament	Berlin	07-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
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	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22
James Covington	Pocomoke City	*18-20, 20-23
Bonita Ann Gisriel	Ocean City	*18-20, 20-23
Carolyn Dryzga	Ocean Pines	*18-20, 20-23

* = Appointed to fill an unexpired term

7

Prior Members: Since 1972

Virginia Harmon	William Talton (89-95)
Maude Love	Sunder Henry (89-95)
Dr. Donald Harting	Josephine Anderson
John C. Quillen	Saunders Marshall (90-96)
Violet Chesser	Louise Jackson (93-96)
William Briddell	Carolyn Dorman (93-98)
Harrison Matthews	Constance Sturgis (95-98)
John McDowell	Connie Morris (95-99)
Mildred Brittingham	Jerry Wells (93-99)
Maurice Peacock	Robert Robertson (93-99)
Father S. Connell	Margaret Davis (93-99)
Rev. Dr. T. McKelvey	Dr. Robert Jackson (93-99)
Samuel Henry	Patricia Dennis (95-00)
Rev. Richard Hughs	Rev. C. Richard Edmund (96-00)
Dorothy Hall	Viola Rodgers (99-00)
Charlotte Pilchard	Baine Yates (97-00)
Edgar Davis	James Shreeve (99-00)
Margaret Quillen	Tad Pruitt (95-01)
Lenore Robbins	Rev. Walter Reuschling (01-02)
Mary L. Krabill	Armond Merrill, Sr. (96-03)
Leon Robbins	Gene Theroux
Claire Waters	Blake Fohl (98-05)
Thelma Linz	Constance Harmon (98-05)
Oliver Williams	Catherine Whaley (98-05)
Michael Delano	Wayne Moulder (01-05)
Father Gardiner	Barbara Henderson (99-05)
Iva Baker	Gus Payne (99-05)
Minnie Blank	James Moeller (01-05)
Thomas Groton III	Rev Stephen Laffey (03-05)
Jere Hilbourne	Anne Taylor (01-07)
Sandy Facinoli	Jane Carmean (01-07)
Leon McClafin	Alex Bell (05-07)
Mabel Scott	Inez Somers (03-08)
Wilford Showell	Joanne Williams (05-08)
Rev. T. Wall	Ann Horth (05-08)
Jeaninne Aydelotte	Helen Richards (05-08)
Richard Kasabian	Peter Karras (00-09)
Dr. Fred Bruner	Vivian Pruitt (06-09)
Edward Phillips	Doris Hart (08-11)
Dorothy Elliott	Helen Heneghan (08-10)
John Sauer	Jack Uram (07-10)
Margaret Kerbin	Robert Hawkins (05-11)
Carolyn Dorman	Dr. Jon Andes
Marion Marshall	Lloyd Pullen (11-13)
Dr. Francis Ruffo	John T. Payne (08-15)
Dr. Douglas Moore	Sylvia Sturgis (07-15)
Hibernia Carey	Gloria Blake (05-15)
Charlotte Gladding	Dr. Jerry Wilson (Bd. of Ed.)
Josephine Anderson	Peter Buesgens (Social Services)
Rev. R. Howe	Deborah Goeller (Health Dept.)
Rev. John Zellman	George "Tad" Pruitt (05-17)
Jessee Fassett	Bonnie C. Caudell (09-17)
Delores Waters	Larry Walton (13-18)
Dr. Terrance A. Greenwood	
Baine Yates	
Wallace T. Garrett	
William Kuhn (86-93)	
Mary Ellen Elwell (90-93)	
Faye Thornes	
Mary Leister (89-95)	

* = Appointed to fill an unexpired term

Updated: October 6, 2020
Printed: December 7, 2020



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>
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
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22
Billy Thompson (O-O)	Purnell	D-2, Berlin	19 -23
Curt Lambertson	Elder	D-4, Snow Hill	15-19, 19-23

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) | Bill Bruning(O-O) (11-19) |
| 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

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

Staff Contact: Dept. of Development Review & Permitting
 - 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>
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16, 16-20
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16, 16-20
George Solyak	At-Large	No	Ocean Pines	18-22
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18,18-22
Tom Babcock	At-Large	No	Whaleyville	14-18, 18-22

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

Mr. Joseph M. Mitrecic
President
Worcester County Commissioners
One West Market Street
Room 1103
Snow Hill, Md. 21863-1195

December 7th, 2020

Dear Commissioner Mitrecic,

The Worcester County Forest Conservancy Board has nominated Mr. Stacey Esham to serve an additional four year term on the Worcester County Reconciliation Board. Mr. Esham has agreed to serve. We look forward to his re-appointment to this position. Please call if questions on the appointment should arise. Thank you for the commissioner's kind attention to our boards request.

With kind regards,



Richard G. Holland Sr.
Chairman
Worcester County
Forest Conservancy Board

410-726-1577

Worcester County Farm Bureau

P.O. Box 357
Snow Hill, Maryland 21863
410-632-3329

worcestercountyfarmbureau@gmail.com

November 25, 2020

Worcester County Commissioners
Worcester County Government Center
1 West Market Street
Snow Hill, Maryland 21863

To Our Fellow Commissioners:

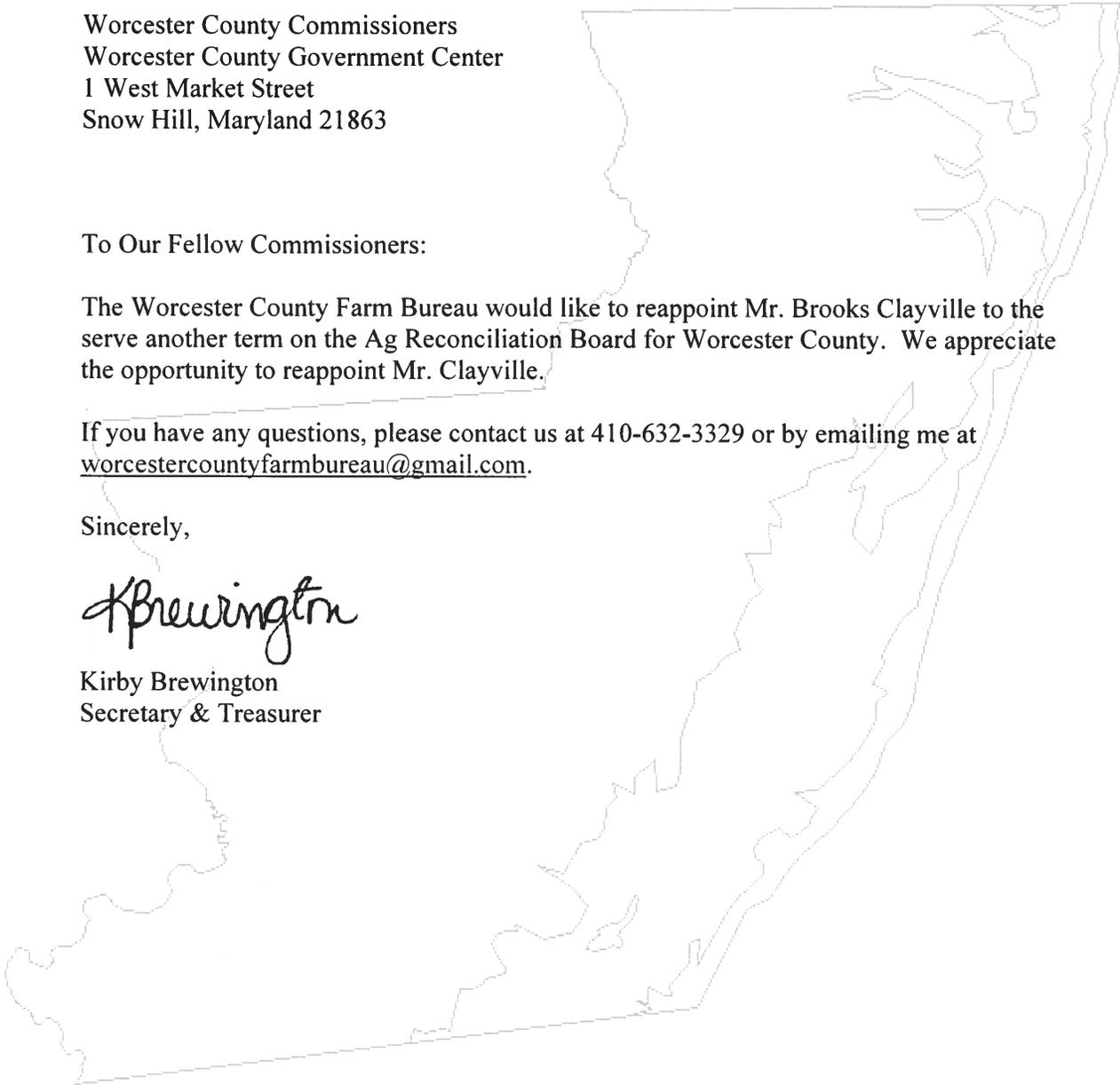
The Worcester County Farm Bureau would like to reappoint Mr. Brooks Clayville to the serve another term on the Ag Reconciliation Board for Worcester County. We appreciate the opportunity to reappoint Mr. Clayville.

If you have any questions, please contact us at 410-632-3329 or by emailing me at worcestercountyfarmbureau@gmail.com.

Sincerely,



Kirby Brewington
Secretary & Treasurer



11

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>
Kevin Holland	D-1 - Nordstrom	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
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Church	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23

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

12

ECONOMIC DEVELOPMENT ADVISORY BOARD ITEM 11

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 - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
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
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24

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 Sparrow (16-18)
William Smith	Keith Mason (98-00)	Greg Shockley (14-18)
Saunders Marshall	Bob Pusey (99-00)	Tom Terry (15-19)
Elsie Marshall	Harold Scrimgeour (00-02)	John Glorioso (08-19)
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

* = Appointed to fill an unexpired term

13

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>
Kenneth Lambertson (ME-5)	D-1, Nordstrom	Pocomoke	96-11-14-17, 17-20
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-15, 15-18, 18-21
Duane Duncan (ME-5)	D-3, Church	Berlin	*05-12-15-18, 18-21
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19, 19-22
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19, 19-22
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23

(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

14

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: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23

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

15

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>
Scott Tingle	D-4, Elder	Snow Hill	14-17, 17-20
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15-18, 18-21
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18, 18-21
C. D. Hall	D-1, Nordstrom	Pocomoke	10-13-16-19, 19-22
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19, 19-22
Chase Church	D-3, Church	Ocean Pines	*19-20, 20-23

Prior Members:

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

* = Appointed to fill an unexpired term

16

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20
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
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
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	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23

Prior Members:

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)

Since 2009

Linda Dearing (11-15)
Todd Ferrante ° (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

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

17

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>
Jerry Barbierrri	D-1, Nordstrom	Pocomoke	*12-15, 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
Marlene Ott	D-5, Boggs	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24
Mary Knight	D-7, Mitrecic	Berlin	*20-24
Ken Church	D-3, Church	Berlin	20-25

Prior Members:

Since 1972

- | | | |
|--------------------|--------------------------|---------------------------------|
| David L. Johnson | Terry Bayshore | Wilbert "Tom" Pitts (99-07) |
| N. Paul Joyner | Larry Widgeon | Doug Slingerland (07-08) |
| Daniel Trimper, IV | Charles D. "CD" Hall | Carolyn Cummins (90-94, 99-09) |
| Hugh F. Wilde | Ernest "Sandy" Coyman | Madison "Jimmy" Bunting (05-10) |
| Warren Frame | Rev. Donald Hamilton | Jeanne Lynch (06-11) |
| Roland E. Powell | Dale Stevens | H. Coston Gladding (96-12) |
| Harry Cherrix | Marion L. Butler, Sr. | Wayne A. Hartman (09-14) |
| W. David Stevens | Ron Cascio (96-97) | Jay Knerr (14-20) |
| Granville Trimper | Louie Paglierani (90-99) | Mike Diffendal (10-20) |
| J. Brad Aaron | Robert Hawkins (96-99) | |
| Lester Atkinson | Ilia Fehrer (94-99) | |
| Paul L. Cutler | Rob Clarke (99-00) | |
| Edward R. Bounds | W. Kenny Baker (97-02) | |
| Edward Phillips | James Jarman (99-03) | |
| Vernon McCabe | Harry Cullen (00-03) | |
| R. Blaine Smith | Ed Ellis (96-04) | |
| Edward A. Tudor | Troy Purnell (95-05) | |
| | Larry Devlin (04-06) | |
| | Tony Devereaux (03-07) | |

* = Appointed to fill an unexpired term

18

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>
Mike Hooks	D-1, Nordstrom	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
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrig	D-7, Mitrecic	Ocean City	14-18, 18-22
Devin Bataille	D-4, Elder	Snow Hill	19-23

Prior Members: Since 1972

- | | | | |
|--------------------|------------------------|------------------------------|-------------------------|
| Howard Taylor | Cyrus Teter | Gregory Purnell (83-96) | Sonya Bounds (12-15) |
| Arthur Shockley | Warren Mitchell | Vernon Redden, Jr. (83-98) | Burton Anderson (05-15) |
| Rev. Ray Holsey | Edith Barnes | Richard Ramsay (93-98) | William Regan (02-16) |
| William Tingle | Glen Phillips | Mike Daisy (98-99) | Shawn Johnson (15-19) |
| Mace Foxwell | Gerald Long | Cam Bunting (95-00) | |
| Nelson Townsend | Lou Ann Garton | Charlie Jones (98-03) | |
| J.D. Townsend | Milton Warren | Rick Morris (03-05) | |
| Robert Miller | Ann Hale | Gregory Purnell (97-06) | |
| Jon Stripling | Claude Hall, Jr. | George "Eddie" Young (99-08) | |
| Hinson Finney | Vernon Davis | Barbara Kissel (00-09) | |
| John D. Smack, Sr. | Rick Morris | Alfred Harrison (92-10) | |
| Richard Street | Joe Lieb | Janet Rosensteel (09-10) | |
| Ben Nelson | Donald Shockley | Tim Cadotte (02-12) | |
| Shirley Truitt | Fulton Holland (93-95) | Craig Glovier (08-12) | |
| | | Joe Mitrecic (10-14) | |

* = Appointed to fill an unexpired term

19

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>
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
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23

Resigned

* = Appointed to fill an unexpired term

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SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thornes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	
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)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: November 17, 2020
Printed: December 7, 2020

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>
Michael Pruitt	Town of Snow Hill		*15, 15-19 <i>resigned</i>
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20 <i>term end</i>
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21 <i>resigned</i>
Hal Adkins	Town of Ocean City		*20-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22 <i>passed</i>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23
Bob Augustine	D-3, Church	Berlin	16-20, 20-24 <i>resigned</i>
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24

Prior Members: (Since 1994)

- | | | |
|-----------------------------------|-----------------------------|----------------------------|
| Ron Cascio (94-96) | Richard Malone (94-01) | John C. Dorman (07-10) |
| Roger Vacovsky, Jr. (94-96) | William McDermott (98-03) | Robert Hawkins (94-11) |
| Lila Hackim (95-97) | Fred Joyner (99-03) | Victor Beard (97-11) |
| Raymond Jackson (94-97) | Hugh McFadden (98-05) | Mike Gibbons (09-14) |
| William Turner (94-97) | Dale Pruitt (97-05) | Hank Westfall (00-14) |
| Vernon "Corey" Davis, Jr. (96-98) | Frederick Stiehl (05-06) | Marion Butler, Sr. (00-14) |
| Robert Mangum (94-98) | Eric Mullins (03-07) | Robert Clarke (11-15) |
| Richard Rau (94-96) | Mayor Tom Cardinale (05-08) | Bob Donnelly (11-15) |
| Jim Doughty (96-99) | William Breedlove (02-09) | Howard Sribnick (10-16) |
| Jack Peacock (94-00) | Lester D. Shockley (03-10) | Dave Wheaton (14-16) |
| Hale Harrison (94-00) | Woody Shockley (01-10) | Wendell Purnell (97-18) |
| | | George Tasker (*15-20) |
| | | Rodney Bailey *19 |
| | | Steve Brown *10-19 |

* = Appointed to fill an unexpired term

22

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

Appointed by: County Commissioners

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

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

Compensation: \$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 – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Michael Day	D-4, Elder	Snow Hill	*19
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Church	West Ocean City	*16-20, 20-24

Prior Members: Since 1972

- | | | |
|-----------------------------------|-----------------------------|-------------------------|
| Isaac Patterson ¹ | Barry Laws (99-03) | Molly Hilligoss (15-18) |
| Lenora Robbins ¹ | Klein Leister (99-03) | Denise Sawyer (*18-19) |
| Kathy Fisher ¹ | Bill Simmons (99-04) | Isabel Morris (11-19) |
| 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

23

**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>
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
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Bob Poremski	Ocean Pines	*17-19, 19-23

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

24

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: Liz Mumford and Tamara White, 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>
Tamara White	D-1, Nordstrom	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Vacant	D-6, Bunting	Berlin	*20-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22

Re Appoint
5
Nomination for
Kris Hensley

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

25

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	
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)	

* = Appointed to fill an unexpired term

c = Charter member

Updated: July 21, 2020

Printed: December 7, 2020

Commission for Women

Mr. Joseph M. Mitrecic
 President
 Worcester County Commissioners
 One West Market Street
 Snow Hill, Maryland 21863-1195

October 17, 2020

Dear Mr. Mitrecic:

The Commission for Women has been informed that several members whose commissions will be expiring in December 2020 have expressed an interest in serving a second term on the Commission. Please accept the following members' names as nominations for the 2021-2024 term in each respective District.

District 1 – Nordstrom

Ms. Tamara White is eligible to serve another three-year term and has expressed an interest to do so. Please accept her name as a nomination for District 1 member.

District 5 - Bertino

Ms. Vanessa Alban is eligible to serve another three-year term and has expressed an interest to do so. Please accept her name as a nomination for District 5 member.

District 6 - Bunting

Commission vacancy since July 2019.

At-Large - Snow Hill

Ms. Terri Shockley is eligible to serve another three-year term and has expressed an interest to do so. Please accept her name as a nomination for At-Large member.

At-Large - Pocomoke

Ms. Laura Morrison is eligible to serve another three-year term and has expressed an interest to do so. Please accept her name as a nomination for At-Large member.

Health Department - Liaison

Ms. Kelly O'Keane is eligible to serve another three-year term and has expressed an interest to do so. Please accept her name as a nomination for the Health Department's Liaison.

Public Safety - Liaison

Ms. Kelly Rivniak's (Worcester County Sheriff's Department) term expires in December 2020, and she will be stepping down as a member of the Commission.

Ms. Kris Heiser, The State's Attorney for Worcester County, has expressed an interest to be the Public Safety Liaison for the 2021-2014 term. Please accept her name as nomination for that position.

The present members of the Commission for Women thank you for supporting these nominees to the Commission, and we look forward to a productive 2021.

If you have any questions, I can be reached at 443-614-3004.

Sincerely,

Ms. Tamara White
Chair - 2020
Commission for Women



Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
 Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year terms
 Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)
 Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
 Kari Lamboni, Worcester County Health Department - (410-632-1100, x1102)
 Crystal Bell, Worcester County Health Department - (410-632-1100, x1108)
 Tyrone Mills, Worcester County Board of Education - (410-632-5084)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Aaron Cohen	Stephen Decatur	Ocean City	18-20
Abby Boyce	Pocomoke	Pocomoke	18-20
Tamari Cutler	Pocomoke	Pocomoke	18-20
Charles Townsend II	Snow Hill	Snow Hill	19-21
Lucas Matthews	Pocomoke	Pocomoke	19-22
Meredith Taylor	Pocomoke	Pocomoke	19-22

ASKED
 FOR REAPPOINT
 PREVIOUS
 MEETING

* = Appointed to fill an unexpired term

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ITEM 11

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 Gelinias (14-16)
Sammi Schachter (14-16)
Katie Withers (14-16)
Peyton Dunham (14-17)
Madison Mendiaz (15-17)
Claire Riley (15-17)
Amy Lizas (15-17)
Riley Dickerson (15-17)
D'Nasia Jones (15-17)
Alison Snead (15-17)
LuAnne Mottley (15-17)
Erica Hall (15-17)
Kyle Jarmon (15-17)
Destinee Johnson (15-18)
Tatyana Waters (15-18)
Cali Litton (16-18)
McKenzie Mitchell (16-18)
Decklan Fisher (16-18)
Jon Selby (16-18)
Laila Mirza (16-18)
Patrick Reid (16-18)
Tyler Keiser (16-18)
Melissa Laws (16-18)
T'Nae Fitch (16-18)
Avalon Fortt (17-19)
Zanab Iqbal (17-19)
Jessica Wynne (17-19)
Dana Kim (17-19)
Cooper Richins (17-19)

Liam Hammond (16-19)
McCammon Mottley (16-19)
Caroline Matthews (17-20)
Craig Birckhead-Morton (17-20)
Richard Poist (17-20)
Chloe Goddard (16-20)
Amber Whittaker (19-20)

* = Appointed to fill an unexpired term

Updated: December 3, 2019
Printed: December 7, 2020

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>
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	*05-08-11-14-17, 17-20
Glenn Irwin	D-7, Mitreic	Ocean City	14-17, 17-20
Thomas Babcock	D-4, Elder	Whaleyville	15-18, 18-21
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15-18, 18-21
Larry Fykes	D-1, Nordstrom	Pocomoke	*16-19, 19-22
James Purnell	D-2, Purnell	Berlin	19-22
David Dypsky	D-3, Church	Ocean City	*11-14-17-20, 20-23

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) | Larry Duffy (*17-19) |
| 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



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Siren System Update

Date: 29 December 2020

The Department of Emergency Services is seeking direction from the County Commissioners regarding outdoor public warning sirens. There are a total of 19 outdoor public warning sirens within Worcester County excluding those owned and maintained by the Town of Ocean City. There is a demarcation in responsibility for these devices with the Department of Emergency Services holding responsibility for siren control boxes and the system that supports their activation. Providing power as well as the siren itself has historically been the responsibility of third-parties, typically a local volunteer fire company or municipality.

While the siren control system was formerly under maintenance contract with a local two-way radio shop that company was purchased by a corporate entity and is no longer available as a vendor for these services. Attempts to locate another vendor that is partnered with the manufacturer of our siren control system has been unsuccessful. Further the demarcation in maintenance responsibility between my department and third-parties frequently creates complexity that is inefficient to ensure effective operation.

To this end, I ask for direction and guidance for the desired level of service, support, and continued operation of outdoor public warning sirens within Worcester County. Should continued operation be desired, we will need to perform a baseline assessment of the system, add additional controllers, and potentially perform replacement of certain sirens. My staff have been in contact with the manufacturer of our siren control system regarding the travel of a manufacturer's technician to Worcester County to perform a full assessment and preventive maintenance visit. A quotation for that service is attached.

I am available to answer any questions at your convenience.

Attachments (1)

//JEH//

Protecting people and our planet

 US : 2645 Federal Signal Drive, University Park, Illinois 60484 | Tel +1 708 534 4756
 UK : Silk House, Park Green, Macclesfield, Cheshire SK117NA, | Tel +44 (0)1625 66 66 00
www.fedsig.com

 Number : **SYSQ5022**
 Date : **11/17/2020**
 Expiration Date : **06/05/2021**
Quoted
Company:
Worcester County
To:
James Hamilton
 410-632-3080
 jhamilton@co.worcester.md.us

Your Sales Rep:
Keith Conklin
 System Sales Manager
 Phone 708-285-2611
 kconklin@fedsig.com

Prepared By:
Keith Conklin
 System Sales Manager
 Phone 708-285-2611
 kconklin@fedsig.com

Notes:
 Here is the quote you requested.

Project Ref:

SYSPROJECT1846

		Terms	Ship Via	FOB	
		NET 30 With Account Approval	Ex-Works, University Park, IL	Origin	
Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	5	ISYS-COM-STD-ON	Commissioning Engineer Onshore Day Rate - Per 10 hour man day (or part thereof). - Applicable for work, travel, standby, induction & training days. - Overtime hours 10 to 12 are chargeable at pro-rated rate. - Overtime hours 12+ are chargeable at pro-rated rate. -This is a non-fixed service estimate. -Final invoice will be based on actual time served and costs incurred supported by signed-off timesheets and receipts. -Refer to our standard rates document for applicable notes (terms).	\$1,650.00	\$8,250.00
2	2	ISYS-TRAVEL-DAY	Commissioning Engineer Daily Travel Rate.	\$1,650.00	\$3,300.00
3	1	ISYS-COMEXP1	Commissioning Expenses includes but not limited to airfare economy class unless flight exceeds 10 hours, visa costs, site required medical exams, car rental/taxi's, meals, hotel and other miscellaneous expenses. All which will be invoiced at cost plus 10%, plus local withholding tax rate if withholding tax rate applies.	\$2,500.00	\$2,500.00

Lead Time:

SubTotal	\$14,050.00
Tax	
Total USD	\$14,050.00
Recurring Totals	\$0.00

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Quote Approved By: Keith Conklin

Closing Notes:

Cancellation Schedule:

-Percentages shown are of total order value with weeks representing number of weeks from receipt of official order:

10% after 2 weeks.

20% after 4 weeks.

40% after 6 weeks.

80% after 8 weeks.

Delivery Schedule:

-From receipt of official purchase order, delivery is based upon the agreed upon schedule. Production does not commence until receipt of approved drawings to Code B(approved with comments)

Warranty/Guarantee:

Federal Signal guarantees for both defective materials and workmanship for a period of 18 months from date of shipment, or 12 months from date of commissioning. This guarantee is not valid for equipment that has;

- not been stored correctly
- been incorrectly installed
- been operated outside the stipulated operating conditions
- been subject to misuse or vandalism.

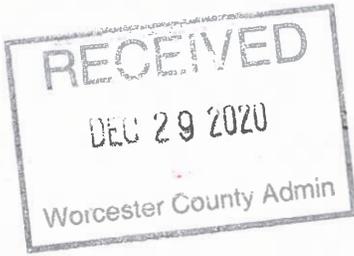
Note that where commissioning is carried out by FS Engineers, the 12 months warranty period starts from completion of commissioning. Please note that our warranty / guarantee only covers goods returned to our factory for repair or replacement. If a Site visit(s) by one of our Engineers is required then visit(s) is not covered by the warranty/guarantee agreement. Warranty Site rate charges would be at standard commissioning rates with all required parts charged at the price in force at the time of work being carried out. Associated travel days to and from site will be also be charged at FS standard rated and all expenses are chargeable @ cost + 10%.

Storage Charges:

-0.5% storage charge per month on total amount of invoice applies if product is not pickup/shipped within two weeks after signed FAT.

Quote Approved By: _____ Date: _____

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Procurement of ¾-Ton Truck

Date: 28 December 2020

The Department of Emergency Services is seeking approval to procure a ¾-Ton Truck for the purposes of towing emergency response trailers and servicing mobile equipment. The Department currently maintains a fleet of trailers weighing up to 10,000 however the Department's current fleet has a maximum tow capacity of 5,200. The Department's trailers include specialized resources for mass casualty response, mobile power generation, emergency heating and air conditioning, and supporting COVID-19 Point of Testing / Point of Vaccination clinics. Due to substantially increased use of these trailers several times per week, time is of the essence for this procurement.

The proposed vehicle would be designated as a specialized emergency response vehicle and not utilized for day-to-day transportation. It is proposed to be fitted with a mobile fueling tank supporting in-field fueling of diesel and gasoline power equipment such as emergency generators. Funding for this vehicle is provided within the FFY2019 State Homeland Security Grant Program and the Department has been working closely with the Department of Public Works Fleet Maintenance division to develop specifications and review available procurement options.

Friday, December 4, 2020, prices were received and tabulated by Fleet Maintenance for the emergency purchase of one new vehicle requested by Emergency Services. Listed below is a summary of the prices submitted:

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

Hertrich Fleet Milford, DE	2020 Ram 2500 Crew Cab 4WD	\$33,987.00
Criswell Fleet Gaithersburg, MD	2020 Ram 2500 Crew Cab 4WD	\$35,975.00
Pittsville Ford Pittsville, MD	2021 Ford F250 Extended Cab 4WD	\$40,069.00
Lindsay Ford Wheaton, MD	2021 Ford F350 Crew Cab 4WD	\$40,692.20

Maryland State DGS vehicle blanket purchase order contracts expired 12/04/2020 and factory orders are estimated to have an approximate lead time of at least twelve months. Therefore, it is recommended that we make a on the lot purchase.

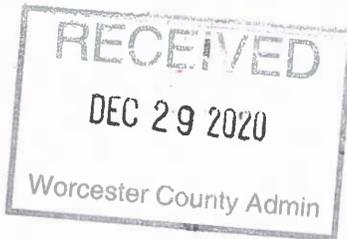
The lowest Priced for vehicle from Hertrich does not meet all the specifications, The exterior color is black with chrome appearance package. The truck is equipped with a 6.4 ft short bed as well as cloth interior therefore, it is not recommended to purchase this vehicle.

The next lowest priced vehicle from Criswell Fleet does not meet all the specifications. The vehicle is equipped with a 6.4 ft short bed. Furthermore, the vehicle is located 3 hours away. With current Covid-19 issues, delivery or pick up of this vehicle could be delayed.

Therefore, it is recommended to stay local and purchase the next best priced vehicle that also meets all specifications and requirements from Pittsville Ford in Pittsville Md. The vehicle from Pittsville Ford does meet all the specifications needed to include a 8 foot long bed.

I am available to answer any questions at your convenience.

//JEH//



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Procurement of Personal Protective Equipment

Date: 28 December 2020

The Department of Emergency Services is seeking authorization to release a request for bids of Personal Protective Equipment for use by public safety personnel within Worcester County. Obtaining this PPE is of critical importance for employee safety related to COVID-19. Due to the exigency of this procurement, the Department requests that bids be returned by 1:00PM on Monday January 11th and that staff, under the direction of the Chief Administrative Officer and County Attorney, be delegated to select the vendor presenting the best value to the County. Best value is proposed to be derived through evaluation of bid price per unit, vendor's ability to deliver, and quality of goods.

Throughout the COVID-19 Pandemic, staff have attempted to balance reasonable inventory levels and reasonable pricing in a highly volatile commodity market while ensuring that no emergency responder or critical worker goes without the appropriate Personal Protective Equipment. Through this procurement the Department desires to balance the time sensitive nature of the procurement with the greatest fiduciary controls that are feasible. Upon completion of the procurement, it is the intention of the Department to submit this expenditure as a claim against the Federal Emergency Management Agency's Public Assistance Program thus recovering 75% of the purchase cost from that funding source.

I am available to answer any questions at your convenience.

Attachments (1)

BID FORM

Personal Protective Equipment

I/we have reviewed the specifications and provisions for furnishing Personal Protective Equipment and understand said requirements including delivery requirements. I/we hereby propose to furnish the equipment as specified, from my/our directly controlled inventory, at the following prices:

50,000 Units 3M 1860: _____

50,000 Units Level 3 Isolation Gown: _____

1,800 Boxes Nitrile Exam Gloves: _____

The products will be delivered within _____ calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

INSTRUCTIONS TO BIDDERS

1. **BIDS**

Bids should be submitted in sealed envelope(s) clearly marked in the lower left-hand corner "PPE". Bids received after the bid deadline of January 11, 2021 at 1:00PM will not be accepted.

2. **BID FORMS**

Bids are to be submitted on forms provided in this package. Bid forms are to be completed in their entirety and all requested information provided. Where indicated, bids are to be signed by an individual authorized by the bidding company. Incomplete or unsigned bid forms are cause for rejection of the bid.

3. **TERMS**

The County is exempt from all Federal and State taxes. Your prices should reflect same.

The County requires NET30 terms for payment.

In awarding the bid, the County may reject any bid, waive any formality, or accept any bid it determines to be in the best interest of the County.

4. **DELIVERY**

The County requires receipt of all materials within 7 calendar days of date of submission of purchase order.

5. **FUTURE PURCHASES**

As the need for PPE related to the COVID-19 Pandemic is continuous and evolving, the County may exercise the pricing contained within this bid, at the option of both parties, for future procurements.

SPECIFICATIONS

N95 RESPIRATORS

Respirators shall be 3M Model 1860 Health Care Particulate Respirator and Surgical Mask.

Respirators shall be “Regular” size

Respirators shall be sealed in original 3M packaging NIOSH and FDA Clearance markings

Respirators shall have an expiration date of not less than 18 months from date of delivery

ISOLATION GOWNS

Isolation Gowns shall meet ANSI/AAMI PB70:2003, “Liquid barrier performance and classification of protective apparel and drapes intended for use in health care facilities.” as “Level 3: Moderate Risk”.

Gowns shall be of a “Spun Woven” material featuring elastic style cuff.

GLOVES

Gloves shall be powder free, made of nitrile, and “medical grade”.

Gloves shall be packaged at 100 units (50 pairs) per box.

Gloves shall be delivered as 200 boxes size Medium, 1,000 boxes size Large, and 600 boxes size Extra Large.

AVAILABILITY OF INVENTORY

As the County understands that the market for Personal Protective Equipment is very volatile, the county desires to insulate itself from risks associated with delays in availability or delivery. As such, the County expects that those materials bid within this request are currently in the direct possession of the bidder with the bidder having full title to those materials and that no delays may be caused by issues with upstream suppliers.



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL: 410.632.5610
www.co.worcester.md.us/departments/it

To: Harold Higgins, Chief Administrative Officer

From: Brian Jones, IT Director

Re: Recommendations for Broadband Vendor

Date: December 7, 2020

On November 30, we reviewed two bid proposals from interested vendors to become broadband partners for Worcester County. After several initial responses we received two RFP proposals at the time of deadline. Proposals from the following vendors were received:

Bloosurf-Salisbury, MD
Talkie-Chestertown, MD

We forwarded our bid proposals to CTC, our county broadband consultant for their input. After a general discussion CTC provided a grading scale which I have attached. After a thorough review, CTC recommended Talkie.

In conclusion, I recommend that we select Talkie as our broadband partner with no monetary commitment at this time. I would further request that we form a broadband committee to guide future county-wide broadband planning initiatives.

Scoring Area	Description	Bloosurf	Notes	Talkie	Notes
1. Experience	Footprint of service	Maryland, Delaware		Maryland	
	Years of Experience	10		8	
	County subscribers	200		0	
	Other subscribers	800		700	
	Office location	Salisbury, MD		Chestertown, MD	
2. Proposed Timeline	Timeline	phase 1 after 6 months, phase ii after another 6 months		1st customer within 6 months endpoint TBD	
	How it will be met	Adding more towers		Work with County	
3. PFSAs	Areas targeted	All		All	
	# of passings	95% of what he claims FCC says are unserved (2500)	He doesn't understand FCC methodology	6150	
4. Route Miles	Underground vs Aerial	N/A		underground	
5. Technology description	Tech type and where	fiber backhaul Mu-MiMo on towers, access network EBS and/or CBRS	first phase would be an upgrade of existing network. 2nd phase would add capacity.	GPON/XGS-GPON	excellent
6. Passed address points		2500		6150	
7. Speed tiers	Broadband	25/3 50/5	That's not great	100/100 Mbps 400/400 Mbps Gig/Gig	Great.
	Non-Broadband	15/2		N/A	
8. Price	Overall	\$1.1 or \$1.5 Mil	Very good price	Not given	
	Provider part	25%	not bad	Labor, drops and CPE	Backhaul/lease costs not mentioned. Probably a pretty good deal, but hard to know without examples.
	In-Kind	1. Leverage its backhaul and IP connectivity to provide Ad Hoc additional services for free or at a reduced price to the County. These services can include IP connectivity to anchor institutions already on the MDBC fiber network, Wi-fi free spots in anchor institutions already on the MDBC fiber network. 2. Dedicated "low income family" solution for a reduced price to the County who would identify such families. Bloosurf would bill the County. 3. Bloosurf could also offer a courtesy audit to review the cybersecurity posture and defense baseline of the County IP network.	very decent in-kind	free service to all anchor signs and would make twelve (12) dark fibers available to the County for its use throughout the service area, which Talkie would service and maintain. Moreover, Talkie Hotspots will be installed and offered free to the public (i.e., both customers and non-Talkie customers) throughout the service area in key community areas, i.e., farmers markets, parks, public gathering spaces, etc.	Very generous
	County/Other part	75%		Material costs need to be externally funded	Any equipment rentals?
9. Subscriber Pricing	Tier pricing	Speed Price 15/2Mbps \$60 25/3Mbps \$80 50/5Mbps \$150	Expensive	100/100 Mbps for \$69.99; 400/400 Mbps for \$79.99; and Gig/Gig for \$89.99	Great price. But no baseline tier
	Activation Fees	\$150	Not great	0	Big deal
	Other Fees	\$3,000 for difficult houses	Bad	Optional router rental \$9.99 will be per month or for purchase at \$174.99.	Very good

Scoring Area	Description	Bloosurf	Notes	Talkie	Notes
10. Drop Costs	Cost	\$150 if lateral is needed		0	Very good
	Cost sharing formula			0	Very good
	Other notes			0	Very good
11. Contract Requirements		1 year or deposit	Not great, but typical for wireless	No commitments	Very good
12. References		MDBC, Rick, DE CIO, Chesapeake Bay Foundation		MDBC, Queen Anne's	



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

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: December 4, 2020
SUBJECT: Ocean Pines Service Area
 Golf Course Irrigation Consultant

DIVISIONS

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

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

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

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

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

The Water and Wastewater Division has been working with the Management and Golf Course Staff at Ocean Pines to develop a program for investigating the use of treatment plant effluent on the golf course.

As an initial step, we asked for proposals from experienced golf course irrigation firms to evaluate the cost to upgrade the irrigation system at the golf course. We solicited proposals from 4 firms listed below:

Consultant	Headquarters Location	Price
Michael Kuhn and Associates	Birmingham, MI	\$1,250
EC Design Group LTD	Des Moines, IA	\$6,500
C-Tech Solutions, Inc.	Ross, OH	\$6,750
Hydro Design Inc.	Frederick, MD	\$8,800

In reviewing the proposals with the Golf Course management team, other than the proposal from Michael Kuhn and Associates (MKA), the prices were very consistent considering the scope of work was left to be defined by the consultant. The MKA proposal was a 1-page letter with no scope of work details provided so it was not considered responsive.

Of the 3 other consultants, the team focused on Hydro-Designs for the following reasons:

Current, relevant work on the eastern shore – Plantation Lakes, DE, Rehoboth Beach, DE, and Bayside Golf Course, Fenwick Island, DE were all designed by Hydro Design, Inc. They also were consultant for the design of the Glen Riddle Golf Course irrigation system here in Worcester County where effluent is sprayed on the golf course.

Headquarters Location – Considering that this could be a project spanning several years, the travel expense of a consultant only several hours away by car versus the cost of a consultant flying to the site when they are needed will be significant.

In November, a representative from Hydro Designs, Inc, met with Deputy Director John Ross and Ocean Pines personnel to discuss the proposal. The meeting was informative and the consultant offered several suggestions to make the evaluation more useful. They displayed a good understanding of the project and

Based on the information provided above, we are recommending that Hydro Designs, Inc. be contracted for the evaluation and cost estimate development for the irrigation system replacement at the Ocean Pines Golf Course. Funding in the amount of \$25,000 was included in account number 555.8001.6530.100 of the 2020/21 budget.

Attached is an email from the Ocean Pines Golf Course Superintendent concurring with this recommendation.

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

cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

John Tustin

Subject: FW: Hydro Solutions

From: Justin Hartshorne <jhartshorne@oceanpines.org>
Date: December 4, 2020 at 11:37:59 AM EST
To: John Ross <jross@co.worcester.md.us>
Subject: **Hydro Solutions**

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

John,

Ocean Pines Golf Club agrees that moving forward with Hydro Designs Inc. for our irrigation system evaluation and design would be a great decision. Please feel free to contact me with any questions or concerns.

Thank you,

Justin Hartshorne
Golf Course Superintendent
Ocean Pines Golf Club
724-355-9922

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MICHAEL KUHN & ASSOCIATES, INC.
IRRIGATION DESIGN CONSULTANTS

AGREEMENT BETWEEN IRRIGATION CONSULTANT AND OWNER

AGREEMENT made this twenty-eighth day of August, 2020, between

MICHAEL KUHN & ASSOCIATES, INC.
2352 Dorchester Rd
Birmingham, Michigan 48009

hereinafter called the "Irrigation Consultant", and

CITY OF OCEAN CITY
1000 Shore Lane
Ocean Pines, Maryland 21811

hereinafter called the "Owner."

PROJECT: Golf Course Irrigation System – Ocean Pines Golf Course
Evaluation and Recommendations (One time visit)

ARTICLE I - IRRIGATION CONSULTANT'S SERVICES

Prepare a study and present findings in a combined verbal written and graphic format. Included in the study:

- A. An overview of the site criteria that impacts irrigation including topography, soils, and vegetation.
- B. A brief analysis of the existing system, including coverage, water application efficiency, system hydraulics, and an assessment of existing components.
- C. An analysis of the existing water supply, including component quality, capacity, and operation. Investigate and provide estimates on developing alternate sources of water, if necessary.
- E. Assist Owner/City with preliminary cost estimate for all proposed improvements, including potential alternates.

ARTICLE II - FEE

The Owner shall compensate the Consultant in accordance with the provisions of the Agreement as follows:

At presentation of completed study \$ 1,250.00

ARTICLE III - TERMS

1. Invoices due and payable upon receipt. Accounts exceeding 30 days without prior approval will be charged 1-1/2% per month late charge.
2. Tentative start date would be October 19th and report completion October 30th.

If these services, or any portion thereof, are rendered 12 months or more after contract day, Consultant reserves the right to adjust the fee schedule up to a maximum of 15% increases.

ARTICLE V - REIMBURSEMENTS

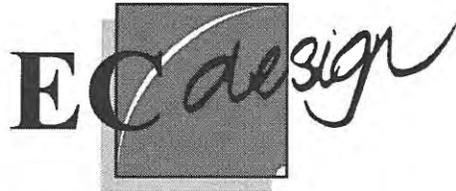
The following reimbursable items are not included in the fee and are to be billed at the end of each month:

1. Outside consultant services when required (with Owner's prior approval).
2. Reproduction cost for printing documents in excess of eight complete sets. Reimbursement will be at Consultants direct cost.
3. Travel expenses for one (1) site visit, including lodging, rental and airfare.

ACCEPTED;

_____ Date _____
 City of Ocean City – Ocean Pines Golf Course

_____ Date _____
 Michael Kuhn & Associates, Inc.
 Michael J. Kuhn –President



ERIK CHRISTIANSEN DESIGN GROUP, LTD.

SERVICES AGREEMENT

THIS AGREEMENT between **Erik Christiansen Design Group, Ltd.**, 400 - 5th Street, West Des Moines, Iowa 50265 ("Irrigation Consultant") and **Worcester County Department of Public Works – Ocean Pines Community Golf Course** ("Owner and/or Client") and is entered into on the date signed by Irrigation Consultant. The parties agree as follows:

1. **Irrigation Consultant's Services.**

- a. Irrigation Consultant agrees to provide Client professional services for the irrigation improvement for the project described on Exhibit A attached hereto (the "Project"). The services to be provided are itemized on Exhibit A ("Services"). Client has reviewed the Services and agrees that the Services represent the scope of work Irrigation Consultant is to perform.
- b. Additional Services beyond the foregoing services may be provided if confirmed in writing.
- c. Irrigation Consultant agrees to provide its professional services in accordance with generally accepted standards of its profession. Irrigation Consultant agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this Agreement.
- d. Notwithstanding any other term in this Agreement, Irrigation Consultant shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.
- e. Any construction-phase services will only be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Irrigation Consultant maintains the right but not the duty to recommend that Client reject work that does not appear to conform generally to the plans and specifications. Irrigation Consultant shall not have any liability for recommendations made in good faith.
- f. The Irrigation Consultant's diagrammatic plans and specifications contain a design build element and are not intended to contain all detailed information requested and necessary for the installation of the work. The plans and specifications may be

changed for modification throughout the Project. Any changes after final design shall be Additional Services.

- g. Irrigation Consultant shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

2. **Client's Responsibilities**

- a. Client agrees to provide Irrigation Consultant with all information, plans, drawings, surveys, reports, documentation, and professional recommendations requested by Irrigation Consultant to provide its professional services. Irrigation Consultant shall rely solely on the accuracy and completeness of these items.
- b. Client agrees to advise Irrigation Consultant of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing.
- c. Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project. Irrigation Consultant can assist Client with this obligation by assisting in completing and submitting appropriate paperwork and forms to governing authorities.
- d. Client agrees to provide the items described in this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Irrigation Consultant services.

3. **Compensation and Payments**

- a. Client agrees to pay Irrigation Consultant for Services and Additional Services as set forth on Exhibit A.
- b. Client agrees to pay Irrigation Consultant Reimbursable Expenses including but not limited to the following: duplicating, plotting of documents for reproduction, lodging, airfare and postage.
- c. Irrigation Consultant shall bill Client for Services and Reimbursable Expenses once a month. All payments are due upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

4. **Termination**

- a. Either Client or Irrigation Consultant may terminate this Agreement upon thirty days written notice.
- b. If terminated, Client agrees to pay Irrigation Consultant for all Services rendered and Reimbursable Expenses incurred up to the date of termination.
- c. Irrigation Consultant may suspend the performance of its services if Client fails to pay Irrigation Consultant in full for services rendered or expenses incurred. Irrigation

Consultant shall have no liability because of such suspension of service or termination due to nonpayment.

5. **Ownership of Documents**

- a. All instruments of professional services prepared by Irrigation Consultant including but not limited to, drawings and specifications are the property of Irrigation Consultant, and these documents shall not be reused on other projects without an Irrigation Consultant's written permission. Irrigation Consultants retain all rights, including the copyright in its documents. Client or others cannot use Irrigation Consultant's documents to complete this Project with others unless Irrigation Consultant is found to have materially breached this Agreement.
- b. Irrigation Consultant reserves the right to include representations of the Project in its promotional and professional materials.

6. **Governing Law**

- a. This Agreement is governed by the law of the state of Maryland.

7. **Entire Agreement and Severability**

- a. This Agreement is the entire and integrated agreement between Client and Irrigation Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Irrigation Consultant.
- b. In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of this Agreement shall survive and remain enforceable.

8. **No Assignment**

- a. Neither party can assign this Agreement without the other party's written permission.

9. **Indemnification**

- a. Client agrees to indemnify, defend and hold Irrigation Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Irrigation Consultant's negligent errors or omissions.

10. **Attorneys' Fees**

- a. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

11. **Waivers of Consequential Damages and Subrogation**

- a. Client and Irrigation Consultant waive all claims to consequential damages for any claims or disputes arising out of or relating to this Agreement.
- b. In addition, Client and Irrigation Consultant waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

12. **No Third Party Beneficiaries**

- a. Nothing in this Agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this Agreement except Irrigation Consultant and Client.

13. **Expiration of Proposal**

- a. If this Agreement is not accepted within thirty (30) day, the offer to perform the described services is withdrawn and shall be null and void.

IRRIGATION CONSULTANT
Name:

Erik Christiansen Design Group, Ltd.

By _____
Erik Christiansen, President

Dated: _____

CLIENT
Print Name: _____

Signature: _____

Address: _____

Dated: _____

EXHIBIT A

August 14, 2020

John Ross – Deputy Director of Public Works
Worcester County Department of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

ARTICLE 1: PROJECT

That the Client does hereby consider employing the Irrigation Consultant to render professional services for an Irrigation Evaluation of "Ocean Pines Community Golf Course" to the extent and kind defined in Article 2, below.

ARTICLE 2: SERVICES

The professional service of the Irrigation Consultant shall be as follows:

IRRIGATION EVALUATION/FEASABILITY STUDY

- ◆ Review & Analyze Existing Documentation
 - ◆ Irrigation as-built drawing
 - ◆ Other pertinent irrigation documents supplied by Owner
- ◆ Water Source Analysis
 - ◆ Analysis of current water sources relative to desirable capacity
 - ◆ E.T. (evapotranspiration) calculation
- ◆ Pump Station Analysis
 - ◆ General status of current station
 - ◆ Pressure and flow controls
 - ◆ Future water augmentation/filtration analysis
- ◆ Hydraulic Piping Analysis
 - ◆ Irrigation Main line
 - ◆ Irrigation Lateral line
 - ◆ Condition and pipe velocity evaluation for future hydraulic recommendation
- ◆ Electrical Analysis
 - ◆ Irrigation 120 VAC source (primary)
 - ◆ Satellite 24 VAC source (secondary)
 - ◆ Evaluation and integrity of existing utilities
- ◆ Irrigation Product Applications
 - ◆ Sprinkler and infrastructure evaluation
 - ◆ Current controller analysis
 - ◆ Suggested product and/or programming recommendations and improvements
- ◆ Budgetary Improvement Costs
 - ◆ Complete irrigation study summary of all facets with associated budgetary costs
 - ◆ Client Presentation of Findings & Budgets
 - ◆ Presentation delivered on Powerpoint

TOTAL PROFESSIONAL SERVICES & ASSOCIATED FEES.....\$6,500.00*

****Plus all related travel and reimbursable expenses.***

ARTICLE 3: ADDITIONAL SERVICES & PAYMENT

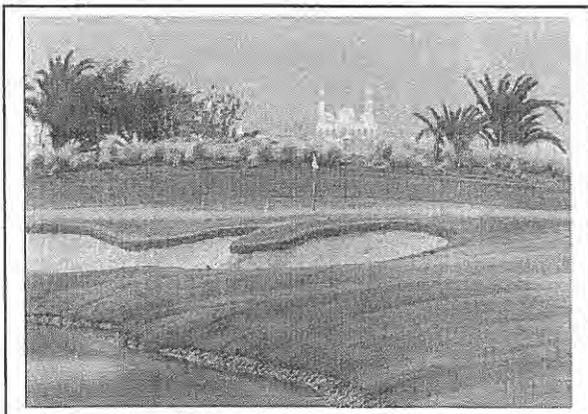
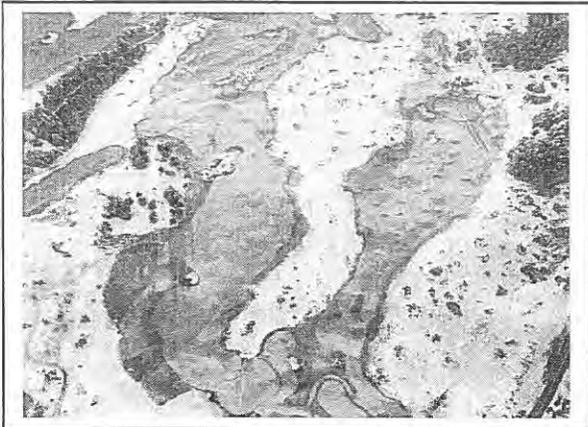
The Client agrees to pay the Irrigation Consultant for professional services as follows:

1. All extra work shall be billed on a monthly basis after completion of the Items described in Article Fees as specified in the above phase.
2. A fee of .55¢ per mile, or airfare, plus all related expenses, shall be payable extra work for all field trips to the site as requested by the Client, *as stated in the Service Agreement*. All additional fees (extra work) and Additional Services above and beyond the stated Phases shall be billed at a rate of \$125.00 per hour.

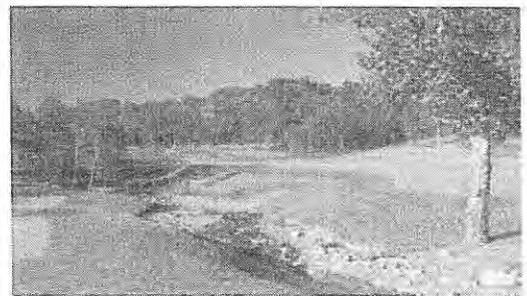
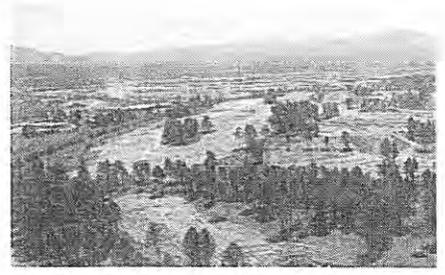
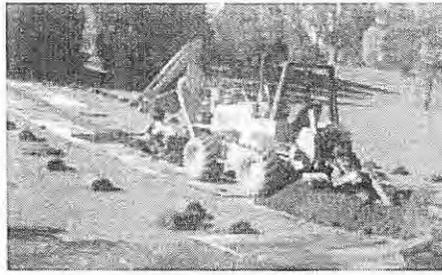
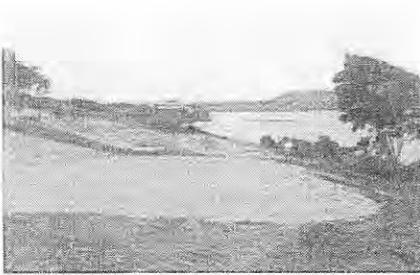
CURRENT PROJECTS IN DESIGN OR CONSTRUCTION

Chicago Golf Club Wheaton, IL
 Congressional Country Club Bethesda, MD
 Sleepy Hollow Country Club Briarcliff Manor, NY
 Bethesda Country Club Bethesda, MD
 Two Rivers Country Club Williamsburg, VA
 The Country Club of Virginia (James River)..... Richmond, VA
 Mt. Kisco Country Club Mt. Kisco, NY

Old Warson Country Club St. Louis, MO
 Driftwood (Discovery Land)Dripping Springs, TX
 Robert Trent Jones Golf Club Gainesville, VA
 Rumson Country Club Rumson, NJ
 Shady Oaks Ft. Worth, TX
 Sand Valley Golf Club Nekoosa, WI
 Diplomat.....Hallandale Beach, FL



Old Warson Country Club	St. Louis, MO	The Ranch	Valentine, NE
Park Ridge Country Club	Park Ridge, IL	The Tribute Golf Club	The Colony, TX
Preston Trail	Dallas, TX	Trinity Forest Golf Club	Dallas, TX
Queenstown Harbor	Queenstown, MD	Troubadour Golf Club	College Grove, TN
Robert Trent Jones Golf Club	Gainesville, VA	Tryall Club in Montego Bay	Hanover Parish, Jamaica
Rumson Country Club	Rumson, NJ	Two Rivers Country Club	Williamsburg, VA
Salisbury Country Club	Salisbury, VA	Vestavia Country Club	Birmingham, AL
Sleepy Hollow Country Club	Briarcliff Manor, NY	Westchester Hills Golf Club	White Plains, NY
Sunset Ridge Country Club	Northfield, IL	Westborough Country Club	St. Louis, MO
Sutton Bay Golf Course	Agar, SD	Whippoorwill Club	Armonk, NY
Sycamore Country Club	Ravena, NY	Woodmont Country Club	Rockville, MD



Proposal

Irrigation System Evaluation



**Ocean Pines Golf Club
100 Clubhouse Dr.
Ocean Pines, MD 21811**

Provided by

C-Tech Solutions, Inc.

C-Tech Solutions, Inc.



PO Box 124
 4256 Hamilton Cleves Hwy
 Ross, Ohio 45061

Phone: 513-738-3456
Email: tcampbell@ctechgolf.com
Website: <http://www.ctechgolf.com>

Evaluation Overview

C-Tech Solutions Inc. would like to thank you for the opportunity to submit a proposal to evaluate the current irrigation system at Ocean Pines Golf Club, an 18-hole course in Ocean Pines, MD. We believe that C-Tech years of experience in each aspect of Irrigation Design, Installation and Service, makes us uniquely suited to partner with you in this endeavor.

Please see the outline below for the procedures and processes we will use to evaluate the system.

Project Scope

- ◆ Existing System Evaluation:
 - Interview all key personnel to gain a history of the existing system.
 - Conduct Field Assessment.
 - Evaluate the current 18-Hole irrigation system, as well as auxiliary systems used on other Common Areas (CH Lawn, Pool Area, Landscaping, etc.).
 - Evaluate current Pump station, water sources and any transfer systems.
 - Evaluate control system(s).
 - Collect precision analytical data on at least 2 existing golf holes for evaluation of spacing/efficiencies.
 - Review all existing As-Built drawings.
 - Generate coverage map using GPS collection data.
 - Generate system evaluation report.
- ◆ Provide Irrigation Impact Study

An Irrigation Impact Study would provide a road map for the future installation of a new system and a more comprehensive estimated cost to pursue it. It would include:

 - “Real World” Sprinkler Head Layout and Coverage plans based on new UAV Aerial, Digital Elevation Model and 3D virtual environment.
 - Mainline Routing to determine overall impact to installation costs
 - Cost analysis of system updates

System Evaluation

1. Site Visit

A. Interview all key personnel

- ◆ Discuss and record:
 - Historical data about the system.
 - Operational review / concerns / current state of system components.
 - Issues encountered over the last 5 years
- ◆ Compile any related documentation
 - Any recorded data regarding recent repairs
 - Any recent renovations
 - Operation Costs

B. Field Assessment - General

- ◆ Hole by Hole Review
 - Get familiar with course layout and any special topographical and environmental conditions throughout the course.
 - Review specific watering needs, any deficiencies experienced and review coverage/efficiency of:
 - Green complexes and surrounds.
 - Fairways and Approaches
 - Any bunker/mounding irrigation
 - Tee complexes
 - Roughs
- ◆ Review practice area irrigation, range tee, range floor, chipping greens and short course areas (if applicable).
- ◆ Walk through of clubhouse irrigation and any other commercial type irrigation areas on property
- ◆ Review any natural or other areas on property that are non-irrigated but could affect any future renovation work. (wetlands, Audubon sanctuaries, etc.)

C. Field Assessment - Water Sources /Pumping Systems

- ◆ Inspect water sources (City Water, Lakes, Wells, etc.) for operation, capacity and viability.
- ◆ Evaluate refill source(s) for capacity.
- ◆ Inspect water pressurization systems as relevant. (Pumps, City Water, Booster Pumps)
 - Look for signs of wear and deterioration.
 - Look for any components obsoleted by manufacturer
- ◆ Inspect flow tests of pump station or schedule a flow test if one has not been performed in the past 18 months.
- ◆ Inspect communications method from pump station to central irrigation control PC. (if present)

D. Field Assessment - Control Systems

- ◆ Review current controls
- ◆ Verify operation / communication
- ◆ Determine viability / replacement part availability

E. Field Assessment - Sprinkler Heads and other key components

- ◆ Test various selected components for operation
- ◆ Visually inspect selected components for signs of wear
- ◆ Determine viability / replacement part availability of primary components
- ◆ Inspect for correct installation / performance / maintenance issues. (level, at grade, buried etc.)

F. Field Assessment - Analytical Data Collection of at least 2 Holes

- ◆ Aerial Data collection from UAV (drone). (FAA regulations dependent)
- ◆ If UAV collection not possible - Collect survey grade GPS base features including Greens, Tees, Fairways, Bunkers, and Bodies of Water etc.
- ◆ Collect survey grade GPS data of irrigation components.

2. Data Processing and Analysis

A. Review all existing As-Built Drawings

- ◆ Main line pipe size and routing
- ◆ Main line and lateral valve locations
- ◆ Lateral pipe sizes
- ◆ Sprinkler head types
- ◆ Sprinkler head locations and spacing

B. Process GPS data

- ◆ Process survey grade data into Auto CAD format
- ◆ Process UAV data into Auto CAD format

C. Map Creation

- ◆ Create survey grade maps of holes collected with GPS data and UAV data.
- ◆ Place all existing sprinklers on map
- ◆ Perform analytical analysis of sprinklers based on manufacturer's performance data along with field collected data (spacing / coverage / efficiencies / distribution uniformity).
- ◆ Create coverage analysis map to show area efficiency of current system

3. Deliverables

A. Written Report - Conclusions / Summary of Findings

- ◆ History of existing system including key dates of installation and upgrades.

- ◆ Explanation of water supply and feasibility for future use.
- ◆ Pressurization systems status. (Pumps, City Water, Booster Pumps)
- ◆ Overview of existing control system(s).
- ◆ Sprinkler head condition and expected remaining life span.
- ◆ Spacing and operation of sprinkler heads.
- ◆ Overview of all piping for material type, size, flow rate and expected life span.
- ◆ Data and Maps as listed in sections above.
- ◆ Other relevant data.

A. Written Report - Recommendations

- ◆ Notations on areas of golf course that are not currently irrigated.
- ◆ Recommendations to correct any irrigation deficiencies.
- ◆ Long range planning recommendations for irrigation system renovation.

Impact Study

1. Site Visit Additions

A. Expand Base Data to encompass entire course

- ◆ Conduct small Unmanned Aircraft System (sUAS/Drone) flights with 75%-80% overlap to produce stereographic aerial of property to be irrigated (1500 – 5000 images collected).
- ◆ Position and collect Survey Grade ground control point to use as reference for Aerial (8-20 points dependent upon shape and size of property)

2. Data Development / Assessment / Analysis

A. Processing Additional Base Data

- ◆ Process Additional Ground Control Point Survey Grade GPS positions.
- ◆ Perform photogrammetric processing of sUAS digital images to generate aerial, 3D spatial data and 2D DEM (Digital Elevation Model).

B. Create Preliminary Irrigation Design Set

- ◆ Use info gathered in Field Assessment section above to develop initial design criteria (defined site conditions, extents of coverage, overall "intent of design")
- ◆ Use sUAS aerial to digitize primary features (greens, tees, fairways, bunkers, etc) into AutoCAD dwg format.
- ◆ Integrate any master planning from Golf Architect (if applicable).
- ◆ Create sprinkler head layout and coverage plan specific to watering needs determined during field assessment.
- ◆ Add mainline routing to determine special circumstance impacts to cost (IE: Road crossings, creek/stream crossing, bridge crossing, routing through environmental sensitive areas (wetlands, Audubon sanctuaries, etc) and/or difficult excavation areas (rock, extreme elevations, etc).

- ◆ Sprinkler and mainline routing subject to review and acceptance by course and shall include up to 2 reviews and subsequent modifications at price indicated in Fees section.

3. Additional Deliverables

A. Expanded Written Report¹ – Conclusions / Summary of Findings additions

- ◆ Accounting of expected Sprinkler types and counts.
- ◆ New system cost estimate.
 - Initial number based on sprinkler types and counts
 - Additional factors applied, based on:
 - Various material type selection
 - Control system selection
 - Main routing considerations
 - Time of installation
 - Contractor type (IE: National, Local, etc)
 - Various market factors
 - Long range planning recommendations (Road Map) (if requested)
 - Possible project segmentation in various phases
 - Impact to cost estimate (if applicable).

B. Plotted Drawings at 1"=100' Scale¹

- ◆ Aerial Base Map
- ◆ DEM (Digital Elevation Model) Map
- ◆ Sprinkler Head Layout with Mainline Routing Plan
- ◆ Sprinkler Coverage Plan. (Shows effective coverage Arcs for each sprinkler)

C. Digital Files¹

- ◆ Digital pdf copies of Written Report as indicated above
- ◆ Digital pdf copies of Plotted Drawings as indicated above
- ◆ Full resolution Aerial and DEM (Digital Elevation Model) files

¹ Full Copyright privileges of all materials shall be granted to both Course and C-Tech Solutions, Inc.

Fees and Payment Schedule

1. Payment Schedule

- ◆ An invoice for a good faith deposit of 10% shall be invoiced upon acceptance of this proposal.
- ◆ Remaining Invoices shall be submitted monthly in proportion to services performed to date.
- ◆ Invoices are payable upon receipt and payment is expected with 10 days.
- ◆ Invoices shall be considered past due if payment is not received within 30 days.
 - Past due invoice may be subject to 1.5% penalty/interest charge and may result in suspension of site visits and/or delays to fulfillment of deliverables.

2. Fees

System Evaluation as outlined	\$ 2,750.00 ¹
Impact Study as outlined	\$ 4,000.00 ¹
Total Amount	\$ 6,750.00 ¹

¹ Includes travel expenses for 2 visits. Expenses for additional visits (if requested) will be billed at cost, however, will be capped at a maximum of \$750 per visit

Accepted By: _____

Print Name: _____

Position: _____

Date: _____

Past Project Highlights

As of the date specified on the cover of this document, C-Tech has been involved in 570+ Golf Irrigation design projects, 430+ Mapping projects, and 800+ GIS/Spatial service projects.

The entries shown below are just a partial representation. The entire listing can be provided upon request.

<i>Project Name (GD Ranking)</i>	<i>Location</i>	<i>System Type (Services Provided)</i>
Birdwood GC	Charlottesville, Virginia	Toro (Design)
Bethpage, Black (37)	Farmingdale, N.Y.	Toro (Mapping)
Castellar Golf Club	Castellar, Spain	Toro (Design)
Camargo Club (44)	Cincinnati, Ohio	Toro (Design, Consulting, Mapping)
Double Eagle Club (92)	Galena, Ohio	Toro (Design, Consulting, Mapping)
Emirates GC – Majlis (75*)	Dubai, United Arab Emirates	Toro (Design)
Forest Hill	Bloomfield, New Jersey	Rain Bird (Mapping)
Friar's Head (28)	Baiting Hollow, NY	Toro (Mapping)
Garden City GC (51)	Garden City, NY	Toro (Design, Mapping)
George Wright GC	Hyde Park, Massachusetts	Hunter (Design, Mapping)
Hunters Ridge G&CC	Bonita Springs, Florida	Toro (Design)
Muirfield Village (16)	Dublin, Ohio	Toro (Design, Mapping)
North Fork CC	Cutchogue, New York	Rain Bird (Design, Mapping)
Oakmont CC (5)	Oakmont, PA	Toro (Design, Mapping)
Oasis Course - Golf City	Dubai, UAE	Toro (Design)
Pensacola CC	Pensacola, Florida	Toro (Design)
Pikewood National Golf Club (40)	Morgantown, WV	Toro (Design)
Maidstone Club (67)	East Hampton, NY	Toro (Design, Mapping)
Plantation Oaks	Ormond Beach, Florida	Toro (Design)
Shinnecock Hills (4)	Southampton, New York	Rain Bird (Design, Mapping)
St Davids golf Club	Wayne, PA	Toro (Design, Consulting, Mapping)
The Bridge	Bridgeton, NJ	Toro (Mapping)
Three Creek Ranch	Jackson Hole, Wyoming	Rain Bird (Design, Mapping)
Village Creek GC	Newport, Arkansas	Rain Bird (Mapping)
Wade Hampton GC (25)	Cashiers, NC	Rain Bird (Design, Mapping)

*Non-US Course Rank

Hydro Designs inc.

IRRIGATION • PUMPING SYSTEMS • AUTOMATIC CONTROLS

AGREEMENT BETWEEN CLIENT AND IRRIGATION CONSULTANT

This Agreement, effective as of August 17, 2020, is between Client, Worcester County Department of Public Works, 1000 Shore Lane, Ocean Pines, Maryland, 21811, and Irrigation Consultant, Hydro Designs, Inc., 3 College Avenue, Suite 8, Frederick, Maryland, 21701, for an inspection and evaluation of the existing golf course irrigation system at Ocean Pines Golf Club, 100 Clubhouse Drive, Ocean Pines, Maryland.

It is understood that the Client is considering using the golf course landscape for surface disposal of treated effluent from the Ocean Pines Wastewater Treatment Plant via the golf course irrigation system. The primary purpose of the activities contemplated by this agreement is to evaluate the current condition of the irrigation system as it applies to this goal and to recommend improvements to enhance the utility of the irrigation system in furthering this goal.

Article 1 Irrigation Consultant's Services

A. Irrigation Consultant's Services are:

1. Document Review

Receive and review documents having relevance to the existing irrigation system and with regard to using it for application of treated effluent. Documents may include original irrigation system design drawings, construction record drawings, site drawings and aerial photographs, hardware material lists, irrigation schedules, water use reports, soil test reports, and equipment service reports.

2. Site Inspection

Following receipt and review of the documents Consultant will make arrangements with Client to visit the site in order to conduct a detailed inspection of the irrigation system. Activities during the site visit include the following.

- a. Interview personnel involved with the system operation and maintenance.
- b. Inspect the visible components of the irrigation system including the pumping system, control system, and sprinklers.
- c. Observe system operation.
- d. Test water pressure and observe sprinkler precipitation patterns at multiple locations on the golf course.
- e. Audit precipitation with irrigation catch cans and subsequently calculate the precipitation rate and distribution uniformity at two or three locations on the golf course.
- f. Observe pump station operation.

3. Report

Following Consultant's review of the documents and the site inspection, Consultant will prepare and deliver via email a written report. The report will contain the following items.



3 College Avenue, Suite 8 • Frederick, MD 21701
301/360-9663
michaelkrones@hydrodesigns.com

- a. Review of existing conditions, hardware complement and condition, pump station performance, control system performance.
- b. Appropriateness of existing system for the landscape.
- c. Recommendations for improvements or replacement, with estimates of design, consulting, and construction costs.

B. Excluded Services

The following are not a part of Irrigation Consultant's Services and are the responsibility of others. Excluded Services include, but are not limited to, the following:

1. Topographic and existing feature surveys;
2. Plans showing existing and/or proposed landscaping, hardscape, buildings, easements, etc.;
3. Existing site engineering and utility base information;
4. Professional engineering certification.

- C. Irrigation Consultant agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 Client's Responsibilities

- A. Client agrees to provide Irrigation Consultant with all information, surveys, reports, and professional recommendations and any other related items requested by Irrigation Consultant in order to provide its professional services. Irrigation Consultant may rely on the accuracy and completeness of these items.
- B. Client agrees to arrange for personnel to operate the irrigation system and accompany irrigation consultant during the site inspection.
- C. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Irrigation Consultant's services.

Article 3 Estimated Schedule

Irrigation Consultant shall render its services as expeditiously as is consistent with professional skill and care. The site inspection will occur within four weeks following receipt of a signed agreement and the documents referred to in Paragraph 1.A.1, above, and must occur when the irrigation system is operational, i.e. when it is not winterized. The report will be completed and delivered within four weeks following the site inspection.

Article 4 Compensation and Payments

- A. Client agrees to pay Irrigation Consultant a lump sum fee of \$8,800.00 plus expenses.

Services not otherwise included in the above scope shall be provided on a time basis of \$185.00 per hour or for a negotiated fixed fee.



Hydro Designs, Inc.
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301/360-9663
michaelkrones@hydrodesigns.com

- B. Reimbursable Expenses are subject to a multiple of 1.15 and include, but are not limited to: reproduction, postage, and handling of documents; authorized travel; and Client requested renderings and models.
1. Company and private automobile mileage will be invoiced at the prevailing GSA mileage reimbursement rate, portal to portal, for all travel from our office.
 2. Total expenses are estimated to not exceed \$850.00.
- C. Irrigation Consultant shall bill Client for Services and Reimbursable Expenses following delivery of the report. All payments are due Irrigation Consultant upon receipt of invoice.

Article 5 Termination

- A. Either Client or Irrigation Consultant may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Irrigation Consultant for all Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Irrigation Consultant may suspend the performance of its services if Client fails to pay Irrigation Consultant in full for services rendered or expenses incurred. Irrigation Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

Client and Irrigation Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally. If the parties cannot mutually agree upon a mediator, then each party shall select one mediator and those two (2) mediators shall select a third mediator, who shall conduct mediation between the parties.

Article 7 Use and Ownership of Irrigation Consultant's Documents

Upon the parties signing this Agreement, Irrigation Consultant grants Client a nonexclusive license to use Irrigation Consultant's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Irrigation Consultant, including but not limited to, drawings and specifications, are the property of Irrigation Consultant. These documents shall not be reused on other projects without Irrigation Consultant's written permission. Irrigation Consultant retains all rights, including copyrights, in its documents. Client or others cannot use Irrigation Consultant's documents to complete this Project with others unless Irrigation Consultant is found to have materially breached this Agreement.



Hydro Designs, Inc.
3 College Avenue, Suite 8 • Frederick, MD 21701
301/360-9663
michaelkrones@hydrodesigns.com

Article 8 Miscellaneous Provisions

- A. This Agreement is governed by the laws of the State of Maryland.
- B. This Agreement is the entire and integrated agreement between Client and Irrigation Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Irrigation Consultant.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Irrigation Consultant shall assign this Agreement without the written consent of the other.
- E. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to the actual amount of attorneys' and expert witnesses' fees incurred. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- F. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- G. If this Agreement is not signed and returned to Irrigation Consultant within sixty (60) days, the offer to perform the described services may, in Irrigation Consultant's sole discretion, be withdrawn and be null and void.

IRRIGATION CONSULTANT

CLIENT

Hydro Designs, Inc.



Michael J. Krones, Ph.D., President

Dated: August 17, 2020

Title: _____

Dated: _____



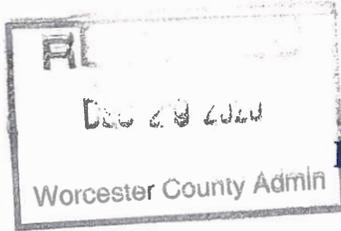
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michaelkrones@hydrodesigns.com

GOLF COURSE PROJECTS

Allentown Municipal Golf Course Allentown, PA
Anne Arundell Manor Harwood, MD
Army Navy Country Club Arlington and Fairfax, VA
Augustine Golf Club Stafford, VA
Ballamor Golf Club Egg Harbor Township, NJ
Bay Creek Golf Club Cape Charles, VA
Bayside Golf Club Fenwick Island, DE
Belle Haven Country Club Alexandria, VA
Bide-A-Wee Golf Course Portsmouth, VA
Blue Ridge Shadows Golf Course Front Royal, VA
Bretton Woods Golf Club Germantown, MD
Brookside Country Club Pottstown, PA
Bryce Resort Basye, VA
Burke Lake Golf Course Fairfax Station, VA
Burlington Country Club Mount Holly, NJ
Cedar Point Golf Course NAS Patuxent River, MD
Chartwell Golf & Country Club Severna Park, MD
Creighton Farms Golf Club Aldie, VA
Cripple Creek Country Club Bethany Beach, DE
Cross Creek Golf Club Beltsville, MD
Diamond Ridge Golf Course Woodlawn, MD
Eagle Oaks Golf and CC Farmingdale, NJ
Eagle Ridge Golf Club Lakewood, NJ
Eaglewood Resort Golf Course Itasca, IL
Enterprise Golf Course Mitchellville, MD
Falmouth Country Club Falmouth, MA
Falls Road Golf Course Potomac, MD
Fort Belvoir Golf Course Fort Belvoir, VA
Fountain Head Country Club Hagerstown, MD
Fox Hollow Golf Course Timonium, MD
Frog Hollow Golf Club Middletown, DE
Garrisons Lake Golf Course Smyrna, DE
Glen Riddle Golf Club Berlin, MD
Hanover Country Club Ashland, VA
Harbourtowne Resort GC St. Michaels, MD
Hermitage Country Club Richmond, VA
Herndon Centennial Golf Course Herndon, VA
Hershey Country Club (East) Hershey, PA
Hobbit's Glen Golf Course Columbia, MD
James River Country Club Newport News, VA
Jamestown Park Golf Course Jamestown, NC
Kenwood Country Club Bethesda, MD
Keswick Club Keswick, VA
Lake of the Woods Golf Course Locust Grove, VA
Lake Presidential Golf Club Upper Marlboro, MD
Lakeview Golf Course Harrisonburg, VA
Lakewood Country Club Rockville, MD
Laurel Hill Golf Course Lorton, VA
Laytonsville Golf Course Laytonsville, MD
Lebanon Country Club Lebanon, PA
Manor Country Club Rockville, MD
Mercer Oaks Golf Course Princeton Junction, NJ
Mount Vernon Country Club Alexandria, VA
Murder Rock Country Club Hollister, MO
Needwood Golf Course Derwood, MD
Northwest Park Golf Course Wheaton, MD
Ocean City Yacht and CC Berlin, MD
Old Hickory Golf Club Prince William County, VA
Overbrook Golf Club Bryn Mawr, PA
The P.B. Dye Golf Club Urbana, MD
Packsaddle Ridge Golf Course Harrisonburg, VA
Peninsula Golf and CC Millsboro, DE
Penn National Golf Club (Founders) Fayetteville, PA
Pine Valley Golf Club Pine Valley, NJ
Poolesville Golf Course Poolesville, MD
Renditions Golf Club Davidsonville, MD
Richland Golf Club Middletown, MD
River Bend Country Club Great Falls, VA
River Marsh Golf Club Cambridge, MD
Rocky Point Golf Course Essex, MD
Seaview Golf Resort (Bay Course) Galloway, NJ
Shark River Golf Course Neptune City, NJ
Stonehaven Golf Course Beckley, WV
Stonewall Golf Club Gainesville, VA
Talbot Country Club Easton, MD
Timbers at Troy Golf Course Elkridge, MD
Towson Golf and CC Towson, MD
Whiskey Creek Golf Club Urbana, MD
Winchester Country Club Winchester, VA
Woodmont Country Club (North) Rockville, MD



Hydro Designs, Inc.
 3 College Avenue, Suite 8 *Frederick, MD 21701
 301/360-9663
 info@hydrodesigns.com



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

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: December 28, 2020
SUBJECT: West Ocean City Service Area
 Rehabilitation of Pump Stations 2, 3, 4 and 5

DIVISIONS

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

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

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

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

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

On Monday December 21, 2020, bids were opened for Rehabilitation of Pump Stations 2, 3, 4 and 5 in West Ocean City. The following summarizes the attached bids.

Bidder	Location	Bid Price
Lywood Electric, Inc.	Federalsburg, MD	\$350,726
Bilbrough's Electric, Inc.	Denton, MD	\$612,240

The Water and Wastewater Division has extensive knowledge of the capabilities of Lywood Electric, Inc. They were the electrical subcontractor for upgrades to Pump Stations B and E. They have also assisted in connecting the SCADA systems to numerous stations in Ocean Pines.

Attached is a letter from EA Engineering providing their recommendation on the award of this contract.

The low bid from Lywood Electric, Inc. is higher than the total funding set aside for this work (\$190,000) in the 2021/22 budget. However, this work has been ongoing for two years and during that time, the cost estimate has never been updated. Additional work was added to the scope during the design to replace the access deck at Pump Station Number 4 and we also included repainting of the stations after the work was completed.

The West Ocean City Service Area has more than enough cash on hand to cover this overage therefore, we recommend awarding the work to Lywood Electric, Inc for the \$350,726.

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

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
John H. Tustin, P.E. Director



11200 Racetrack Road Unit 101
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

December 28, 2020

John S. Ross, P.E.
Worcester County Department of Public Works
Deputy Director of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

**Subject: Pump Stations 2, 3, 4, & 5 Electrical Upgrades Project
Bid Package Review, Tabulation and Recommendation**

Dear Mr. Ross:

Bids were received on December 21, 2020 for the Worcester County Pump Stations 2, 3, 4, & 5 Electrical Upgrades Project. Two bids were received from the following contractors: Lywood Electric Incorporated (Lywood) and Bilbrough's Electric Incorporated (Bilbrough). On behalf of Worcester County (the County), EA Engineering, Science and Technology, Inc. PBC (EA) has reviewed each of these bids for completeness in accordance with the bid documents, submitted bid form, and qualifications based on the type of work to be performed. A Bid Tabulation is attached to this letter for reference. The following is a summary of the lowest responsible bidder (Lywood).

EA understands that the County has contracted with Lywood previously on the Pump Stations B and E Electrical Upgrade Projects and considered a responsible electrical contractor. EA understands that the County was pleased with Lywood's responsiveness and workmanship. In review of the Bid Tabulation, it is apparent that the most significant discrepancy between Bilbrough's and Lywood's bids is the cost associated with the 'ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES' Bid Items 10, 22, 34 and 47. EA understands that the County contacted Lywood regarding the cost associated with the above-mentioned bid items. Lywood verbally stated that they felt their bid cost was reasonable based on Addendum No. 1 stating 'Sump Pump, Dehumidifier, Hatch Blower, Hatch Limit Switches, Float Switches, and Light Fixtures (3 Places) to be supplied by Worcester County'. Further, EA completed an Engineer's Construction Cost Estimate and estimated the total cost for all four pump stations to be approximately \$385,000.

Lywood Electric Incorporated presented a complete bid package and bid bond. Based on EA's review of the bid packages, phone discussions between the County and Lywood, EA's Engineer's Estimate, credentials, and bid price, EA recommends the County consider Lywood Electric Incorporated be awarded the Pump Stations 2, 3, 4, & 5 Electrical Upgrades project in the amount of \$350,726.00.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC

Darl Kolar, P.E., BCEE
Project Manager

Cc: John Tustin, P.E. DPW Worcester County

BID TABULATION
WORCESTER COUNTY PUMP STATIONS 2,3,4, & 5 ELECTRICAL UPGRADES
DECEMBER 2020

BID FORM ITEMS				BILBROUGH		LYWOOD	
ITEM	PUMP STATION 2 - ITEM DESCRIPTION	ESTIMATED	UNIT	COST PER	TOTAL ITEM	COST PER	TOTAL ITEM
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 2,500.00	\$ 2,500.00
2	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$ 3,100.00	\$ 3,100.00	\$ 5,563.00	\$ 5,563.00
3	NEW MAIN CIRCUIT BREAKER	1	LS	\$ 2,415.00	\$ 2,415.00	\$ 1,505.00	\$ 1,505.00
4	NEW PANELBOARD	1	LS	\$ 850.00	\$ 850.00	\$ 3,297.00	\$ 3,297.00
5	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$ 5,100.00	\$ 5,100.00	\$ 6,346.00	\$ 6,346.00
6	NEW MOTOR STARTERS	1	LS	\$ 1,045.00	\$ 1,045.00	\$ 6,783.00	\$ 6,783.00
7	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$ 6,250.00	\$ 6,250.00	\$ 2,287.00	\$ 2,287.00
8	CONCRETE PAD	1	LS	\$ 5,200.00	\$ 5,200.00	\$ 1,330.00	\$ 1,330.00
9	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 11,348.00	\$ 11,348.00
10	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$ 73,500.00	\$ 73,500.00	\$ 24,182.00	\$ 24,182.00
11	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,697.00	\$ 6,697.00
12	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
	TOTAL PUMP STATION 2 BID				\$ 121,960.00		\$ 81,838.00
ITEM	PUMP STATION 3 - ITEM DESCRIPTION	ESTIMATED	UNIT	COST PER	TOTAL ITEM	COST PER	TOTAL ITEM
13	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 14,000.00	\$ 14,000.00	2500	2500
14	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$ 3,100.00	\$ 3,100.00	588	588
15	NEW MAIN CIRCUIT BREAKER	1	LS	\$ 2,015.00	\$ 2,015.00	1079	1079
16	NEW PANELBOARD	1	LS	\$ 750.00	\$ 750.00	2047	2047
17	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$ 5,100.00	\$ 5,100.00	6188	6188
18	NEW MOTOR STARTERS	1	LS	\$ 1,045.00	\$ 1,045.00	5846	5846
19	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$ 6,250.00	\$ 6,250.00	3472	3472
20	CONCRETE PAD	1	LS	\$ 5,200.00	\$ 5,200.00	1334	1334
21	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$ 3,000.00	\$ 3,000.00	11368	11368
22	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$ 73,500.00	\$ 73,500.00	25358	25358
23	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$ 5,000.00	\$ 5,000.00	4500	4500
24	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$ 2,500.00	\$ 2,500.00	10000	10000
	TOTAL PUMP STATION 3 BID				\$ 121,460.00		\$ 74,280.00

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ITEM 17

BID FORM ITEMS				BILBROUGH		LYWOOD	
ITEM	PUMP STATION 4 - ITEM DESCRIPTION	ESTIMATED	UNIT	COST PER	TOTAL ITEM	COST PER	TOTAL ITEM
25	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 2,500.00	\$ 2,500.00
26	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$ 3,100.00	\$ 3,100.00	\$ 5,543.00	\$ 5,543.00
27	NEW MAIN CIRCUIT BREAKER	1	LS	\$ 2,415.00	\$ 2,415.00	\$ 1,405.00	\$ 1,405.00
28	NEW PANELBOARD	1	LS	\$ 850.00	\$ 850.00	\$ 2,165.00	\$ 2,165.00
29	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$ 5,100.00	\$ 5,100.00	\$ 6,509.00	\$ 6,509.00
30	NEW MOTOR STARTERS	1	LS	\$ 1,045.00	\$ 1,045.00	\$ 6,303.00	\$ 6,303.00
31	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$ 6,250.00	\$ 6,250.00	\$ 3,461.00	\$ 3,461.00
32	CONCRETE PAD	1	LS	\$ 5,200.00	\$ 5,200.00	\$ 1,331.00	\$ 1,331.00
33	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 11,307.00	\$ 11,307.00
34	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$ 104,000.00	\$ 104,000.00	\$ 22,041.00	\$ 22,041.00
35	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,091.00	\$ 3,091.00
36	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
37	REPLACE EXISTING DECK	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 41,000.00	\$ 41,000.00
TOTAL PUMP STATION 4 BID					\$ 252,460.00		\$ 116,656.00
ITEM	PUMP STATION 5 - ITEM DESCRIPTION	ESTIMATED	UNIT	COST PER	TOTAL ITEM	COST PER	TOTAL ITEM
38	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 2,500.00	\$ 2,500.00
39	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$ 3,100.00	\$ 3,100.00	\$ 15,000.00	\$ 15,000.00
40	NEW MAIN CIRCUIT BREAKER	1	LS	\$ 2,015.00	\$ 2,015.00	\$ 1,528.00	\$ 1,528.00
41	NEW PANELBOARD	1	LS	\$ 750.00	\$ 750.00	\$ 1,589.00	\$ 1,589.00
42	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$ -	\$ -	\$ -	\$ -
43	NEW MOTOR STARTERS	1	LS	\$ 1,045.00	\$ 1,045.00	\$ 6,446.00	\$ 6,446.00
44	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$ 6,250.00	\$ 6,250.00	\$ 2,054.00	\$ 2,054.00
45	CONCRETE PAD	1	LS	\$ 5,200.00	\$ 5,200.00	\$ 1,340.00	\$ 1,340.00
46	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 11,399.00	\$ 11,399.00
47	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$ 73,500.00	\$ 73,500.00	\$ 22,986.00	\$ 22,986.00
48	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,110.00	\$ 3,110.00
49	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
TOTAL PUMP STATION 5 BID					\$ 116,360.00		\$ 77,952.00
TOTAL PUMP STATIONS 2, 3, 4 AND 5 BID					\$ 612,240.00		\$ 350,726.00

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ITEM 17

BID FORM

PROJECT IDENTIFICATION: Worcester County Department of Public Works
Pump Stations 2, 3, 4, & 5 Electrical Upgrades

CONTRACT IDENTIFICATION: Contract EA 10609.42

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center
1 West Market Street
Room 1103
Snow Hill, Maryland 21863
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
<u>12/15/20</u>	<u>1</u>

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will substantially complete the Work within ninety (90) calendar days from receipt of Notice to Proceed and final completion within thirty (30) calendar days from the issuance of substantial completion for the following price as indicated on the Bid Form.

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
 PUMP STATIONS 2, 3, 4, & 5 ELECTRICAL UPGRADES
 WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION 2 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	MOBILIZATION AND DEMOBILIZATION	1	LS	14,000.00	14,000.00
2	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	3,100.00	3,100.00
3	NEW MAIN CIRCUIT BREAKER	1	LS	2,415.00	2,415.00
4	NEW PANELBOARD	1	LS	850.00	850.00
5	NEW AUTOMATIC TRANSFER SWITCH	1	LS	5,100.00	5,100.00
6	NEW MOTOR STARTERS	1	LS	1,045.00	1,045.00
7	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	6,250.00	6,250.00
8	CONCRETE PAD	1	LS	5,200.00	5,200.00
9	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	3,000.00	3,000.00
10	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	73,500.00 18,500.00	73,500.00 18,500.00
11	SUBMERSIBLE PUMP INSTALLATION	1	LS	5,000.00	5,000.00
12	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	2,500.00	2,500.00
TOTAL PUMP STATION 2 BID					121,960.00

TOTAL PUMP STATION 2 BID PRICE IN WORDS: One hundred twenty-one thousand, nine hundred sixty dollars

 DOLLARS AND _____ CENTS

ITEM NO.	PUMP STATION 3 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
13	MOBILIZATION AND DEMOBILIZATION	1	LS	14,000.00	14,000.00
14	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	3,100.00	3,100.00
15	NEW MAIN CIRCUIT BREAKER	1	LS	2,015.00	2,015.00
16	NEW PANELBOARD	1	LS	750.00	750.00
17	NEW AUTOMATIC TRANSFER SWITCH	1	LS	5,100.00	5,100.00
18	NEW MOTOR STARTERS	1	LS	1,045.00	1,045.00
19	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	6,250.00	6,250.00
20	CONCRETE PAD	1	LS	5,200.00	5,200.00
21	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	3,000.00	3,000.00
22	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	73,500.00 18,500.00	73,500.00 18,500.00
23	SUBMERSIBLE PUMP INSTALLATION	1	LS	5,000.00	5,000.00
24	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	2,500.00	2,500.00
TOTAL PUMP STATION 3 BID					121,460.00

TOTAL PUMP STATION 3 BID PRICE IN WORDS: One hundred twenty-one thousand, four hundred sixty dollars

 DOLLARS AND _____ CENTS

ITEM NO.	PUMP STATION 4 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
25	MOBILIZATION AND DEMOBILIZATION	1	LS	14,000.00	14,000.00
26	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	3,100.00	3,100.00
27	NEW MAIN CIRCUIT BREAKER	1	LS	2,415.00	2,415.00
28	NEW PANELBOARD	1	LS	850.00	850.00
29	NEW AUTOMATIC TRANSFER SWITCH	1	LS	5,100.00	5,100.00
30	NEW MOTOR STARTERS	1	LS	1,045.00	1,045.00
31	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	6,250.00	6,250.00
32	CONCRETE PAD	1	LS	5,200.00	5,200.00
33	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	3,000.00	3,000.00
34	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	104,000.00	104,000.00
35	SUBMERSIBLE PUMP INSTALLATION	1	LS	5,000.00	5,000.00
36	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	2,500.00	2,500.00
37	REPLACE EXISTING DECK	1	LS	100,000.00	100,000.00
TOTAL PUMP STATION 4 BID					252,460.00

TOTAL PUMP STATION 4 BID PRICE IN WORDS:

Two hundred fifty-two thousand, four hundred sixty dollars

 DOLLARS AND _____ CENTS

ITEM NO.	PUMP STATION 5 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
38	MOBILIZATION AND DEMOBILIZATION	1	LS	14,000.00	14,000.00
39	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	3,100.00	3,100.00
40	NEW MAIN CIRCUIT BREAKER	1	LS	2,015.00	2,015.00
41	NEW PANELBOARD	1	LS	750.00	750.00
42	NEW AUTOMATIC TRANSFER SWITCH	1	LS	N/A 0.00	N/A 0.00
43	NEW MOTOR STARTERS	1	LS	1,045.00	1,045.00
44	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	6,250.00	6,250.00
45	CONCRETE PAD	1	LS	5,200.00	5,200.00
46	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	3,000.00	3,000.00
47	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	73,500.00	73,500.00
48	SUBMERSIBLE PUMP INSTALLATION	1	LS	5,000.00	5,000.00
49	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	2,500.00	2,500.00
TOTAL PUMP STATION 5 BID					116,360.00

TOTAL PUMP STATION 5 BID PRICE IN WORDS:

One hundred sixteen thousand, three hundred sixty dollars

 DOLLARS AND _____ CENTS

TOTAL PUMP STATION 2, 3, 4, & 5 BID PRICE IN WORDS: 612,240.00

Six hundred twelve thousand, two hundred forty dollars

 DOLLARS AND _____ CENTS

5. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the form of bond or cashier's check.
- b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

EA Engineering, Science, and Technology, Inc. PBC
 11200 Racetrack Road, Unit 101a
 Berlin, MD 21811
 Attention: Darl Kolar, P.E.
dkolar@eaest.com
 Phone: (410) 641-5341
 Fax: (410) 641-5349

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON December 21, 2020.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By Billbrough's Electric, Inc. (SEAL)
(Corporation Name)

Delaware
(State of Incorporation)

By Brian Keith Billbrough x 
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Cornie Wroten (SEAL)
(Secretary)

Business Address: 25289 Smith Landing Road

Denton MD 21629

Phone Number: 410 479-4215

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

BID FORM

PROJECT IDENTIFICATION: Worcester County Department of Public Works
 Pump Stations 2, 3, 4, & 5 Electrical Upgrades

CONTRACT IDENTIFICATION: Contract _____

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center
 1 West Market Street
 Room 1103
 Snow Hill, Maryland 21863
 Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER’S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
12/15/2020	1
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

- conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.
- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will substantially complete the Work within ninety (90) calendar days from receipt of Notice to Proceed and final completion within thirty (30) calendar days from the issuance of substantial completion for the following price as indicated on the Bid Form.

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
 PUMP STATIONS 2, 3, 4, & 5 ELECTRICAL UPGRADES
 WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION 2 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$2500.00	\$2500.00
2	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$5563.00	\$5563.00
3	NEW MAIN CIRCUIT BREAKER	1	LS	\$1505.00	\$1505.00
4	NEW PANELBOARD	1	LS	\$3297.00	\$3297.00
5	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$6346.00	\$6346.00
6	NEW MOTOR STARTERS	1	LS	\$6783.00	\$6783.00
7	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$2287.00	\$2287.00
8	CONCRETE PAD	1	LS	\$1330.00	\$1330.00
9	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$11348.00	\$11348.00
10	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$24182.00	\$24182.00
11	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$6697.00	\$6697.00
12	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$10000	\$10000.00
TOTAL PUMP STATION 2 BID					\$81,838.00

TOTAL PUMP STATION 2 BID PRICE IN WORDS: Eighty One Thousand Eight Hundred Thirty Eight

_____ DOLLARS AND _____ CENTS

ITEM NO.	PUMP STATION 3 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
13	MOBILIZATION AND DEMOBILIZATION	1	LS	\$2500.00	\$2500.00
14	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$588.00	\$588.00
15	NEW MAIN CIRCUIT BREAKER	1	LS	\$1079.00	\$1079.00
16	NEW PANELBOARD	1	LS	\$2047.00	\$2047.00
17	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$6188.00	\$6188.00
18	NEW MOTOR STARTERS	1	LS	\$5846.00	\$5846.00
19	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$3472.000	\$3472.00
20	CONCRETE PAD	1	LS	\$1334.00	\$1334.00
21	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$11388.00	\$11388.00
22	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$25358.00	\$25358.00
23	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$4500.00	\$4500.00
24	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$10000.00	\$10000.00
TOTAL PUMP STATION 3 BID					\$74280.00

TOTAL PUMP STATION 3 BID PRICE IN WORDS: Seventy Four Thousand Two Hundred Eighty Dollars

_____ DOLLARS AND _____ CENTS

ITEM NO.	PUMP STATION 4 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
25	MOBILIZATION AND DEMOBILIZATION	1	LS	\$2500.00	\$2500.00
26	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$5543.00	\$5543.00
27	NEW MAIN CIRCUIT BREAKER	1	LS	\$1405.00	\$1405.00
28	NEW PANELBOARD	1	LS	\$2165.00	\$2165.00
29	NEW AUTOMATIC TRANSFER SWITCH	1	LS	\$6509.00	\$6509.00
30	NEW MOTOR STARTERS	1	LS	\$6303.00	\$6303.00
31	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$3461.00	\$3461.00
32	CONCRETE PAD	1	LS	\$1331.00	\$1331.00
33	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$11307.00	\$11307.00
34	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$22041.00	\$22041.00
35	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$3091.00	\$3091.00
36	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$10000.00	\$10000.00
37	REPLACE EXISTING DECK	1	LS	\$41,000.00	\$41,000.00
TOTAL PUMP STATION 4 BID					\$116,656.00

TOTAL PUMP STATION 4 BID PRICE IN WORDS: One Hundred Sixteen Thousand Six Hundred Fifty Six

_____ DOLLARS AND _____ CENTS

ITEM NO.	PUMP STATION 5 - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
38	MOBILIZATION AND DEMOBILIZATION	1	LS	\$2500.00	\$2500.00
39	COORDINATION WITH DELMARVA POWER TO OBTAIN INCREASED ELECTRICAL UTILITY SERVICE	1	LS	\$15,000.00	\$15,000.00
40	NEW MAIN CIRCUIT BREAKER	1	LS	\$1528.00	\$1528.00
41	NEW PANELBOARD	1	LS	\$1589.00	\$1589.00
42	NEW AUTOMATIC TRANSFER SWITCH	1	LS	N/A	
43	NEW MOTOR STARTERS	1	LS	\$6446.00	\$6446.00
44	MODIFICATIONS TO EXISTING ENCLOSURE	1	LS	\$2054.00	\$2054.00
45	CONCRETE PAD	1	LS	\$1340.00	\$1340.00
46	INSTALLATION OF COUNTY SUPPLIED SCADA PUMP CONTROL PANEL	1	LS	\$11399.00	\$11399.00
47	ELECTRICAL SITE WORK, INCLUDING INSTALLATION OF HATCH LIMIT SWITCHES, AND FLOAT SWITCHES	1	LS	\$22986.00	\$22986.00
48	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$3110.00	\$3110.00
49	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$10000.00	\$10000.00
TOTAL PUMP STATION 5 BID					\$77952.00

TOTAL PUMP STATION 5 BID PRICE IN WORDS: Seventy Seven Thousand Nine Hundred Fifty Two

_____ DOLLARS AND _____ CENTS

TOTAL PUMP STATION 2, 3, 4, &5 BID PRICE IN WORDS: Three Hundred Fifty Thousand Seven Hundred Twenty Six

_____ DOLLARS AND _____ CENTS

5. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the form of bond or cashier's check.
- b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

EA Engineering, Science, and Technology, Inc. PBC
 11200 Racetrack Road, Unit 101a
 Berlin, MD 21811
 Attention: Darl Kolar, P.E.
dkolar@eaest.com
 Phone: (410) 641-5341
 Fax: (410) 641-5349

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON December 21, _____, 2020.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

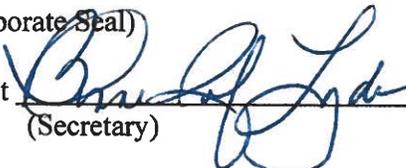
A Corporation

By Lywood Electric Inc (SEAL)
(Corporation Name)

Maryland
(State of Incorporation)

By William N Lyden _____ (SEAL)
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)
Attest  (SEAL)
(Secretary)

Business Address: 102 Frank M Adams Industrial Way

Federalsburg, MD 21632

Phone Number: 410-754-8631

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
LYWOOD ELECTRIC, INC.
301 BLOOMINGDALE AVENUE
FEDERALSBURG, MD 21632

SURETY:
(Name, legal status and principal place of business)
ATLANTIC SPECIALTY INSURANCE COMPANY
605 HIGHWAY 169 NORTH, SUITE 800
PLYMOUTH, MN 55441

OWNER:
(Name, legal status and address)
COUNTY COMMISSIONERS OF WORCESTER COUNTY
1 WEST MARKET STREET, SHOW HILL, MD 21863

BOND AMOUNT: FIVE PERCENT OF TOTAL BID AMOUNT (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)

WORCESTER COUNTY DEPT. OF PUBLIC WORKS
PUMP STATION ELECTRICAL UPGRADES

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

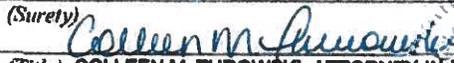
Signed and sealed this 21ST day of DECEMBER, 2020.


(Witness)

LYWOOD ELECTRIC, INC.
(Principal)

(Title) president/CEO *(Seal)*


(Witness)

ATLANTIC SPECIALTY INSURANCE COMPANY
(Surety)

(Title) COLLEEN M. TUROWSKI, ATTORNEY-IN-FACT *(Seal)*

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jon C. Capan, Janet A. Lari, Brian D. O'Rourke, Gregory M. Shaver, Michael H. Shaver, Colleen M. Turowski, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

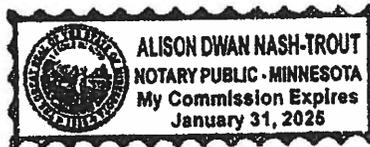
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of December, 2020

This Power of Attorney expires
January 31, 2025

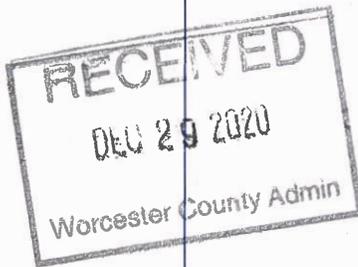


Kara Barrow
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com



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



JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: December 28, 2020
SUBJECT: Water and Wastewater Division
 Truck Replacement

DIVISIONS

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

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

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

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

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

As you know, for the 2020/2021 fiscal year, vehicle purchases have been suspended. The 2020/2021 Water and Wastewater Budget included funding to replace five (5) vehicles. The following describes the trucks proposed for replacement:

- Truck Number WWW 61 is a 2005 Chevrolet utility truck used by the Support Group treatment plant operators for treatment plant maintenance. This truck has over 161,000 miles and the frame has rusted to the point it is no longer safe to be on the road (see attached photograph). It is no longer in use.
- Truck number WWW 88 is a 2006 Chevrolet Silverado. It has over 209,000 miles on it and is currently operable. To keep this truck running, we replaced brakes, shock absorbers and tires.
- Truck Number WWW 35 is a 2001 Ford F150 that had 194,000 miles when the odometer stopped working last March. We are currently spending between \$300 and \$400 to keep the truck running. This truck was planned for replacement in 2019 but was held when the computer in Truck Number WWW 17 failed.
- Truck Number WWW 130 was a 2001 Ford F150 with over 200,000 miles. It was replaced in 2019 instead of Truck 140 which was held as it was in better condition. Truck 140 now needs a complete front end rebuild. The truck has a considerable amount of rust on the rear doors.

- Truck WWW 110 is a 2009 Ford F150 with 190,000 miles. It is currently running well and will likely be held because Truck Number WWW 136 is a 2009 Ford F150 with 178,000 miles but has a transmission that is failing and is now used only for short trips when no other vehicle is available. It has stopped once but we were able to return the truck to limited service. If there are no other vehicles available, we will need to spend between \$4,000 and \$5,000 for a replacement transmission and related repairs.

This is just a sampling of actions needed when we identify trucks to be replaced and the replacement trucks arrive 19 months later.

We are requesting permission to move forward with replacing at least three (3) of these vehicles. Because these vehicles are critical to the operations and there is a possibility of more needs, we have been working with Derrick Babcock. Purchasing vehicle “off the lot” is a possible solution for these immediate needs.

According to Derrick, the following vehicles are available:

#1 Vehicle Type: (1) – ¾ Ton 4x2 Cab Chassis with Utility Body

<i>Pittsville Ford <u>Pittsville, MD</u></i>	2020 Ford F250 4x2	\$41,469.00
<i>IG Burton <u>Berlin, MD</u></i>	2020 Chevy Silverado 2500 4x4	\$42,900.00
<i>IG Burton <u>Berlin, MD</u></i>	2020 Ram 2500 4x4	\$47,900.00

#2 Vehicle Type: (2) - ½ Ton 4x2 Full Size Pickup Truck

<i>Criswell Fleet <u>Gaithersburg, MD</u></i>	2020 Ram 1500 Reg Cab 2WD	\$24,094.00
<i>Pittsville Ford <u>Pittsville, MD</u></i>	2020 Ford F150 Reg Cab 2WD	\$25,135.00
<i>Pittsville Ford <u>Pittsville, MD</u></i>	2020 Ford F150 Reg Cab 2WD	\$27,369.00
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2020 Ford F150 Reg Cab 2WD	\$28,252.60

Maryland State DGS vehicle blanket purchase order contracts expired 12/04/2020. Therefore, it is recommended to make a on the lot purchase

The lowest Price for vehicle #1 does meet all the specifications and it is recommended to purchase the vehicle from Pittsville Ford in Pittsville MD.

The lowest price for Vehicle #2 from Criswell Fleet is located 3 hours away. With current Covid-19 issues, delivery or pick up of this vehicle could be delayed. Therefore, it is recommended to stay local and purchase the next best priced vehicle from Pittsville Ford in Pittsville Md.

It is not certain that all of these vehicles are still available.

The Water and Wastewater Division has a total of \$128,000 budgeted to vehicle replacement. Purchasing the 3 vehicles identified would cost \$93,973 leaving funds available for 1 additional truck if a suitable one were found.

We are requesting authorization to purchase the Utility Truck and two (2) pickup trucks off the lot (if they are still available) as described above. Although this doesn't completely fill the need it could get us through the 2020/21 fiscal year.

You should be aware that at this point in the fiscal year, we expect no reduction in water and sewer revenue for the current fiscal year.

Attachment

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

cc: Michelle Carmean, Enterprise Fund Controller
John H. Tustin, P.E., Director





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

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: December 21, 2020
SUBJECT: Government Center Emergency Services HVAC

DIVISIONS

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

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

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

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

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

The heating, ventilation and air conditioning (HVAC) 15 ton equipment that provides cooling 24 hours/day, 7 days/week and 365 days/year for Emergency Services has been operating since 2001 and utilizes obsolete R-22 refrigerant gas in its components. In early September of this year, the system's outdoor condenser had a tandem compressor failure. Modern Controls was employed on an emergency basis to replace the condenser's tandem compressor skid with a spare skid that had been held in storage to support an emergency such as this. After installing and commissioning the compressor skid, Modern's technician found additional problems with the refrigerant circuits which would require replacement of the thermal expansion valves (TXV's). Replacement of the valves would require removal of all the newly-installed refrigerant creating another loss of cooling to the spaces served and an additional investment in obsolete R-22 equipment. It was decided at that time that the loss of cooling and investment in the nineteen (19) year old equipment was not in the best interest of the County. Currently the system is operating on one compressor and requires replacement of the equipment and system piping with today's technology which utilizes R-410A refrigerant.

Following the repairs described above and at Ken Whited's request, Modern Controls provided a project manager to evaluate the existing single circuit design, refrigerant piping size and routing, controls, plus soliciting equipment manufacturer's engineers for options to meet the requirements of the system as specified in 2001. Modern has provided a proposal that incorporates a dual circuit system in lieu of the current single circuit system. The use of two refrigerant circuits provides separation of the tandem-style compressor arrangement which reduces contamination of both compressors due to a common refrigerant manifold when one fails. The dual circuit also allows for

repair work to be performed on one refrigerant circuit without affecting the alternate circuit. As part of Modern's evaluation of the current controls, it was discovered that there were many controlling points that were not being monitored and due to this they are highly recommending that the new equipment be controlled with integration into the building's automation system. Their controls upgrade option is included in the proposal as attached.

The following is a summary of Modern's scope of supply.

- Demolition of the existing basement air handler and refrigerant piping plus the outdoor condenser.
- Supply and install new air handler, outdoor condenser, refrigerant piping, piping insulation and controls.
- Provide one new spare compressor.
- Commissioning, Warranty and Owner Training

It is with the above stated, and with Modern Controls continued reliable support for the County, that it is recommended for this project to move forward with waiving of bids and approval of the attached proposal at a combined total cost of \$69,034.00.

Assigned Funds are available for this project. If you have any questions, please feel free to contact me.

Attachments

cc: Kenneth J. Whited, Maintenance Superintendent



November 23, 2020

Proposal# 20-1364-1
Page# 1

TO Ken Whited
Maintenance Supervisor
Worcester County Department of Public Works

RE: 911 Center HVAC and Controls

Ken,

We are pleased to provide a proposal to replace existing 15 ton York HVAC System with a replacement York 15 Ton Dual Circuit System. Our scope of work is as follows.

Option - 2 Dual Circuit

- Demo existing Condensing Unit, Air Handler and Liquid Line and properly dispose.
- Furnish and install one (1) York 15 Ton 2 Stage Twin Circuit HVAC System.
- Furnish and install all new hangars, refrigerant piping and insulate Suction Lines. (4 Lines Total)
- Provide and install (2) accumulators and (2) oil separators. (For Longer Line Set. 1 per circuit)
- Provide and install new Filter Driers on Liquid Lines.
- Provide and install solenoid valves at Air Handler to prevent migration. (1 per circuit)
- Hang new Air Handler in ceiling with easy access filters.
- Provide and install all new duct transitions needed and insulate.
- Reconnect Existing Controls unless Upgrade is Approved.
- Pressure test all refrigerant lines per Manufacturers Specification.
- Evacuate systems to below 500 Microns.
- Provide and add all extra refrigerant and oil.
- Provide Start Up and Factory Warranty. (See Submittals)

Quoted Price \$62,434.00

Controls Upgrade Add \$6,600.00

Clarifications:

- Work shall take place during normal working hours.
- Price includes spare Compressor Assembly.**
- Customer to Provide Additional Roof Rail Support and all Roofing Needs.

I hope this provides you with everything you need. Please feel free to call if you have any questions or concerns regarding this proposal.

Sincerely,

Roderic Pratta
Project Manager

I accept this above contract:

Authorized Signature

Date



October 22, 2020

Proposal #20-1607

To: Mr. Ken Whited – Maintenance Superintendent, Worcester County Department of Public Works
 Re: **Worcester County 911 Center New AHU BAS Controls**

We are pleased to present the following proposal for the above referenced project. Our scope of work is as follows:

Building Automation System

- Provide an extension if the existing building automation system.
- Provide seamless integration of all new controls into the existing BAS server, all graphics and alarm points to be included per WCDPW specification.
- Provide updated alarming, trending, graphics for equipment and floor plans specified below.
- Provide twelve (12) months warranty and owner training.

911 Center New Air Handling Unit (AHU-X – Typical of 1)

- Provide, mount, and wire a DDC controller.
- Wire to BAS comm link.
- Provide, install, and wire the following devices / sensors for DDC control / monitoring of the AHU:
 - Fan control / status
 - Staged DX cooling control / status; power interlock wiring between AHU and remote condensing unit
 - Condensate pan sensor
 - AHU discharge air temperature sensor
 - Return air temperature / humidity sensor
 - Mixed air temperature sensor
 - Outside air temperature sensor
 - Outside air damper actuator on existing damper
- Provide DDC system programming, configuration, and system commissioning.

Exclusions:

- *Any devices, sensors, wiring/install not specified above.*
- *Existing conditions, deficiencies, or repairs not specified above.*

Clarifications/Exceptions:

- Proposal does **NOT** include after hours or weekend labor.
- Proposal does **NOT** include work related to the fire alarm system, sprinkler system, or any mechanical, plumbing, or electrical system unless specified above.
- Plenum rated open cable shall be used where applicable. **EMT conduit shall be installed in areas where control wiring will be exposed such as in the Basement or Mechanical Rooms. Rigid conduit shall be installed in areas where control wiring will be exposed to the elements such as in the outdoors.**

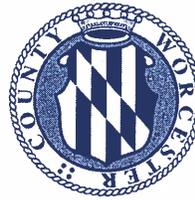
New AHU BAS Controls Pricing \$6,600.00

Should you have any questions, please do not hesitate to call.

Sincerely,



Chase A. Lockard
 Sales Engineer
 ModernControls, Inc.
 Cell Phone: (302) 723-5826
 Office Phone: (302) 325-6800
 Email: clockard@moderncontrols.com



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

MEMORANDUM

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: December 21, 2020
SUBJECT: Worcester County – 2021 Portable Restroom Services

Atlantic Pumping's current one year contract extension with the County to provide portable toilet service will expire on January 31, 2021. Atlantic Pumping has continued to perform their contract services in compliance of the specified service agreement to meet the needs of the County. At this time, Atlantic Pumping is willing to extend their services for one more year at the current contract extension pricing. Atlantic's acknowledgement letter of this is included.

It is requested that the County; 1) extend Atlantic's current contract for one additional year by amending the current Independent Contractor's Agreement per the attached summary of pricing dated December 28, 2018 at a total cost of \$20,724.00; and 2) allow future extensions of the contract that have no changes in the terms and conditions to be approved administratively by the Chief Administrative Officer.

Funds, as shown below, are available to pay for this service for the remainder of FY21 and the County should anticipate the appropriate portion of the above expense for FY22.

FY21 Funds:

DEPARTMENT	ACCOUNT	FUNDING
Boat Landings	100.1204.xxx.6550.200	4,315.00
Recreational Parks	100.1602.xxx.6550.200	9,950.00
Solid Waste Transfer Stations	680.7002.6550.020	5,000.00
Sheriff Firing Range	100.1101.035.6550.200	660.00
	TOTAL	19,925.00

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

Attachment

cc: Kenneth J. Whited

DIVISIONS

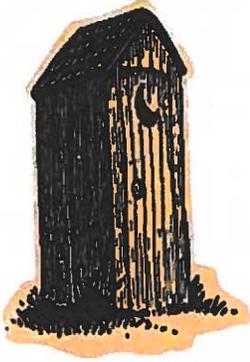
MAINTENANCE
 TEL: 410-632-3766
 FAX: 410-632-1753

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

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

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

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



Atlantic Pumping, Inc.

**Septic Installations
Septic Repairs & Cleaning
Portable Restroom Rentals & Service
High Pressure Sewer & Drain Cleaning
Grease Trap Cleaning**

Date: 11/13/20

**To: Kenneth J. Whited
Maintenance Superintendent
Worcester County
Department of Public Works Maintenance Division
6113 Timmons Rd. Snow Hill, MD. 21863**

From: Atlantic Pumping, Inc.

Dear Mr. Whited,

This letter is to confirm that Atlantic Pumping, Inc. will agree to extend the current existing Worcester County Independent Contractor's Agreement, as executed on 1/30/2020, for one additional year at the pricing listed in the contract providing & maintaining the Portable Restrooms for Worcester County Recreation & Parks Department, Department of Public Works Solid Waste Division & the Sheriff's Department Firing Range. The contract term will commence upon the execution of an amended contract by both parties & will expire 1/31/2022. The current amended contract is attached for reference & inclusion in the new agreement.

**P.O. Box 395
Bishopville, MD 21813
Office: 410-641-1617 / 410-352-3951 / 410-548-7577 / 302-436-5047
Fax: 302-436-5049
Email: atlanticpumping@verizon.net**

County Commissioners of Worcester County, Maryland
Amendment To
INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AMENDMENT made this 30th day of January, 2020, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, a body corporate of the State of Maryland (hereinafter called "County") and Atlantic Pumping, Inc., of Post Office Box 395, Bishopville, Maryland 21813, hereinafter called "Contractor".

WHEREAS, County and Contractor entered into an Independent Contractor's Agreement on December 30, 2016, to provide and maintain Part A - Schedule 1 portable restrooms at specified Solid Waste Division sites and the County Firing Range with weekly cleaning from February 1, 2017 through January 31, 2019; provide and maintain Part A - Schedule 2 portable restrooms at specified County Boat Landings with twice weekly cleaning on Mondays and Fridays from April 1, 2017 through November 30, 2017 and from April 1, 2018 through November 30, 2018; provide and maintain Part B - Schedule 1 portable restrooms at specified passive parks with weekly cleaning from February 1, 2017 through January 31, 2019; and provide and maintain Part B - Schedule 2 portable restrooms at specified active parks with twice weekly cleaning on Mondays and Fridays from March 1, 2017 through October 31, 2017 and from March 1, 2018 through October 31, 2018 and weekly cleaning on Fridays from the effective date of this contract through February 28, 2017 and November 1, 2017 through February 28, 2018 and from November 1, 2018 through January 31, 2019, hereinafter called "Agreement"; and

WHEREAS, County and Contractor amended said Agreement to extend these services for an additional one year period through January 31, 2020 by Contract Amendment dated January 31, 2019; and

WHEREAS, County and Contractor would like to further amend said Agreement to extend these services for another additional one year period through January 31, 2021 (see attached Exhibit A); and

WHEREAS, County and Contractor execute this Amendment to evidence mutual concurrence for adding additional duties to the Agreement and the cost of said additional duties; and

THEREFORE, County and Contractor mutually agree to amend the Independent Contractor's Agreement as follows:

1. Section 1 "Services".

Services. The County hereby contracts with Contractor to perform the following services as an Independent Contractor for the County: provide and maintain Part A - Schedule 1 portable restrooms at specified Solid Waste Division sites and the County Firing Range with weekly cleaning from February 1, 2017 through January 31, 2019; provide and maintain Part A - Schedule 2 portable restrooms at specified County Boat Landings with twice weekly cleaning on Mondays and Fridays from April 1, 2017 through November 30, 2017 and from April 1, 2018 through November 30, 2018; provide and maintain Part B - Schedule 1 portable restrooms at specified passive parks with weekly cleaning from February 1, 2017 through January 31, 2019; and provide and maintain Part B - Schedule 2 portable restrooms at specified active parks with twice weekly cleaning on Mondays and Fridays from March 1, 2017 through October 31, 2017 and from March 1, 2018 through October 31, 2018 and weekly cleaning on Fridays from the effective date of this contract through February 28, 2017 and November 1, 2017 through February 28, 2018 and from November 1, 2018 through January 31, 2019 pursuant to bid specifications dated November 16, 2016 (attached hereto as Attachment A) by County and bid submittal dated November 21, 2016 (attached hereto as Attachment B) by Contractor AND TO CONTINUE THESE SERVICES FOR AN ADDITIONAL ONE YEAR PERIOD THROUGH JANUARY 31, 2020 AS AGREED BY CONTRACT AMENDMENT DATED JANUARY 31, 2019, AND TO FURTHER CONTINUE THESE SERVICES FOR ANOTHER ONE YEAR PERIOD THROUGH JANUARY 31, 2021 AS SPECIFIED IN EXHIBIT A AS ATTACHED HERETO.

2. Section 2 "Terms of Agreement".

Terms of Agreement. This Agreement shall commence upon signing. Contractor services shall commence on February 1, 2017 and continue uninterrupted until January 31, 2019 2021.

3. Section 3 "Payment".

Payment. Contractor shall be paid \$48.00 (forty-eight and 00/100 dollars) per portable restroom per month for portable restrooms provided under Part A - Schedule 1 and 2, \$48.00 (FORTY-EIGHT AND 00/100 DOLLARS) PER PORTABLE RESTROOM PER MONTH FOR PORTABLE RESTROOMS PROVIDED UNDER PART B - BOAT RAMPS, \$51.00 (FIFTY-ONE AND 00/100 DOLLARS) PER PORTABLE RESTROOM PER MONTH FOR PORTABLE RESTROOMS PROVIDED UNDER PART B - PARKS - PASSIVE USE AND ACTIVE USE-OFF PEAK, AND \$61.00 (SIXTY-ONE AND 00/100

DOLLARS) PER PORTABLE RESTROOM PER MONTH FOR PORTABLE RESTROOMS PROVIDED UNDER PART B - PARKS - ACTIVE USE- PEAK AS SHOWN ON EXHIBIT A AS ATTACHED HERETO upon written invoices for completed work submitted and approved by the County. County shall not be required to pay for incomplete work. At the time of any payment or upon request, Contractor shall provide complete and proper lien releases, in such form as County may require, from all entities or persons having any right to claim a lien on account of the work.

4. That all of the recitals set forth above are incorporated herein and are made part of this Agreement.

5. All provisions of the Independent Contractor's Agreement dated December 30, 2016, not herein specifically modified or supplemented, are hereby ratified and confirmed and shall continue in full force and effect.

6. The words and phrases shown in paragraphs 1, 2 and 3 of this Amendment as strike out (~~Strike out~~) indicates material deleted from the Agreement. Word and phrases in all caps (ALL CAPS) indicate material added to the Agreement.

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND



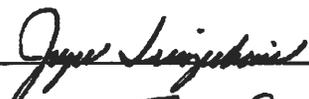
Kelly Shannahan
Assistant Chief Administrative Officer

By:  (SEAL)

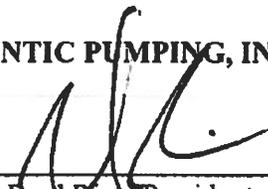
Harold L. Higgins
Chief Administrative Officer

ATTEST:

ATLANTIC PUMPING, INC.

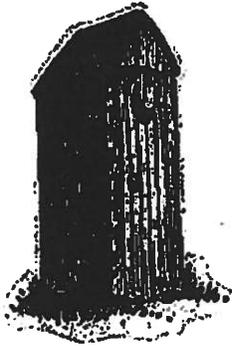


(Printed name) *Joyce Sutraczewski*

By:  (SEAL)

Brad Rice, President

Exhibit A



Atlantic Pumping, Inc.

Septic Installations
Septic Repairs & Cleaning
Portable Restroom Rentals & Service
High Pressure Sewer & Drain Cleaning
Grease Trap Cleaning

Date: 11/19/19

To: Ken Whited
Maintenance Superintendent
6113 Timmons Rd.
Snow Hill, MD. 21863

Dear Mr. Whited,

This document is to confirm that Atlantic Pumping, Inc. has agreed to extend the existing contract for an additional year, and provide & maintain the Worcester County Recreation & Parks Dept. & Worcester County Maintenance Dept. their Portable Restrooms for the same pricing that has been agreed upon in the existing contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Rice'.

Brad Rice/President

P.O. Box 395
Bishopville, MD 21813
Office: 410-641-1617 / 410-352-3951 / 410-548-7577 / 302-436-5047
Fax: 302-436-5049
Email: atlanticpumping@verizon.net

**WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION
PORTABLE TOILET SERVICE RFP**

PART A - INSTRUCTIONS

1. SERVICE PERIOD

The contract period is for one year starting February 1, 2019 through January 31, 2020.

2. TAXES

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials, which bidder must purchase to complete this contract. Therefore, bidders' prices should reflect the inclusion of Federal and State taxes on purchased supplies and materials.

3. SCOPE OF SUPPLY

Supply and service five (5) flush with sink portable restrooms located at the Solid Waste sites and the Firing Range according to the attached portable restroom schedule. All portable restroom will be cleaned, to include pumping waste tanks, replenishing of water tanks, general cleaning, sanitizing, supplying toilet tissue and hand sanitizer.

4. SPECIFICATIONS

- All portable restrooms will be in good condition and in an acceptable condition to the County at all times. All portable restrooms will be self-contained portable chemical type and will be serviced per the attached schedules. Toilet and service procedure must comply with the State of Maryland Department of Health and Mental Hygiene Rule 26.04.02.07 and 26.04.02.08.
- All portable restrooms will be secured to the site with rebar or some other type of anchorage as approved by the County.
- All handicap accessible portable restrooms will have secured ramps to meet ADA compliance.
- All portable restrooms will be supplied with hand sanitizing units with waterless solutions.
- All invoicing shall be submitted to the Worcester County Department of Public Works-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863
- Any damages to the portable restroom shall be the responsibility of the contractor at no additional cost to the County. The repairs shall take place within 24 hours of notification to the company of damages.

5. EXCEPTIONS

The County, dependent on its needs, shall reserve the right to amend the quantity of units to be supplied as listed in these bid documents. The County will provide ample notice of changes that may be requested and an amended contract will be issued to reflect the revisions to services.

6. TERMINATION CLAUSE

The County reserves the right of termination of contract or forfeiture of payment for services, if portable restrooms are not maintained as specified in the Scope of Work.

PART A BID FORM

Service to be performed once per week

• **SOLID WASTE DIVISION**

CT.	LOCATION	UNIT DESCRIPTION	TYPE
1	Berlin, MD HOCC	1 flush w/sink	A
2	Newark, MD Central Site	1 flush w/sink	A
3	Snow Hill, MD HOCC	1 flush w/sink	A
4	Pocomoke, MD HOCC	1 flush w/sink	A

• **COUNTY FIRING RANGE**

CT.	LOCATION	UNIT DESCRIPTION	TYPE
1	Newark, MD - Langmaid Road	1 standard	B

Solid Waste and Firing Range PERIOD: 02/01/19 - 1/31/20

Quote per portable restroom per month for flush w/sink unit (A) \$ 45.00 Per mo.

Quote per portable restroom per month for standard unit (B) \$ 48.00 Per mo.

PRICING SUMMARY

ITEM	PRICE
Cost of flush w/sink unit (A) x 5 units x 12 months	\$ <u>2250.00</u>
Cost of standard unit (B) x 2 units x 12 months	\$ <u>1152.00</u>
TOTAL	\$ <u>4032.00</u>

BID MUST BE SIGNED TO BE VALID

NAME: Brad Rice

SIGNATURE: 

COMPANY/FIRM: Atlantic Pumping Inc.

DATE: 12 / 28 / 18

COMPANY ADDRESS: 70 Box 395

TE.: (410) 641 - 1617

Bishopville, MD. 21913

EMAIL: atlanticpumping@verizon.net.

CITY: _____ ST. _____

ZIP: _____

PART B INSTRUCTIONS**1. SERVICE PERIOD**

The contract period is for one year starting February 1, 2019 through January 31, 2020.

2. TAXES

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials, which bidder must purchase to complete the job. Therefore, bidders' prices should reflect the inclusion of Federal and State taxes on purchased supplies and materials.

3. SCOPE OF SUPPLY

- ❖ Parks - Schedule 1
- ❖ Boat Ramps - Schedule 2

- Parks... Supply and service twelve (11) handicap accessible and fifteen (11) standard portable restrooms according to the attached PORTABLE RESTROOM SCHEDULE. Service is to include pumping of waste tanks, general cleaning and sanitizing, and supplying of toilet tissue.
- Boat Ramps... Supply and service eight (8) handicap accessible portable restrooms including stabilized ramps and two (2) standard portable restrooms located at the County boat ramps according to the attached portable restroom schedule. All portable restroom are to be cleaned, to include pumping waste tanks, general cleaning, sanitizing, supplying toilet tissue and hand sanitizer.

4. SPECIFICATIONS

- Toilets shall be self-contained portable chemical type and shall be serviced per the attached PORTABLE RESTROOM Schedule. Toilet and service procedure must comply with the State of Maryland Department of Health and Mental Hygiene Rule 26.04.02.07 and 26.04.02.08.
- A record shall be submitted each month with an itemized statement stating the location and quantities of portable restrooms, also included on the reports shall be work completed for that month. Submit to the Worcester County Department of Recreation & Parks, Attn: Bill Rodriguez, Park Superintendent, 6030 Public Landing Road, Snow Hill, MD 21863.
- Any damages to the portable restroom shall be the responsibility of the contractor at no additional cost to the County. The repairs shall take place within 24 hours of notification to the company of damages.
- Contacts for park portable restrooms shall be Bill Rodriguez, Parks Superintendent at 410-632-3173, or Debbie Perez, Recreation & Parks Office Assistant at 410-632-2144, ext.2504.
- If work is not performed as per specifications on attached schedule, receipts shall be required after completion of each service.
- All standard and handicapped units should be equipped with hand sanitizer units with a waterless solution.

5. EXCEPTIONS: The number of contracted portable restrooms is subject to change whether in increases or decreases, due to changes being made throughout the County properties.

6. TERMINATION CLAUSE: The County reserves the right of termination of contract or forfeiture of payment for services if portalets are not maintained as specified.

PART B - PARKS SCHEDULE 1

PORTABLE RESTROOM SCHEDULE – February 2019 through January 2020

Schedule 1 – Portable Restroom – Passive January 1 to December 31 – serviced 1 time/wk

Parks

Newark Park	1 Handicap Accessible
Stockton Park	1 Handicap Accessible
Whaleyville Park	1 Handicap Accessible
Girdlestone Park	1 Handicap Accessible

Schedule 2 – Portable Restroom – Active

***Off - Peak Season serviced 1 time/wk**

****Peak Season serviced 2 times/wk**

Parks

Bishopville Park	1 Handicap Accessible	1 Handicap Accessible
Homer Gudelsky Park	1 Handicap Accessible	1 Handicap Accessible
Isle of Wight Nature Park	1 Handicap Accessible	1 Handicap Accessible & 1 Standard
John Walter Smith Park	1 Handicap Accessible	1 Handicap Accessible & 2 Standard
Newtown Park	1 Handicap Accessible	1 Handicap Accessible & 1 Standard
Northern Worcester Athletic Complex	1 Handicap Accessible	1 Handicap Accessible & 5 Standard
Showell Park	1 Handicap Accessible	1 Handicap Accessible & 2 Standard

* Off-Peak season shall be the period of time from November 1 to February 28.

** Peak season shall be the period of time from March 1 to October 31.

Schedule 1 – Portable Restrooms Passive Parks are to be serviced 1 time per week January 1 to December 31.

Schedule 2 – Portable Restrooms Active Parks – Off Peak Season service 1 time per week.

Schedule 2 – Portable Restrooms Active Parks – Peak Season service twice per week on Mondays and Fridays.

PART B BID FORM - BOAT RAMPS

Prices must be quoted as monthly rates as well as a **TOTAL BID FOR 2019-2020**. The monthly rate will allow for adjustments, if needed. Please see attached **PORTABLE RESTROOM SCHEDULE**. The number of contracted portable restrooms is subject to change whether in increases or decreases, due to changes being made throughout the County properties.

Service to be performed twice per week on Mondays and Fridays. The handicap-accessible restroom located at the Public Landing Boat Ramp will be serviced continually for twelve (12) months. See Bid Form.

• **COUNTY BOAT RAMPS**

CT.	LOCATION	UNIT DESCRIPTION	TERM	TYPE
1	Shell Mill	1 handicap w/ramp	8 mos.	A
2	Gum Point	1 handicap w/ramp	8 mos.	A
3	South Point	1 handicap w/ramp	8 mos.	A
4	Mason Landing	1 handicap w/ramp	8 mos.	A
5	Public Landing	1 handicap w/ramp	12 mos.	A
5	Public Landing	2 standard	8 mos.	B
6	Taylor Landing	1 handicap w/ramp	8 mos.	A
7	George Island Landing	1 handicap w/ramp	8 mos.	A
8	Cedar Hall	1 handicap w/ramp	8 mos.	A

Boat Landings PERIOD: **APRIL-NOVEMBER...02/01/19 - 1/31/20**

Quote per portable restroom per month for handicap accessible unit (A) \$ 48. ⁰⁰/₁₀₀
 Quote per portable restroom per month for standard unit (B) \$ 47. ⁰⁰/₁₀₀

ITEM	PRICE
Cost of handicap portable restroom (A) x 1 portable restroom x 12 months	\$ 576 ^{<u>00</u>} / _{<u>100</u>}
Cost of handicap portable restroom (A) x 7 portable restroom x 8 months	\$ 2688 ^{<u>00</u>} / _{<u>100</u>}
Cost of standard portable restroom (B) x 2 portable restrooms x 8 months	\$ 768 ^{<u>00</u>} / _{<u>100</u>}
TOTAL	\$ 4032 ^{<u>00</u>} / _{<u>100</u>}

BID MUST BE SIGNED TO BE VALID

NAME: Brian Rice SIGNATURE: 

COMPANY/FIRM: Atlantic Pumping Inc DATE: 12 / 28 / 18

COMPANY ADDRESS: _____ TEL: (410) 641 - 1617

P.O. Box 395 EMAIL: atlanticpumping@verizon.net

CITY: Bishopville ST. MD. ZIP: 21813

Directions to Worcester County Solid Waste Transfer Stations

- **Berlin Homeowner Convenience Center:**
Turn off of Route 50 onto Seahawk Road that runs next to Stephen Decatur High School. Turn right past the Middle School onto Flower Street. Follow until see Transfer Station sign on Flower Street turn left.
- **Newark Central Site:**
Turn off of Route 113 onto Central Site Lane north of Worcester County Vocational Center. Follow road to transfer station.
- **Snow Hill Homeowner Convenience Center:**
Turn off of Route 113 onto Bay Street towards Snow Hill (Route 365). Make first right onto Timmons Street. Follow into bend and make first right onto Holly Court. Follow into transfer station.
- **Pocomoke Homeowner Convenience Center:**
Turn off of Route 113 onto Byrd Road. Turn left onto Pocomoke Landfill Road. Follow into transfer station.

Directions to Worcester County Sheriff's Department Firing Range

Turn off of Route 113 at Newark Station onto Langmaid Road. Follow Langmaid Road all the way to the end. It will be necessary for the driver to stop by the Maintenance Department to pick up a key to the lock to gain access.

Directions to Worcester County Boat Ramps

- **Shell Mill Boat Ramp (Bishopville):** Turn off of Route 113 onto Bishopville Road (Route 368) then onto St. Martins Neck Road (Route 367). Then onto Shell Mill Road, boat ramp at end.
- **Gum Point Boat Ramp (Berlin):** Turn off of Route 113 onto Route 50 headed east. Turn onto Racetrack Road (Route 589) then onto Gum Point Road. Boat Ramp on right side approximately 2 miles.
- **South Point Boat Ramp (Berlin):** Turn off of Route 50 onto Route 611 heading towards Assateague. Turn onto South Point Road and follow to end.
- **Mason Landing Boat Ramp (Newark):** Turn off of Route 113 onto Langmaid Road away from Newark Station. Make first left onto Marshall Creek Road. Follow to end.
- **Public Landing Boat Ramp (Snow Hill):** Turn off of Route 113 onto Public Landing Road (Route 365, away from Snow Hill). Follow to end.
- **Taylor Landing Boat Ramp (Girdletree):** Turn off of Route 113 onto Route 12 (Away from Snow Hill). Turn left onto Box Iron Road, then bear right onto Taylor Landing Road. Follow to end.
- **George Island Landing Boat Ramp (Stockton):** Turn off of Route 113 onto Route 12 past Girdletree towards Stockton. Turn left onto Route 366 (George Island Landing Road). Follow to end.
- **Cedar Hall Boat Ramp (Pocomoke):** Located 6 miles from Route 13 off Route 371 in Pocomoke, end of Cedar Hall Wharf Road.

**WORCESTER COUNTY DPW
Maintenance Division**

**2019-2020 PORTABLE TOILET SERVICE
ATLANTIC PUMPING PRICING SUMMARY**

PART A...SOLID WASTE

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BERLIN	HDCP - A	1	12	1	48.00	576.00
NEWARK	HDCP - A	1	12	1	48.00	576.00
SNOW HILL	HDCP - A	1	12	1	48.00	576.00
POCOMOKE	HDCP - A	1	12	1	48.00	576.00
ADDITIONAL UNIT	HDCP - A	1	12	1	48.00	576.00
						2,880.00

PART A...FIRING RANGE

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BERLIN	STD - B	2	12	1	48.00	1,152.00
						1,152.00
SUBTOTAL PART A SOLID WASTE & FIRING RANGE						4,032.00

PART B...PARKS-PASSIVE USE

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
NEWTOWN	HDCP - A		12	1	51.00	612.00
STOCKTON	HDCP - A		12	1	51.00	612.00
WHALEYVILLE	HDCP - A		12	1	51.00	612.00
GIRDLETREE	HDCP - A		12	1	51.00	612.00
						2,448.00

PART B...PARKS-ACTIVE USE-PEAK

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BISHOPVILLE	HDCP - D		8	2	61.00	0.00
HOMER GADULSKI	HDCP - D		8	2	61.00	0.00
ISLE OF WIGHT	HDCP - D		8	2	61.00	0.00
ISLE OF WIGHT	STD - B	1	8	2	61.00	488.00
JOHN WALTER SMITH	HDCP - D		8	2	61.00	0.00
JOHN WALTER SMITH	STD - B	2	8	2	61.00	976.00
NEWTOWN	HDCP - D		8	2	61.00	0.00
NEWTOWN	STD - B	1	8	2	61.00	488.00
NORTHERN WORCESTER	HDCP - D		8	2	61.00	0.00
NORTHERN WORCESTER	STD - B	5	8	2	61.00	2,440.00
SHOWELL	HDCP - D		8	2	61.00	0.00
SHOWELL	STD - B	2	8	2	61.00	976.00
						5,368.00

PART B...PARKS-ACTIVE USE-OFF PEAK

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BISHOPVILLE	HDCP - C	1	4	1	51.00	204.00
HOMER GADULSKI	HDCP - C	1	4	1	51.00	204.00
ISLE OF WIGHT	HDCP - C	1	4	1	51.00	204.00
JOHN WALTER SMITH	HDCP - C	1	4	1	51.00	204.00
NEWTOWN	HDCP - C	1	4	1	51.00	204.00
NORTHERN WORCESTER	HDCP - C	1	4	1	51.00	204.00
SHOWELL	HDCP - C	1	4	1	51.00	204.00
						1,428.00

WORCESTER COUNTY DPW
Maintenance Division

2019-2020 PORTABLE TOILET SERVICE
ATLANTIC PUMPING PRICING SUMMARY

PART B...PARKS-ACTIVE USE-PEAK

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
BISHOPVILLE	HDCP - D	1	8	2	61.00	488.00
HOMER GADULSKI	HDCP - D	1	8	2	61.00	488.00
ISLE OF WIGHT	HDCP - D	1	8	2	61.00	488.00
ISLE OF WIGHT	STD - B		8	2	61.00	0.00
JOHN WALTER SMITH	HDCP - D	1	8	2	61.00	488.00
JOHN WALTER SMITH	STD - B		8	2	61.00	0.00
NEWTOWN	HDCP - D	1	8	2	61.00	488.00
NEWTOWN	STD - B		8	2	61.00	0.00
NORTHERN WORCESTER	HDCP - D	1	8	2	61.00	488.00
NORTHERN WORCESTER	STD - B		8	2	61.00	0.00
SHOWELL	HDCP - D	1	8	2	61.00	488.00
SHOWELL	STD - B		8	2	61.00	0.00

3,416.00

SUBTOTAL PART B PARKS 12,660.00

PART B...BOAT RAMPS

LOCATION	TYPE	UNITS	MOS.	OCC./WK.	PRICE/MO.	EXT.
SHELL MILL	HDCP - A	1	8	2	48.00	384.00
GUM POINT	HDCP - A	1	8	2	48.00	384.00
SOUTH POINT	HDCP - A	1	8	2	48.00	384.00
MASON LANDING	HDCP - A	1	8	2	48.00	384.00
PUBLIC LANDING	HDCP - A	1	12	2	48.00	576.00
PUBLIC LANDING	STD - B	2	8	2	48.00	768.00
TAYLOR LANDING	HDCP - A	1	8	2	48.00	384.00
GEORGE ISLAND LANDING	HDCP - A	1	8	2	48.00	384.00
CEDAR HALL	HDCP - A	1	8	2	48.00	384.00

SUBTOTAL PART B BOAT RAMPS 4,032.00

GRAND TOTAL 20,724.00



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



JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *[Signature]*
DATE: December 21, 2020
SUBJECT: Quitclaim – Bayshore Drive

DIVISIONS

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

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

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

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

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

.....
I have had the opportunity to review the attached July 27, 2020 letter and documentation from Hugh Cropper IV as it relates to the proposed quitclaim by Barbara Taylor, Trustee of the Revocable Trust Agreement of Clarence D. Hammond and Louise M. Hammond for a portion of a platted but unimproved paper street in Ocean City known as "Bayshore Drive" and offer the following comments.

This paper street as shown on the plat entitled "Addition to Bay Shore Acres, A Subdivision near Ocean City, Worcester County, Maryland" dated May 20, 1940 by Samuel F. Miles, Surveyor for Somerset County, Maryland and recorded in Plat Book ODC 2, Folio 77 is not listed within the Inventory of Public Roads of Worcester County. There are no plans for the County to make improvements to this paper street; therefore, I would recommend that the quitclaim deed be executed when appropriate.

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

Attachment

cc: Frank J. Adkins

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: hcropper@bbcmlaw.com

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDSEY J. RYAN

*ADMITTED IN MD & DC

EASTON OFFICE

130 N. WASHINGTON ST.
EASTON, MD 21601
(410) 822-2929
FAX (410) 820-6586

WEBSITE

www.bbcmlaw.com

July 27, 2020

Roscoe R. Leslie, Esquire
County Attorney, Worcester County
Worcester County Government Center
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Weston Young, Assistant CAO
Worcester County
One West Market Street
Snow Hill, Maryland 21862

RE: *Bayshore Drive*

Dear Messrs. Leslie and Young:

I represent Barbara Taylor, Trustee of the Revocable Trust Agreement of Clarence D. Hammond and Louise M. Hammond (her deceased parents) dated June 28, 1996, who own a number of lots off Riggin Ridge Road in West Ocean City.

Bayshore Drive is a platted, yet unimproved, paper street which bisects Ms. Taylor's lots. It is shown on the Subdivision Plat known as "Addition to Bay Shore Acres, a Subdivision near Ocean City, Worcester County – Maryland" which was recorded back in 1940.

The original developer, R.F. Hall Development Company, dedicated the roads in the Bay Shore Acres Subdivision to Worcester County, and a copy of that deed is attached.

July 27, 2020
Page Two

Bayshore Drive is the most channelward road. It is unimproved, and it is almost entirely marsh. In some instances, it is inundated by the ebb and flow of the tide. In other instances, structures have been built across it; it is indiscernible from private property.

Ms. Taylor is desirous of combining some of her lots to create larger, more conforming, nicer lots.

The Worcester County Commissioners have a practice of quit claiming roadbeds not in the Inventory of Public Roads. Attached is a letter from Frank J. Adkins, Roads Superintendent, confirming that this portion of Bayshore Drive is not included in the Inventory of Public Roads for Worcester County.

A proposed quitclaim deed is attached.

If you could please present the deed to the Worcester County Commissioners for signature, I would be most appreciative. Please let me know if I can answer any other questions.

Very truly yours,



Hugh Cropper IV

HC/tgb

Enclosure

CC W/Enclosure: Frank G. Lynch, Jr.
Ms. Barbara Taylor

THIS QUITCLAIM DEED is made this _____ day of _____, 2020, by **THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, hereinafter referred to as Grantor.

WITNESSETH: THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Grantor herein does hereby grant and convey unto **BARBARA H. TAYLOR, Trustee of the REVOCABLE TRUST AGREEMENT OF CLARENCE D. HAMMOND and LOUISE M. HAMMOND** dated **June 28, 1996**, her heirs, personal representatives, successors and assigns, forever, in fee simple, whatever rights Grantor may possess in the following described property:

All that platted, yet unimproved, roadbed known as "Bayshore Drive" lying and being situate between Lots 20, 21, and 22, Block 6, and Lots 16, 17, and 18, Block 7, as shown on the Plat entitled "Addition to Bay Shore Acres, A Subdivision near Ocean City, Worcester County, Maryland" by Samuel F. Miles, Surveyor for Somerset County, Maryland, dated May 20, 1940, and recorded among the Land Records of Worcester County, Maryland, in Plat Book ODC 2, Folio 77; and, as described in the deed dated June 21, 1940, by the R.F. Hall Development Company, et al., Grantors, and the County Commissioners of Worcester County, Maryland, Grantees, and recorded among the

Land Records of Worcester County, Maryland in Liber JEB No. 9, Folios 294 to 298, and the corresponding "Plat of an Existing Private Road System to Be Conveyed to the Board of Commissioners of Worcester County, Bay Shore Acres, Ocean City, Md." Dated June 15, 1940, and filed in Plat Book JEB 1, Folio 5.

TOGETHER with all the improvements thereupon erected and all rights, alleys, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto **BARBARA H. TAYLOR, Trustee of the REVOCABLE TRUST AGREEMENT OF CLARENCE D. HAMMOND and LOUISE M. HAMMOND dated June 28, 1996**, her heirs, personal representatives, successors and assigns, forever, in fee simple.

SUBJECT, to any private rights of way which may exist.

AS WITNESS, the hand and seal of the Grantor herein, as of the day and year first above written.

GRANTOR:
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

WITNES

BY: _____ (SEAL)
JOSEPH M. MITRECIC, PRESIDENT

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2020,
before me, a Notary Public in and for the State and County aforesaid,
personally appeared **JOSEPH M. MITRECIC, PRESIDENT OF THE
COUNTY COMMISSIONERS OF WORCESTER COUNTY,**
MARYLAND known to me, or satisfactorily proven to be the person named in
the foregoing deed and executed the same for the purposes therein contained,
as his own free act and deed.

Notary Public
My Commission Expires:

ATTORNEY CERTIFICATION

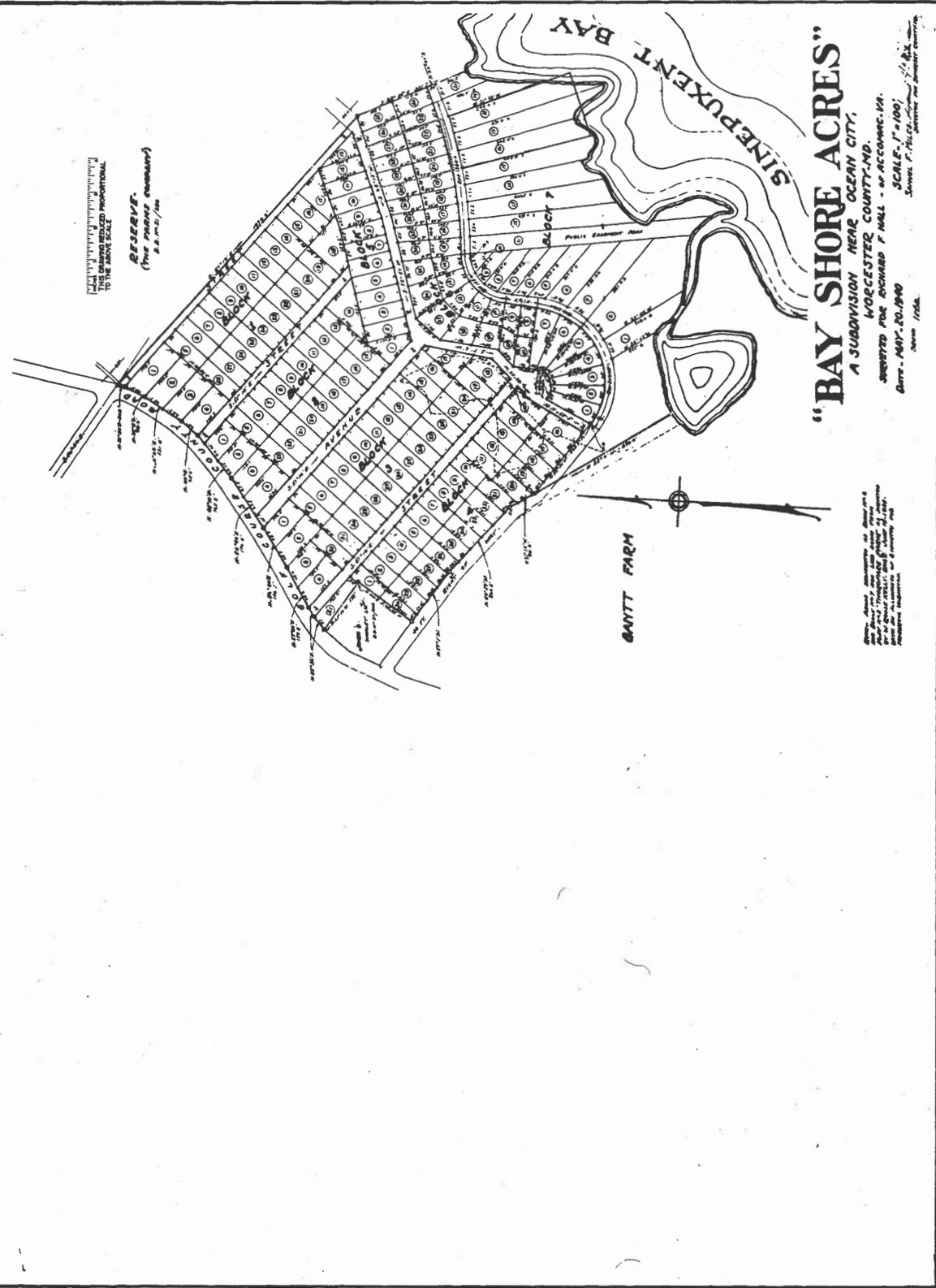
I HEREBY CERTIFY, that this instrument was prepared by or under
the supervision of an attorney admitted to practice law before the Court of
Appeals for the State of Maryland.

Hugh Cropper, IV

TAYLOR-CO-QUITCLAIM DEED (12/18/2020)

O.D.C. 2

77



MSA USA 2157-5568

**WORCESTER COUNTY COMMISSIONERS
TITLE CERTIFICATE**

Property - Legal Description

Consolidated Lot 20A, Riggin Ridge Road & Consolidated Lot 16A, Bay Shore Drive

Recording Reference - SRB 7360/413

Copy of Deed Attached: XXX Yes _____ No

Assessment Information:

Tax Map 27 Parcel No. 570, Lots 16A and 20A

Tax District and Account No. 10-357381 (16A); 10-024447 (20A)

SDAT Information Sheet Attached XXXX Yes _____ No

Fee Simpler Owner(s):

Names: Louise M. Hammond, Trustee & Barbara Hammond Taylor, Trustee,
Revocable Trust Agreement of Clarence D. Hammond M. Hammond

Mailing Address: 13020 Riggin Ridge Road, Ocean City, MD 21842

Liens:

Record Holder: None

Recording Reference: _____ Nature of Lien: _____

Rights of Way and Easements:

Copies of All Documentation Regarding Easements and Rights-of-Way Attached:

XXX Yes _____ No

Pending Litigation:

None

Any other matter affecting Title to the Property

None

Unrecorded instruments effecting title of which I have knowledge:

None

Limitation

This Certificate of Title is given for the benefit of the County Commissioners of Worcester County for the purpose of _____

Taxes & Public Charges

No certification is required.

This document can be relied on by the County Commissioners for such purposes.

I hereby certify that I am an attorney licensed to practice law in Maryland and, based upon a Title Examination conducted in the land and court records of Worcester County and such other sources of information that I deem necessary and appropriate, I do hereby certify that the owner listed in this certificate is the fee simple owner of the property described in this certificate subject only to the matter set forth herein and further subject to the following standard exceptions:

Matters of survey, unknown heirs, forgeries, matters which could not be determined by physical examination of the property, matters contained in unrecorded instruments of which I am unaware, taxes past due, present due and due in the future, assessments and benefit charges past due, present due and in the future, and any matter affecting title which is not determinable or ascertainable pursuant to practices and procedures of Members of the Bar of Worcester County with respect to examination of Real Estate Titles.

Other Exceptions: See attached list.

Date: 10/30/20

Signature



Hugh Cropper IV
Booth Cropper & Marriner, P.C.
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842
410-213-2681
hcropper@bbcmlaw.com

TITLE EXAMINATION

Current Owner: Louise M. Hammond, Tr. & Barbara Hammond Taylor, Tr., Revocable Trust Agreement of Clarence D. Hammond & Louise M. Hammond

Property Address: 13020 Riggin Ridge Road, West Ocean City

Deed Reference: 7360 / 413, et seq.

Plat Reference: 2/77

Tax I.D. Number: 10-024447

Subject to the following exceptions:

1. Power of Attorney and Designation of Guardian by Louise M. Hammond to Barbara Hammond Taylor and recorded in the Land Records of Worcester County in Liber 7360, folio 401, et seq.
2. No open Mortgage or Deed of Trust noted.
3. All matters and facts set forth on a Plat entitled: "Bay Shore Acres" dated May 20, 1940, and recorded in the aforesaid Land Records in Plat Book ODC 2, folio 77.
4. Declaration of Consolidation dated April 20, 1995, by Clarence Hammond for the consolidation of lots 20, 21, 22, 27, 28 & 29 of Block 6, Bay Shore Acres, and recorded in the aforesaid Land Records in Liber 2154, folio 370, et seq.
5. Off Conveyance of part of lots 20 & 29, Blk. 6, set forth in a Deed dated June 15, 1953, from James W. Tyler, et al., to LeRoy Graefe, et ux., and recorded in the aforesaid Land Records in Liber 60, folio 259, et seq.
6. Covenants and Restrictions set forth in a Deed dated May 23, 1940, from The Farms Company, et al., to The R.F. Hall Development Co., and recorded in the aforesaid Land Records in Liber JEB 7, folio 220, et seq.
7. Covenants and Restrictions set forth in a Deed dated June 9, 1942, between R. F. Hall Development Co., et al., and William S. Evans, et ux., regarding building and road restrictions and recorded in the aforesaid Land Records in Liber JEB 12, folio 193, et seq.

8. Right of Way between R. F. Hall Development Co., et al., and Count Commissioners of Worcester County and recorded in the aforesaid Land Records in Liber JEB 9, folio 294, et seq., with Plat recorded in Liber JEB 1, folio 15.
9. Deed between the County Commissioners of Worcester County, et al., and recorded in the aforesaid Land Records in Liber EWR 68, folio 422, et seq., with Plat recorded in CWN 2, folio 88.
10. State and County taxes are paid in the amount of \$4709.89.
11. Civil/Judgments: None noted.
12. Title run through September 1, 2020.

250

2

RCS-jwk

NO CONSIDERATION, NO TITLE EXAMINATION REQUESTED OR PERFORMED

THIS DEED, made this 18th day of January, in the year two thousand nineteen (2019), by and between LOUISE M. HAMMOND, by her Attorney-In-Fact BARBARA HAMMOND TAYLOR, pursuant to a Power of Attorney intended to be recorded immediately prior hereto, hereinafter called Grantor, and LOUISE M. HAMMOND and BARBARA HAMMOND TAYLOR, Trustee and Successor Trustee, respectively, of the REVOCABLE TRUST AGREEMENT OF CLARENCE D. HAMMOND AND LOUISE M. HAMMOND dated June 28, 1996, of 13020 Riggan Ridge Road, Ocean City, MD 21842, hereinafter referred to as Grantee, WITNESSETH:

THAT FOR AND IN CONSIDERATION of the premises and other good and valuable consideration, but no monetary consideration, the sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey unto LOUISE M. HAMMOND and BARBARA HAMMOND TAYLOR, Trustee and Successor Trustee, respectively, of the REVOCABLE TRUST AGREEMENT OF CLARENCE D. HAMMOND AND LOUISE M. HAMMOND dated June 28, 1996, their successors and assigns, forever in fee simple:

SEE "EXHIBIT A, LEGAL DESCRIPTION" attached hereto and made a part hereof.

TOGETHER with all the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7360, p. 0413, MSA_CE31_7536, Date available 12/06/2019, Printed 12/17/2020.

*Barbara Taylor
13020 Riggan Ridge Rd
O/C Md Jg 2 1842*

RCS-jwk

TO HAVE AND TO HOLD the above described property unto the said LOUISE M. HAMMOND and BARBARA HAMMOND TAYLOR, Trustee and Successor Trustee, respectively, of the REVOCABLE TRUST AGREEMENT OF CLARENCE D. HAMMOND AND LOUISE M. HAMMOND dated June 28, 1996, their successors and assigns, forever in fee simple.

AND the grantor herein does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the grantor herein, the day and year first herein written.

WITNESS:


As to L.M.H.

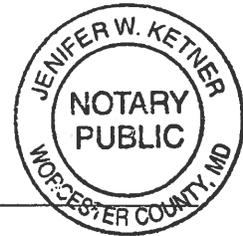
 (SEAL)
LOUISE M. HAMMOND
by her Attorney-In-Fact
BARBARA HAMMOND TAYLOR

RCS-jwk

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY, that on this 18th day of January, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BARBARA HAMMOND TAYLOR, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and in pursuance of the power and authority set forth in the Power of Attorney herein before mentioned, acknowledged the foregoing to be the act of said Attorney in Fact, and further made oath in due form of law that the at the time of the execution of the within instrument, she did not have actual knowledge of the revocation of the above mentioned Power of Attorney by death of the principal, or, if applicable, by the subsequent disability or incompetence of the principal, and acknowledged that she executed the same for the purposes therein contained, and in the capacity herein stated in my presence singed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Handwritten Signature]
Notary Public

My Commission Expires: 7/29/22

AFFIDAVIT OF CONSIDERATION

I hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance is the sum total of Zero Dollars (\$0.00); this transfer to the Grantor's trust is made for estate planning purposes and is exempt pursuant to Maryland Code Tax - Property §12-108(d)(1)(i) and Tax Property §13-207(a)(3).

TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By SH
Authorized Signature
Date 1/25/19

Barbara Hammond Taylor
LOUISE M. HAMMOND
by her Attorney-In-Fact
BARBARA HAMMOND TAYLOR

PAID
Water & Wastewater Services
JAN 25 2019
Worcester Co. Finance Officer
by *[Signature]*

U:\Ketner\WPDOCS\BDS\EstatePlanning\Hammond, Louise MD\Decd.wpd

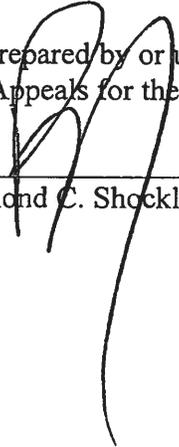
TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 1/25/19
Worcester County Finance Officer
By SH
EXCEPT PERSONAL PROPERTY

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7360, p. 0415, MSA_CE31_7536. Date available 02/06/2019. Printed 12/17/2020.

RCS-jwk

ATTORNEY AFFIDAVIT

I HEREBY CERTIFY, that this instrument was prepared by or under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.



Raymond C. Shockley

LR - Deed (No-Taxes)
 Recording Fee 20.00
 Name: Hammond/Taylor
 Ref:
 LR - Deed (No-Taxes)
 Surcharge 40.00
 =====
 SubTotal: 60.00
 =====
 Total: 135.00
 02/05/2019 12:01
 CC23-ML
 #11618043 CC0104 -
 Worcester
 County/CC01.04.02 -
 Register 02

RCS-jwk

EXHIBIT A
LEGAL DESCRIPTION

ITEM ONE: ALL that lot, part of lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, which is designated as Lot 20A pursuant to a Declaration of Consolidation dated April 20, 1995, and recorded among the Land Records of Worcester County, Maryland, in Liber 2154, folio 370, et seq.; and BEING A PART OF THE SAME property conveyed unto Clarence D. Hammond and Louise M. Hammond, his wife, as tenants by the entireties, by Deed dated October 8, 1957, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 105, folio 82, et seq. The said Clarence D. Hammond having previously departed this life on or about June 16, 2009, thereby leaving Louise M. Hammond sole owner by operation of law.

ITEM TWO: ALL that lot, part of lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, which is designated as Lot 16A pursuant to a Declaration of Consolidation dated April 20, 1995, and recorded among the Land Records of Worcester County, Maryland, in Liber 2154, folio 367, et seq.; and BEING A PART OF THE SAME property conveyed unto Clarence D. Hammond and Louise M. Hammond, his wife, as tenants by the entireties, by Deed dated October 8, 1957, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 105, folio 82, et seq. The said Clarence D. Hammond having previously departed this life on or about June 16, 2009, thereby leaving Louise M. Hammond sole owner by operation of law.

ITEM THREE: ALL that lot, part of lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, which is designated as Lot 12A pursuant to a Declaration of Consolidation dated April 20, 1995, and recorded among the Land Records of Worcester County, Maryland, in Liber 2154, folio 373, et seq.; and BEING A PART OF THE SAME property conveyed unto Clarence D. Hammond and Louise M. Hammond, his wife, as tenants by the entireties, by Deed dated March 18, 1959, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 121, folio 282, et seq. The said Clarence D. Hammond having previously departed this life on or about June 16, 2009, thereby leaving Louise M. Hammond sole owner by operation of law.

It is the intention of the parties to convey any and all property owned by the Grantor along Riffin Ridge Road to the Grantee.

U:\Kctne\WPDOCS\BDS\EstatePlanning\Hammond, Louise M\Deed.wpd

FEB 05 2019 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Shirley Proctor Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 7360, p. 0418, MSA_CE31_7536, Date available 02/06/2019, Printed 12/17/2020.

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Worcester
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only--All Copies Must Be Legible)

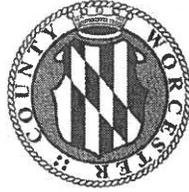
Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)						
	X Deed Deed of Trust	Mortgage Lease	Other _____	Other _____				
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input checked="" type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable)	Recordation						
	Cite or Explain Authority	State Transfer						
		County Transfer						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration			
		Purchase Price/Consideration	\$		Transfer Tax Consideration	\$		
		Any New Mortgage	\$		X () % =	\$		
		Balance of Existing Mortgage	\$		Less Exemption Amount	- \$		
		Other:	\$		Total Transfer Tax	= \$		
		Other:	\$		Recordation Tax Consideration	\$		
		Full Cash Value:	\$		X () per \$500 =	\$		
				TOTAL DUE	\$			
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$	\$			Tax Bill:	
		Surcharge	\$	\$			C.B. Credit:	
		State Recordation Tax	\$	\$			Ag. Tax/Other:	
		State Transfer Tax	\$	\$				
		County Transfer Tax	\$	\$				
		Other	\$	\$				
		Other	\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)	
		10						
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)	
		Location/Address of Property Being Conveyed (2)						
		13020 Riggin Ridge Road, Ocean City, MD 21842						
		Other Property Identifiers (if applicable)						Water Meter Account No.
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed:						
		Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
7	Transferred From	Louise M. Hammond by Barbara Hammond Taylor, Attorney-In-Fact						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)					Doc. 2 - Grantee(s) Name(s)	
		Louise M. Hammond and Barbara Hammond Taylor, Trustees of the Revocable Trust Agreement of Clarence D. Hammond and Louise M. Hammond						
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input type="checkbox"/> Return to Contact Person	
		Name: Raymond C. Shockley, Esquire					<input type="checkbox"/> Hold for Pickup	
		Firm Williams, Moore, Shockley & Harrison, LLP					<input checked="" type="checkbox"/> Return Address Provided	
		Address: 3509 Coastal Highway Ocean City, MD 21842 Phone: (410) 289-3553						
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
	Assessment Use Only - Do Not Write Below This Line							
	Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification			
	Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:			
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	Grid	Plat	Lot	
	Buildings			Use	Parcel	Section	Occ. Cd.	
	Total			Town Cd.	Ex. St.	Ex. Cd.		
	REMARKS:							

Distribution: White - Clerk's Office
Pink - Office of Finance Canary - SDAT
Goldenrod - Preparer AOC-CC-300 (5/2007)

Attachment to Intake Sheet

	Tax ID #	Map	Parcel	Block	Lot
Item One:	10-024447	0027	0570	6	20A
Item Two:	10-357381	0027	0570	6	16A
Item Three:	10-024420	0027	0570	6	12



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

JOHN H. TUSTIN, P.E.
DIRECTOR

July 20, 2020

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

Hugh Cropper IV
Booth Cropper and Marriner
9923 Stephen Decatur Highway, D-2
Ocean City, MD 21842

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

RE: Proposed Quit Claim – Bayshore Drive

DIVISIONS

Dear Mr. Cropper:

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

This letter is in response to your letter of July 17, 2020 regarding the status of the road indicated as "Bayshore Drive" as shown on the drawing that was included with your letter located off Riggin Ridge Road in Worcester County.

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

This road as indicated on the drawing is not listed within the Inventory of Public Roads of Worcester County.

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

Should you have any questions or concerns regarding this issue, please feel free to call me directly at (410) 632-2244.

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

Sincerely,

Frank J. Adkins
Roads Superintendent

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

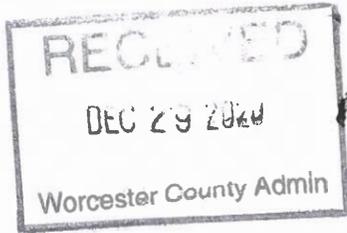
Attachments

cc: John H. Tustin, P.E., Director of Public Works

FJA/ll

\\wcfiler2\users\llawrence\Letters\Bayshore Drive.Quit Claim.doc

7/24/20
21 - 20



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Coastal Bays Rural Legacy Area Easement Agreement of Sale
Porter Mill Properties, LLC – “Dickerson Farm”
Stockton, Maryland
Tax Map 94, Parcel 252
81.6 Acres

Date: December 28, 2020

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the Commissioners. Two before/after appraisals were conducted by two independent appraisers. The easement totals \$151,000, this price was derived by the calculated mean of value of the two appraised values of \$147,000 and \$155,000. The final price was negotiated with the landowner and MD DNR. The funding, provided by FY20 and FY 21 Coastal Bays Rural Legacy Funds, will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 81.6 +/- acres located on the west side of Snow Hill Road, south of Stockton, Maryland.

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

With respect to this particular property, the land is within the Coastal Bays watershed, is adjacent to protected farm and forest lands, half of the property contains prime farmland, and protection of

Citizens and Government Working Together

the land will contribute towards preserving the scenic viewshed for the surrounding neighborhood. The property has the potential for full subdivision rights, depending on soil percolation results. There are currently no structures on the property, the owner is surrendering all subdivision and development rights, save one (1) residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

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

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

Enclosures

cc: Roscoe Leslie
Katherine Munson

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, SUITE 1306 SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 FAX: 410-632-2012



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner v *KM*

SUBJECT: Coastal Bays Rural Legacy Area Easement Agreement of Sale—
Porter Mill Properties, LLC, "Dickerson Farm"; 81.6 acres; TM 94, Parcel 252

DATE: December 21, 2020

This project is to be funded by FY20 and FY21 Coastal Bays Rural Legacy Area grant and was identified in the grant agreements as a priority. An aerial and a location map are attached.

The property is within the Maryland Coastal Bays watershed (Chincoteague Bay) and adjacent to over 200 acres of farm and forest land permanently protected by Rural Legacy and MALPF. The property is one parcel, and has never been subdivided. 50% of the property contains prime farmland. The property has 0.30 miles of frontage on Route 12; protection of the property therefore protects the rural scenic view from the road.

The appraised easement values are: \$147,000 and \$155,000

The appraisal summary sheets are attached.

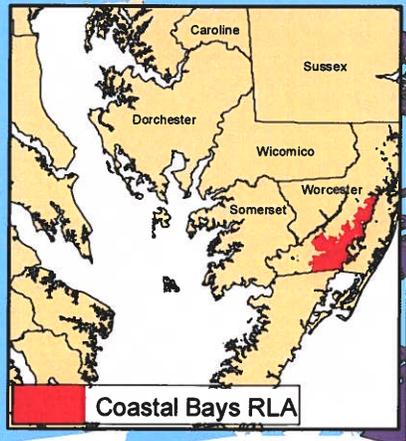
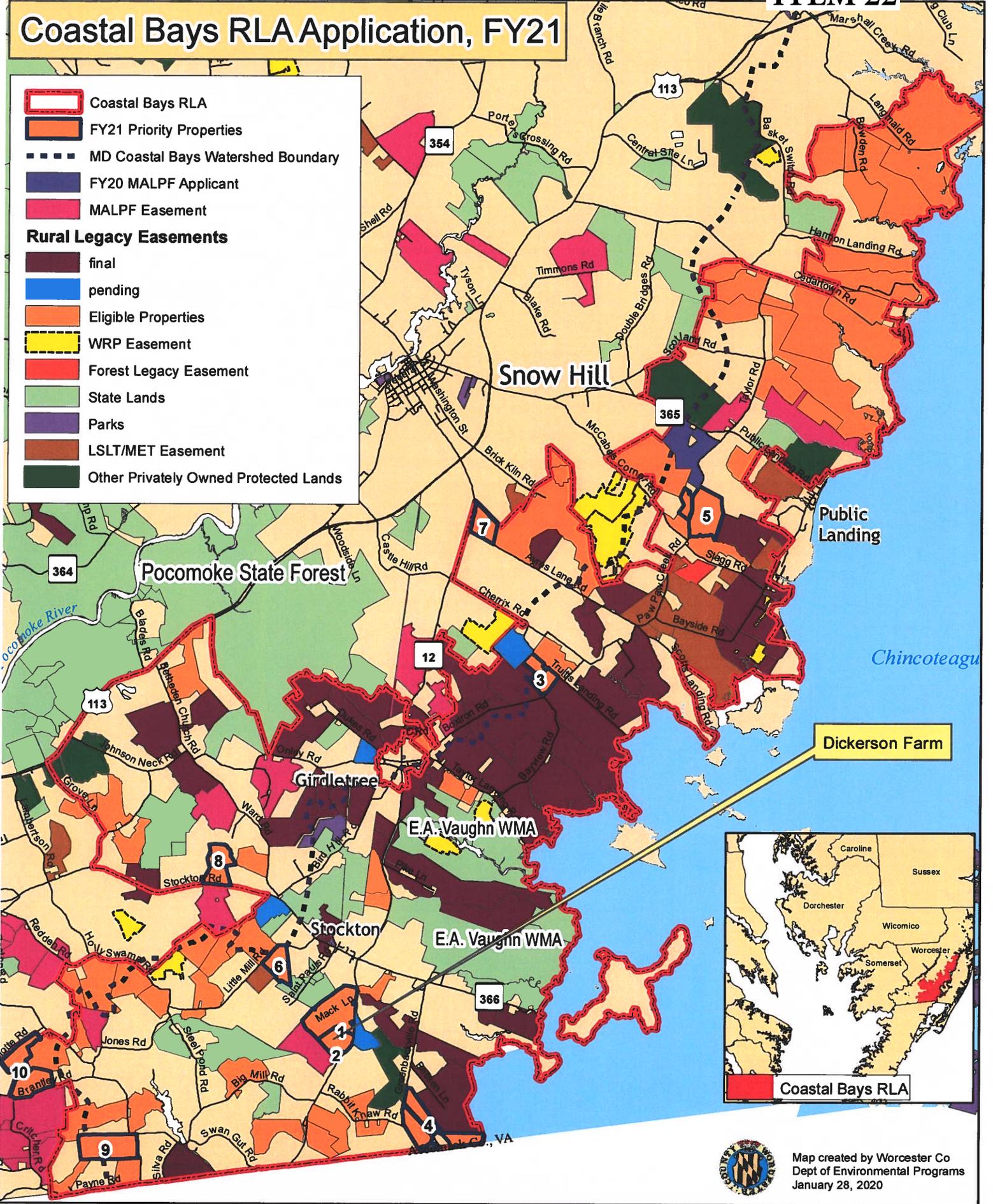
The attached Agreement of Sale is for an easement purchase price of \$151,000.00). A survey is already available for the property.

I have indicated on the contract where signature is required. Please let me know of any questions you have.

Attachments

Coastal Bays RLA Application, FY21

-  Coastal Bays RLA
-  FY21 Priority Properties
-  MD Coastal Bays Watershed Boundary
-  FY20 MALPF Applicant
-  MALPF Easement
- Rural Legacy Easements**
-  final
-  pending
-  Eligible Properties
-  WRP Easement
-  Forest Legacy Easement
-  State Lands
-  Parks
-  LSLT/MET Easement
-  Other Privately Owned Protected Lands



Map created by Worcester Co
 Dept of Environmental Programs
 January 28, 2020



SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	Appraisal Report File No. CC15325	
REPORT DATE:	January 17, 2020	
LOCATION:	Snow Hill Road Stockton, MD 21864 Map 94 Parcel 252	
OWNER OF RECORD:	Porter Mill Properties LLC	
LAND AREA BEFORE/AFTER:	81.60 +/- Acres	81.60 +/- Acres
IMPROVEMENTS:	No improvements	
ZONING:	A-1	
CENSUS TRACT:	9514.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0370H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Agriculture	
HIGHEST AND BEST USE AFTER:	Agriculture	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$351,000	
AFTER VALUE	\$196,000	
VALUE OF EASEMENT/DIFFERENCE:	\$155,000	
EFFECTIVE DATE	January 9, 2020	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 81.60 +/- Acres - Agricultural Farm (*Dickerson Farm*)
 West Side Snow Hill Rd (*South of George Island Landing Rd*)
 South of Stockton, Worcester Co, Maryland 21864

CENSUS TRACT: 9514 – Southern Worcester County

OWNERSHIP & TAX REFERENCE:

Ownership: Porter Mill Properties, LLC

Tax Parcel		Deed Reference		Date of Record	Land Area
Map	Parcel	Liber	Folio		
94	252	5240	/ 299	August 15, 2019	81.600 ac.
	Plat:	230	/ 70	August 12, 2019	81.600 ac.
<i>Acreage for Valuation:</i>					81.600 Acres

SITE SIZE: **81.60 +/- Acres (Per Plat Record)**
 34.0 +/- Acres Tillable/Cleared (42%)
 47.6 +/- Acres residual Woodlands (58%)

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

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

FLOOD PLAIN MAP: FEMA Community Map #24047C-0370-H; date July 16, 2015,
 Property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Predominantly Sassafras sandy loam, Woodstown sandy loam,
 Mattapex silt loam, Hambrook sandy loam, Fort Mott loamy
 sand, Matapeake fine sandy loam, Othello silt loams, and
 Kentuck silt loam

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

EFFECTIVE DATE: February 28, 2020

DATE OF REPORT: April 13, 2020

I)	“AS IS” MARKET VALUE (BEFORE) - \$4,500 per Acre	\$ 367,000
II)	ENCUMBERED BY CONSERVATION EASEMENT (AFTER)	\$ 220,000
	<i>(Estimate of Unit Value) - \$2,700 per Acre</i>	
	DIFFERENCE (Concluded Value to Easement):	\$ 147,000
	<i>(Extracted Unit Value Conclusion) ~ \$1,802 per Acre</i>	

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (“Agreement”), dated as of the _____ day of _____, 20__ is made by and between PORTER MILL PROPERTIES, LLC, (“Seller”), and the County Commissioners of Worcester County, Maryland (“Buyer”).

1. The Seller is the owner of that property (“Property”) located in the Eighth tax district of Worcester County, Maryland; which is one (1) parcel, 81.6 acres total, more or less, and located on the west side of Snow Hill Road, Stockton, MD 21864, having tax ID number of 08-013810; Tax Map 94, Parcel 252.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The purchase price (Purchase Price) to be paid for the Rural Legacy Program Easement (as defined below) shall be, One Hundred Fifty-One Thousand Dollars (\$151,000.00), or One Thousand Eight Hundred and Fifty Dollars and Fifty Cents (\$1,850.50) per acre, of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement (“Closing”) shall take place on or before December 31, 2021 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

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

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

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

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

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

5.2. Seller covenants that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

7.1. Seller makes the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Seller represents and warrants that:

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

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

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

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

SECTION 12. SURVEY PROVISION

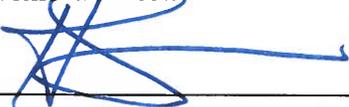
12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 81.6 acres. The purchase price of the easement shall be \$1,850.50 per acre. Buyer, at Buyer's expense, will cause a survey to be completed by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 81.6 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based

upon the updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

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

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

Witness/Attest.



SELLER

By:  (Seal)
Harold Scrimgeour, Managing Agent, Porter Mill Properties, LLC

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Joseph M. Mitrecic
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (“Agreement”), dated as of the _____ day of _____, 20__ is made by and between PORTER MILL PROPERTIES, LLC, (“Seller”), and the County Commissioners of Worcester County, Maryland (“Buyer”).

1. The Seller is the owner of that property (“Property”) located in the Eighth tax district of Worcester County, Maryland; which is one (1) parcel, 81.6 acres total, more or less, and located on the west side of Snow Hill Road, Stockton, MD 21864, having tax ID number of 08-013810; Tax Map 94, Parcel 252.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The purchase price (Purchase Price) to be paid for the Rural Legacy Program Easement (as defined below) shall be, One Hundred Fifty-One Thousand Dollars (\$151,000.00), or One Thousand Eight Hundred and Fifty Dollars and Fifty Cents (\$1,850.50) per acre, of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement (“Closing”) shall take place on or before December 31, 2021 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

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

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

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

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

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

5.2. Seller covenants that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

7.1. Seller makes the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Seller represents and warrants that:

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

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

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

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 81.6 acres. The purchase price of the easement shall be \$1,850.50 per acre. Buyer, at Buyer's expense, will cause a survey to be completed by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 81.6 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based

upon the updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

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

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

Witness/Attest:

SELLER

By: Harold Scrimgeour (Seal)
Harold Scrimgeour, Managing Agent, Porter Mill Properties, LLC

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Joseph M. Mitrecic
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

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

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20__, by and between PORTER MILL PROPERTIES, LLC, having an address at 3808 Old Post Road, Salisbury, MD 21804 ("Grantor") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

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

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2020 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantors own in fee simple 81.6 acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Ward Farms LLC by Deed dated June 29, 2006 and recorded among the Land Record of Worcester County, Maryland in Liber 5175, Folio 403 and by Michael D. Ward, as personal representative of the Estate of Effie Pauline Ward by Confirmatory Deed dated April 17, 2009 and recorded among the Land Records of Worcester County, Maryland in Liber 5240, Folio 299 (the "Property"). The address of the Property is Snow Hill Road, Stockton, MD 21864. The Property is identified on tax map 94, parcel 252.

WHEREAS, the Property includes 34.6 +/- acres of agricultural land and open fields, and 47+/- acres of woodlands; and scenic value of significant public benefit on Route 12/Snow Hill Road.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below. **ARTICLE I. GRANT AND DURATION OF EASEMENT**

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

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of One Hundred Fifty-One Thousand Dollars (\$151,000.00), to Grantors as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of One Hundred Fifty-One Thousand Dollars (\$151,000.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

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

ARTICLE II. CONSERVATION PURPOSE

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

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

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

ARTICLE III. LAND USE AND STRUCTURES

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

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

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

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

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

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

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a

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hay ride);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The total Impervious Surface on the Property shall never exceed one percent (1%) of the Property, or 0.816 acres, or 35,500 square feet. “Impervious Surface” means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt, excluding however, reasonable means of access to the Dwelling Unit, so long as such access does not exceed an average of twenty (20) feet in width.

F. Utilities. Grantors may repair and replace existing Utilities (as defined below) and

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

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

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

I. Buffer Requirements. If in the future, the existing agricultural ditches on the Property are restored or maintained as nontidal intermittent or perennial streams, Grantors shall allow the buffer strip along each side of all restored or maintained streams to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. A fifty (50) foot vegetative buffer strip shall be required along such future streams. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantee's approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees only if control and/or removal can be accomplished without the use of heavy machinery within the Buffer Strip, as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; and (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

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

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

L. Forest Management. The Grantor shall implement a Forest Stewardship Plan (“the Plan”) in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantee.

The Plan’s primary objective is, and the Plan’s secondary objective is. At a minimum, the Plan shall include:

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

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

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

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

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

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

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local,

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantee encourages in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

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

Q. Authorization. Grantors authorizes the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantors' Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

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

ARTICLE V. GRANTEE APPROVAL PROCESS

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

- operation of a bed and breakfast, as per Article III.C(1);

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

- location of any new Structure containing a Dwelling Unit, as per Article III.E(1) ;
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1) ;
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1) ;
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(4);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(4); and
- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantee, Grantors shall submit to Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee shall evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantee deems the submission complete (“Request”), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

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

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

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantee;

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantee for Grantee's actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

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

C. Grantee shall provide to Grantors a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an approval by such Grantee.

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

ARTICLE VI. ENFORCEMENT AND REMEDIES

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

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (2) and III.E (3) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

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

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

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

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

ARTICLE VII. PUBLIC ACCESS

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

ARTICLE VIII. BASELINE DOCUMENTATION

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

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

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

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

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

D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of 10 color digital images and one (1) page.

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

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

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

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

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

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

pertaining to any such Lien.

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

D. Warranties. The Grantors who signed this Conservation Easement on the date set forth above (“Original Grantors”) are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantors warrants that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

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

ARTICLE X. CONDEMNATION

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

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

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

- (1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.
- (2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;
- (3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.
- (4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;
- (5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and
- (6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantee may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantee determines that the exercise of condemnation

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and uses compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

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

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

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

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

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

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

H. Notice to Grantee. Any notices by Grantors to Grantee pursuant to any Provision

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

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

and to

Rural Legacy Program
Land Acquisition and Planning Unit
Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue, E-4
Annapolis, MD 21401

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

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

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

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

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

SIGNATURES BEGIN ON THE NEXT PAGE

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

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

GRANTOR:
PORTER MILL PROPERTIES, LLC

_____(SEAL)
Harold Scrimgeour
Managing Agent, Porter Mill Properties, LLC

STATE OF MARYLAND, _____ of _____, TO WIT:

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

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

County Commissioners of Worcester County, Maryland

By: _____(SEAL)
Joseph Mitrecic, President

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of Roscoe R. Leslie, an

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

attorney admitted to practice by the Court of Appeals of Maryland

Approved as to legal form and sufficiency this _____ day of _____, 2020.
“Approved” means the document meets the legal requirements for a deed of conservation easement; it does not mean approval or disapproval of the transaction.

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit A
Boundary Description and Property Reference
Deed of Conservation Easement
Porter Mill Properties, LLC
Page 1 of 2

To be completed

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit A
Boundary Description and Property Reference
Deed of Conservation Easement
Porter Mill Properties, LLC

Page 2 of 2

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit B: Summary of Conservation Values
Deed of Conservation Easement
Porter Mill Properties, LLC

Page 1 of 1

1. The Property is within the Coastal Bays Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural, natural resource and water quality protection values, and scenic value from Snow Hill Road/Route 12.
3. The property is part of a acre block of contiguous protected land, contributing to the agricultural and natural resource vitality and scenic nature of the area.
4. Minimization of impervious surface contributes to water quality of the Pocomoke River.
5. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2018 Worcester County Land Preservation and Recreation Plan.

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit C

Inventory of Existing Structures

Deed of Conservation Easement
Porter Mill Properties, LLC

Page 1 of 1

No Structures.

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit D
Color Digital Images

Deed of Conservation Easement
Porter Mill Properties, LLC

Page 1 of 1

These images are kept on file at the principal office of the Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 10 color images and 1 page.

Index Number	Image Taken From	Image Description
1		
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9		
10		

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit E

Aerial/Satellite Image
Deed of Conservation Easement
Porter Mill Properties, LLC

Page 1 of 1

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

Exhibit B: Agreement of Sale between Porter Mill Properties, LLC and County Commissioners of Worcester County, Maryland

Exhibit F
Tax Map Showing Approximate Location of Property
Deed of Conservation Easement
Porter Mill Properties, LLC

Page 1 of 1

Porter Mill Properties, LLC/"Dickerson Farm"
TM 94, Parcel 252
81.6 acres

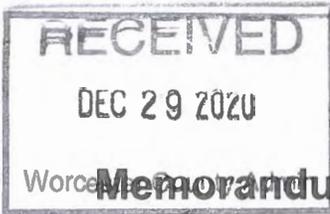


Aerial image made 2019





Worcester County
Department of Environmental Programs



To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Shared Facility Agreement – Buas Self Storage Center

Date: December 28, 2020

An application for a Shared Sanitary Agreement has been received from Mr. Regan Smith, Esq., on behalf of the Owner, Papa and Nana Buas, LLC for the establishment of a shared facility for the existing onsite sewage system and, and which are currently operating and serving a current residential structure (Worcester County Tax Map 26, Parcel 116). The Owner desires to subdivide the adjacent property (Worcester County Tax Map 26, Parcel 114) and build mini-storage units on all three (3) lots. The subject properties were previously used as residential properties and the home and septic and well serving the adjacent lot (Worcester County Tax Map 26, Parcel 114) will be demolished and properly abandoned. The Owner is proposing to utilize the existing onsite sewer system and well on the Parcel 116 property to serve the office for the storage unit development. Parcel 116 is improved with an existing 600 gallon per day (gpd) septic system and well built to serve the existing residence. Those facilities will be more than adequate to serve the complex office and bathrooms. All of the lots will be owned by the same property owner. As a subdivision plat will separate lot boundaries, a shared facility agreement will be needed. As such, they are subject to the Code of Maryland Regulations (COMAR 26.04.05), and the local requirements of Section §PW 5-101 of the Public Works Article.

The name of the facility shall be the “Buas Self Storage Center Shared Water and Wastewater Facility”. This application was received in accordance with the requirement for such an agreement in Section §PW 5-104 of the Public Works Article.

Papa and Nana Buas, LLC is the Owner of two (2) improved properties located on the south side of MD Route 50 (Ocean Gateway), east of the intersection with Holly Grove Road. The addresses for the existing properties are 11750 and 11802 Ocean Gateway. They are more particularly identified as shown on Worcester County Tax Map 26 as Parcels 116 and 114.

The execution of a shared facilities agreement will be recorded in the Land Records of Worcester County and provides for takeover and/or operation of the Shared Facility by Worcester County

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, SUITE 1306 SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 FAX: 410-632-2012

should it be determined that it is necessary to take over the Shared Facility to protect the health, safety and welfare of the users of this facility. Considering the current use is residential and the proposed use is to serve a single complex office and bathroom, there would be a very small probability for component failure for the proposed shared facilities. There is room to replace the septic system if that does occur.

Pursuant to the investigation required under Section §PW 5-105(a), I have investigated and evaluated the agreement under the standards listed in Section §PW 5-105(b). In this investigation, I included the Department of Public Works and the County Attorney. The Department of Public Works has no objections or reservation concerning this proposal at this time. After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will be served by the proposed shared facility. “Buas Self Storage Center Shared Water and Wastewater Facility” has installed a septic system to serve both the existing structures in their existence as residential units. A centrally located septic system, built in accordance with all applicable regulations, would provide the for the comfort, convenience, health, safety, and welfare of the current and planned future customers of the office and mini storage structures built and maintained within the proposed subdivision.
2. The operation and construction is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the owner of the properties. All system components for current and future structures have been constructed and are in sound working order. These components are very typical of residential construction and are feasible from an engineering standpoint.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. The existing septic system has been constructed to all applicable regulations, for the residual structure currently connected to this system. Any future replacements or repairs of these systems will be done according to the regulatory requirements in place at the time of that construction.
4. The proposal will not be unduly detrimental to the environment of the County. The facility as proposed will not be unduly detrimental to the environment of the County. These facilities will have less of a load to the existing water and wastewater systems from the proposed office and bathroom than the system receives from the current residential use. We will also be demolishing an existing septic system for the adjacent property thereby reducing the non-point source nutrient loading for that system for the Newport Bay watershed.
5. The design and operation of the facility was completed according to State and County guidelines. The system was installed under inspection by the local approving authority for the Maryland Department of the Environment and the plumbing for any associated structures was installed, permitted, and inspected by

Citizens and Government Working Together

the Department of Environmental Programs in accordance with the plumbing code. The existing facilities were successfully constructed and have been in operation for some time now without incident. Future plumbing and sanitary constructions will be similarly permitted and inspected.

We respectfully request that the Commissioners approve this shared sanitary agreement for the Buas Self Storage Center Shared Water and Wastewater Facility. This agreement was reviewed by the County Attorney.

As always, I will be available to discuss this matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Enclosures

1. Shared Facility Proposed Agreement
2. Property Map – Proposed Buas Shared Water and Wastewater Facility

cc: Roscoe Leslie

DRAFT**SHARED WATER AND SANITARY FACILITY AGREEMENT**

This Shared Water and Sanitary Facility Agreement (“Agreement”), entered into on January __, 2021, by the Commissioners of Worcester County (“County”) and Papa & Nana Buas, LLC (“Developer”).

Recitals

- A. Developer is the owner of land located at 11750 Ocean Gateway, Ocean City, Maryland 21842 and described in a deed recorded among the Land Records of Worcester County Liber SVH No. 5368, Folio 68, et seq.;
- B. A conceptual approval has been given by County for use of an existing waste water disposal system, and a single well system (“System”), to serve property known as the Buas Self Storage Center that will comprise of 3 lots;
- C. The System has been constructed by Developer and will be named “Buas Self Storage Center Shared Water and Wastewater Facility”;
- D. The System will be a Shared Water and Sanitary Facility under Worcester County Code, Public Works § 5-101 et seq., as amended;
- E. On January __, 2021, County adopted a resolution approving the creation of the Shared Water and Sanitary Facility, which is attached as Exhibit A; and
- F. County and Developer enter this Agreement to provide for the operation, maintenance, and transfer of ownership of the System.

Terms

The parties agree as follows:

- 1. Developer certifies that the System is constructed and will be maintained and operated in accordance with all permits and applicable standards.
- 2. Before transferring any subdivision lots to different ownership, Developer will record a Maintenance Agreement and Declaration, indicating that each lot owner must be responsible for the costs of maintenance and replacement of the System in proportion to the usage of each lot. Each individual lot owner will be responsible for infrastructure failures on their own lots.
- 3. Each lot owner must be granted rights of way as may be necessary to implement this Agreement, including the right to enter the land where the

System is located for use, maintenance, and replacement.

4. Before recording the Maintenance Agreement and Declaration, Developer must transfer ownership of the System to the owners of all of the lots served by the System (“Owners”). The Owners will be responsible for the operation and maintenance of the System.
5. The System is subject to an irrevocable Offer of Dedication from Developer and Owners to County. The Offer of Dedication is exercisable when County, at its sole discretion, determines that transfer to County is necessary to protect the health, safety, and welfare of the citizens of Worcester County or to insure proper operation of the System. Any transfer to the County will be at no cost to County and will be free of all encumbrances. County may collect pro rata user fees from those using the System and such unpaid fees will be liens upon the property for which they are assessed.
6. County may periodically inspect the System and the Owners will be responsible for fees in accordance with the County’s fee schedule for shared sanitary facilities.
7. The recitals above are incorporated and are a part of this Agreement.
8. This Agreement must be recorded at the expense of the Developer among the Land Records of Worcester County. A notation that the property is subject to this Agreement, including the recording reference to this Agreement, must appear on any subsequent recorded plat. This Agreement will be binding upon the parties and their successors and assigns. This Agreement will be a covenant running with the land encumbering all of the property described in the Agreement.
9. This Agreement will be governed by the laws of the State of Maryland.
10. The Developer certifies that:
 - a. There are no liens of any kind against System or the property described in Recital A.
 - b. All bills for labor, equipment, materials, and other items employed in the construction of the utilities have been Paid:
 - c. There are no outstanding claims against the construction: and,
 - d. That the developer releases the County from all liens, claims, or demands of any kind.

The Parties agree to this Agreement on the date stated above.

Attest:

**County Commissioners of
Worcester County, Maryland**

Harold L. Higgins
Chief Administrative Officer

_____(Seal)
Joseph M. Mitrecic
President

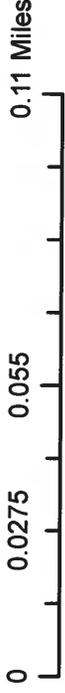
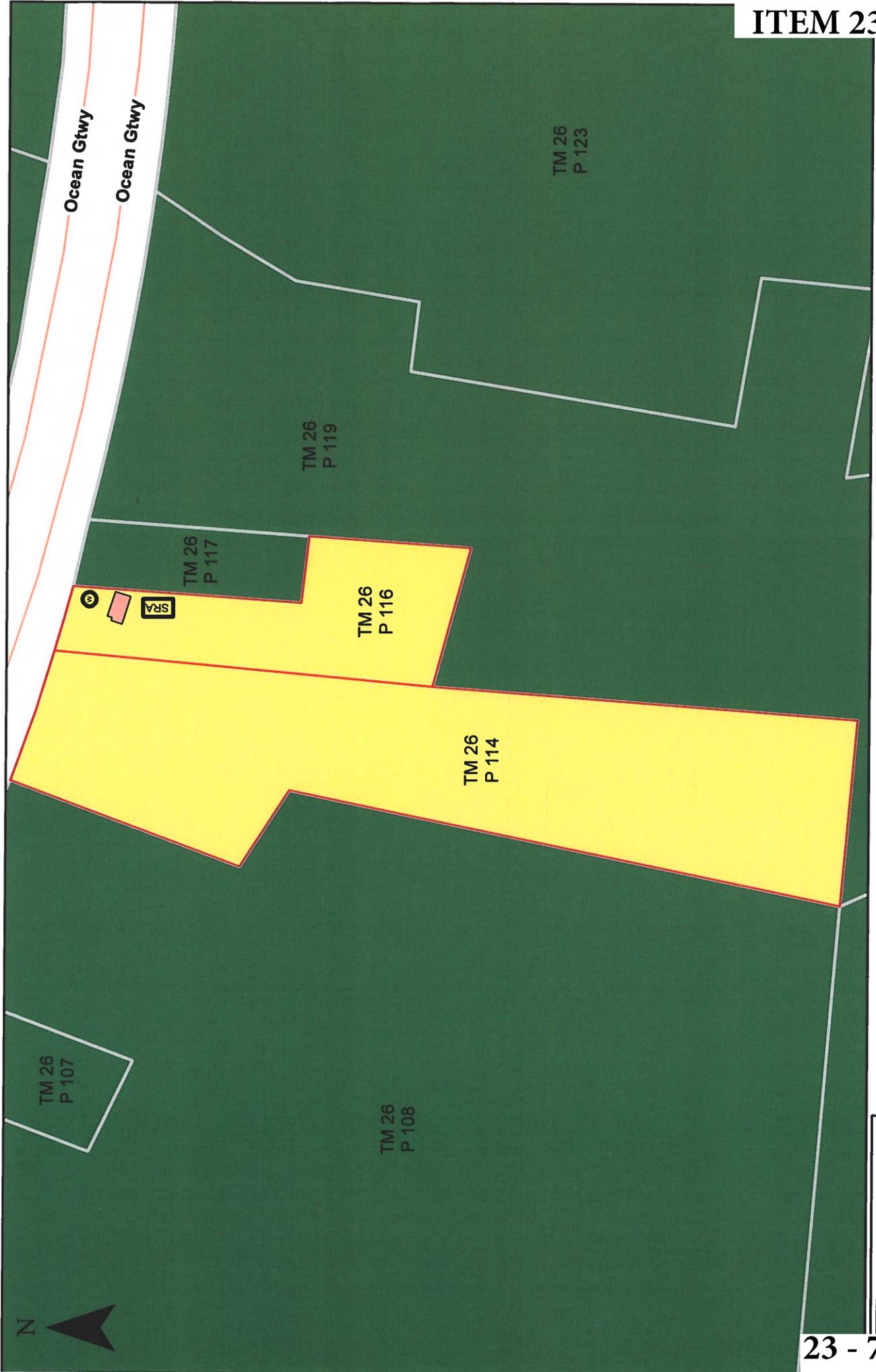
Witness

Papa & Nana Buas, LLC
Developer

_____(Seal)
By: Spiro P. Buas

Buas Self Storage Center Shared Water and Wastewater Facility

ITEM 23



23 - 7

Legend:

- SRA (Septic Reserve Area)
- Well (W)
- Properties Covered (Red line)

DRAFT**RESOLUTION NO. 21 - ____****RESOLUTION ESTABLISHING A SHARED SANITARY FACILITY
SERVING LOTS OWNED BY PAPA AND NANA BUAS, LLC
AS SHOWN ON TAX MAP 26, PARCELS 114 and 116
WORCESTER COUNTY, MARYLAND****Recitals:**

- A. Title 5 (Water and Sewers), Subtitle I (Shared Sanitary Facilities) of the Code of Public Local Laws of Worcester County, Maryland provides guidelines for the establishment and operation of shared sanitary facilities; and
- B. Papa and Nana Buas, LLC is the owner of land located at 11750 and 11802 Ocean Gateway, just east of the intersection with Holly Grove Road, more particularly identified as shown on Worcester County Tax Map 26, as Parcels 114 and 116, the deed of which is recorded among the Land Records of Worcester County, Maryland in Plat Reference Liber SVH No. 5368, Folio 68, and on which an onsite sewage disposal system and a potable well system has been installed which they desire to utilize to serve the subdivision plat for the Buas Self Storage Center project that is currently under review for a minor subdivision, which will be done by a subdivision plat for 3 lots, with Parcel 114 being subdivided into 2 lots.
- C. The septic and well systems have been constructed on the Papa and Nana Buas, LLC properties, and are currently tied into an existing residential structure and will be connected to the proposed office and bathroom serving the proposed mini storage complex, and it is intended that the onsite wastewater system be shared by the properties included on the proposed 3 lot subdivision plat currently under review for these properties, and
- D. An application has been filed and an investigation of the system has been completed, and it has been determined that: the facility is desirable for the comfort, convenience, health, safety and welfare of the people to be served by the facility; the construction and operation of the facility is feasible from an engineering and economic standpoint; the facility is in the best interest of the public health, safety and general welfare of the residents of the County; the facility will not be unduly detrimental to the environment of the County; and the design and operation of the facility is in accordance with all required permits and applicable standards, and
- E. The shared facility will be named the “Buas Self Storage Center Shared Water and Wastewater Facility”.

Now, Therefore, Be It Resolved by the County Commissioners of Worcester County, Maryland that:

1. A shared sanitary facility, entitled “Buas Self Storage Center Shared Water and Wastewater Facility” for the above referenced properties and proposed subdivision of the lands of Papa and Nana Buas, LLC in a plat currently under review by County staff, is hereby established.
2. A Shared Sanitary Facility Agreement shall be executed between the County and Papa and Nana Buas, LLC in furtherance of this resolution.

And Be It Further Resolved that this Resolution shall be effective immediately upon its passage.

Passed and Adopted this _____ day of _____, 2021.



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, CPA, Chief Administrative Officer

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

Subject: Assateague Farms, LLC
Allocation Extension Request

Date: December 8, 2020

The County received the attached email concerning a request by Mr. Carlotta for a one hundred twenty (120) day extension for completion of Condition #11 included within the allocation approval letter to complete remaining items . The County has previously granted extensions to complete plat work done and for other technical details to be finalized. As mentioned in his email, we are working through remaining issues with Mr. Carlotta. He has submitted building permits, but is not constructing the restaurant at this time. The owner has chosen to phase this project and utilize the existing roadside stand building and rear portion of that same building for the limited uses without the restaurant addition. A second building permit has also been submitted for a storage only building on the site that can be converted for the planned uses at a future date. There are currently several outstanding zoning, building, and plumbing code issues staff is working to resolve for this property.

The allocation was contingent on purchase of water EDUs and completion of certain items. The progress on those numbered items are summarized below:

1. Subdivision plat – *Completed through extensive Environmental Programs and DRP involvement to get this finished.*
2. Exemption from MDE for land application of wastewater from brewery – *In process – sample using brewery’s recipe needs analysis before State Chemist can approve as soil amendment clearing the way for the owner to get the nutrient management plan completed and the spray irrigation MDE exemption completed.*
3. Storage for brewery waste – *Plans drawn up for a storage tank, owner needs MDE approval of the tank before Environmental Programs can permit the holding tank.*
4. Composting compliance – *This item can be considered complete they are not actively brewing onsite yet but the owner has multiple farmers requesting solids from the brewing process for incorporation into their large animal feedstocks.*
5. Grease trap – *Cooking not being done onsite yet, will be done when a future phase of the building here is completed.*

Citizens and Government Working Together

6. Separate plumbing – *Plans submitted do not have this detail completed to demonstrate this item. County staff have an additional site visit with the owner's contractor to review this submittal and determine changes to incorporate into the plan.*
7. Nutrient Management plan approved – *In Item #2, I detailed the work done on the exemption plan to get those approvals. The nutrient management plan is part of those efforts which can all be completed once a sample analysis is produced.*
8. Sampling station for effluent pipe connection to sewer – *Location and design need to be determined by a staff meeting with the owner's contractor.*
9. Engineering report for connection of waste to county system – *This needs to be completed after Item #8 done and in consultation with DPW so it is done to their satisfaction.*
10. Amendment to County Water and Sewer plan – *This was completed.*
11. Items 2 thru 10 shall be met before 12-31-2020 – *This is the request for extension detailed in this memo.*

The one-hundred (120) day extension request will give the applicant additional time to meet Condition #11. The pandemic business climate and the owner's change in plans to phase this project's construction, along with the regulatory requirements before them necessitate the consideration of an extension to complete the remaining items. The owner is very motivated to move forward with this project and is requesting that the County Commissioners to allow more time to complete their required conditions.

As always, I am available at any time for the presentation of this item to the County Commissioners, and have copied the Sewer Committee for any input you may require of them concerning Mr. Carlotta's request.

Attachments:

1. Extension request by Mr. Carlotta, dated December 8, 2020.
2. Original Approval Letter, dated January 25, 2019

cc: Water and Sewer Committee
Tom Perlozzo



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

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

January 25, 2019

Assateague Island Farm, LLC
8746 Stephen Decatur Hwy
Berlin, MD 21811

RE: Allocation of Six Sewer EDUs to a portion of Tax Map 33 Parcel 29 on Stephen Decatur Highway

Dear Assateague Island Farm, LLC:

Please be advised that at their meeting on January 22, 2019, the Worcester County Commissioners reviewed and approved your request for the allocation of six (6) equivalent dwelling units (EDUs) of sewer service from the Mystic Harbour Sanitary Service Area to serve a portion of your property with an existing roadside stand and a proposed restaurant associated with a proposed farm brewery (not the brewery itself) on the subject property located on the east side of Stephen Decatur Highway (MD Route 611) south of the Ocean City Airport. The subject property is identified on Tax Map 33 as Parcel 29.

This approval is contingent upon purchase of water EDUs and the following conditions:

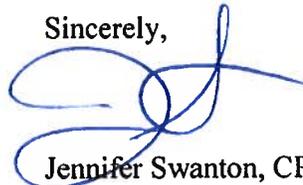
1. Owner shall complete and record a subdivision plat to separate the proposed brewery and its wastewater holding tank, well and wastewater disposal areas from the roadside stand, proposed restaurant and all other uses to be served by these EDUs. Said subdivision plat shall be approved and recorded within 6 months of EDU allocation approval and before any other approvals are granted for the project or the EDU allocation approval shall be null and void.
2. Owner shall be required to receive approval of an exemption from the MDE for the land application of food processing wastewater. To secure this exemption they need to submit a sample of the processing wastewater to the State chemist at MDA for analysis and approval to use the material as a soil amendment. This could not be done until brewing actually starts, so storage, pump-out, and disposal of generated waste will need to be done until they secure approval for the exemption from MDE to irrigate utilizing this material.

3. Adequate storage shall be provided in a holding tank that would meet regulatory storage requirements and permitted by Worcester County Environmental Programs. The owner shall also secure agreements to have a licensed wastewater hauler take any unused wastewater to a permitted disposal facility in the winter when land application of nutrients is not permitted.
4. Composting, if considered, shall meet State and local regulatory and code requirements.
5. A properly-sized grease trap for restaurant waste shall be installed.
6. Separate plumbing shall be required for the domestic public water and sewer service to the restaurant and roadside stand which is separate from the brewery and irrigation supply plumbing served by well and holding tank. This shall include a drawing for the plumbing plans that will be field verified and inspected by County.
7. An approved nutrient management plan for the farm shall be finalized and implemented once approval from the State chemist for the brewery waste to be utilized on the farm is secured. Continued compliance with MDA's nutrient management regulations for a soil conditioner shall be required.
8. A sampling station or equivalent access to raw effluent from the restaurant sewer lateral to the force main on Rt 611 shall be provided to the County to access for confirmation of the strength and composition of wastewater delivered to the Mystic Harbour collection system.
9. An engineering report shall be prepared for County review to confirm that the above arrangements can be completed and that the recently installed Rt 611 force main can accept the requested volume of wastewater from this proposed connection.
10. Application and approval of an amendment to the Water and Sewer Plan (the Plan) by both the County and the State reclassifying the subject property from S-3 to S-1 which indicates an area of existing or planned sewer service to be built within 2-years.
11. Conditions 2 through 10 above shall be met on or before December 31, 2020 or the EDU allocation approval shall be null and void.

Please contact me as you satisfy these conditions to make arrangements for payment of the remaining balance for purchase of these EDUs as well as to review other pertinent conditions with respect to your connection to the Mystic Harbour Sewerage System.

Thank you for your purchase of these EDUs. We look forward to having you as a new sewer customer of the Mystic Harbour Service Area.

Sincerely,



Jennifer Swanton, CPA
On behalf of Jessica R. Wilson, CPA
Enterprise Fund Controller

JS/KS:dd
cf: Worcester County Sewer Committee

Robert Mitchell

From: paul@berlinorganics.com
Sent: Tuesday, December 8, 2020 3:32 PM
To: Harold Higgins
Cc: Robert Mitchell
Subject: EDU Extension Request
Attachments: Jan 25 2019 Assateague Farms approval letter-4-1.pdf

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Harold Higgins
Chief Administrative Officer
Worcester County Commissioners

Mr. Higgins,

I am writing you today to formally request a 120-day extension for Condition #11 on the attached letter. After my discussion with Bob Mitchell today I believe that should be enough time to receive the final approvals. Please let me know if there is anything further I need to do regarding this matter.

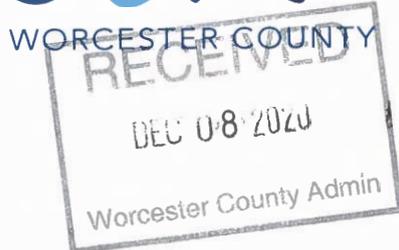
Thank you,

Paul Carlotta
410.430.1518



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
 Weston Young, Assistant Chief Administrative Officer

FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
 Melanie Pursel, Director of Office of Tourism & Economic Development

DATE: December 8, 2020

SUBJECT: STEM and STAT Proposed Changes in the County

As you are aware, the STEM (Science, Technology, Engineering and Math) program has been the only developmental workforce initiative within Economic Development for the last 10+ years. We have used a general contractor for the last several years for STEM to administer and develop the program. That contract is currently expired. Although the program was quite successful, the funds used for the operator took away opportunities for additional growth and redirection. Upon the merger of the departments and review of the current budget and job make up within the county, we are recommending the following changes moving forward.

1. To continue to offer the STEM cohort to Fawn Mete to administer in the sum of \$40,000. This would encompass 20% of the allocated funding.
2. Provide the balance (\$ 120,000) to the Greater Ocean City Chamber of Commerce Workforce Committee and Development Corporation to administer STAT (Skilled Trades, Agriculture and Tourism) in a cohesive program. This program would more accurately fill the workforce needs reflected in the top industries in the county. It will also begin to develop a pipeline for the employers for careers in hospitality, trades, etc. The Chamber Workforce Committee, established under Melanie's tenure, is well represented by all the towns and appropriate entities including Worcester County. This comprehensive workforce committee consists of the key stakeholders relative to implementing a program such as STAT, including Wor-Wic Community College, Salisbury University, UMES, Junior Achievement, The Worcester Technical High School (CTE), Lower Shore Workforce Alliance, Shore Transit, skilled trade professionals, hospitality professionals, and additional allied agency representation. It is also our intent to add Stacey Norton as a member.

We feel that the Chamber's committee has the greatest ability to make the appropriate connections within the business and education community for the highest and best experience for the participants of the program. The businesses are critical for the success of any workforce program as they offer internship placement, work experience and most importantly the jobs and careers for our participants.

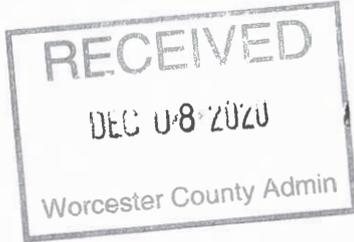
ITEM 25

In addition, the Chamber can leverage their personal resources to attempt to leverage additional grant resources to grow the program offering in dollars. This would not be possible if administered in current format.

We therefore recommend that an MOU be developed for the STAT program and a new contract for the STEM program with the current provider. Should the current provider not be willing to take on the reduced budget, the Chamber can handle both duties.



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
DATE: December 8, 2020
SUBJECT: Sports Complex Update



Please find the sports complex update as requested for the Worcester County Commissioners. As you know, I have been actively recruiting landowners and private venture companies to build a sports complex in Worcester County over the past year. We have not been successful finding either in the southern end of the county.

I have continued to review and evaluate private operators, equipment, turf, lighting, etc. We have met virtually with event promoters for additional opportunities once the COVID-19 allows the department to move forward in 2021.

If there are any questions, I am happy to discuss further at the December 15, 2020 commissioner's meeting.





DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

TEL: 410-632-1200 / FAX: 410-632-3008
<http://www.co.worcester.md.us/departments/drp>

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: December 8, 2020
RE: Request for Nuisance Abatement – 11827 Grays Corner Road

The purpose of this memo is to request the County Commissioners assistance in the abatement of nuisance conditions on the above referenced property in accordance with Section PH 1-102 of the Public Health Article. The Department has received and investigated a complaint from a neighbor relative to the condition of the structure on the property. The structure consists of what appears to be an old mobile home with a brick façade and a stick-built addition on the westerly side of the structure. It is primarily the addition, which has partially collapsed, that is in the worst condition.

The property owner has been notified by both certified and regular mail regarding the conditions on the property but has done nothing to abate the nuisance. Should the County Commissioners find that the structure is indeed ramshackled, decayed and beyond reasonable hope of rehabilitation or restoration pursuant to Section PH 1-101(a)(11), I recommend that the owner be given no greater than thirty days to apply for the necessary permits to demolish the structure or to request a public hearing before the County Commissioners. Photographs of the property are attached.

As always should you have any questions or need any additional information please let me know.

cc: Jennifer Keener, Deputy Director
Lisa Wilkens, Zoning Inspector

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 10 Account Number - 009561		
Owner Information		
Owner Name:	BEN SHLAUSH GABRIEL	Use: RESIDENTIAL
		Principal Residence: NO
Mailing Address:	4508 MORGAL ST ROCKVILLE MD 20853-0000	Deed Reference: /06384/ 00152
Location & Structure Information		
Premises Address:	11827 GRAYS CORNER RD BERLIN 21842-0000	Legal Description: LOTS 46 47 BLK A OLD OCEAN CITY RD WINCHESTER DEV
Map: 0026	Grid: 0004	Parcel: 0013
Neighborhood: 10030022.24	Subdivision: 71L8	Section:
		Block: A
		Lot: 46
		Assessment Year: 2020
		Plat No:
		Plat Ref:
Town: None		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
1972	1,362 SF	
		Property Land Area 1.2900 AC
Stories	Basement	Type
1	NO	MANUFACTURED HOME
		Exterior BRICK/FRAME
		Quality 2
		Full/Half Bath 1 full
		Garage
		Last Notice of Major Improvements
Value Information		
	Base Value	Value
		As of 01/01/2020
Land:	82,900	82,900
Improvements	8,100	8,000
Total:	91,000	90,900
Phase-in Assessments		As of 07/01/2020
		As of 07/01/2021
Preferential Land:	0	0
Transfer Information		
Seller: HERNANDEZ LUIS B & Type: NON-ARMS LENGTH OTHER	Date: 06/13/2014 Deed1: /06384/ 00152	Price: \$50,000 Deed2:
Seller: CROCKETT EDWARD & Type: ARMS LENGTH IMPROVED	Date: 10/30/2006 Deed1: /04808/ 00217	Price: \$241,000 Deed2:
Seller: BRADFORD RICHARD O'NEIL & EVA Type: ARMS LENGTH IMPROVED	Date: 10/19/1993 Deed1: SVH /01593/ 00368	Price: \$28,000 Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2020
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		



27 - 3

ITEM 27



27 - 4

100 W. 26 Parcel

ITEM 27



27 - 5

Tax Map 26 Parcel
13

ITEM 27

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

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

To: County Commissioners
From: Harold L Higgins HH
Re: Courthouse Improvements
Date: December 18, 2020

Attached for your review is a request from Brian Shockley and Mike Howard regarding improvements in the Courthouse. The Court would prefer to begin addressing this issue now since court foot traffic is limited. The carpet replacement project being requested totals \$58,725 and the County 50% match would be \$29,362.50. These funds have been approved and set aside in assigned fund balance. This project further requires Value Carpet One be designated a sole source provider.

Thank you for consideration.

Attachment

50/50

need to figure out trim and paint



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

PROPOSAL

TO: Mike Howard @ Worcester County Courthouse

PAGE 1

DATE: December 4, 2020

SUBJECT: Worcester Co. Courthouse

RE: 2nd Floor Flooring Quote

We propose to furnish and install flooring options based on my meeting with Judge Brian Shockley 12/3/20:

1st FLOOR- CONFERENCE 133, CORRIDOR 100, CORRIDOR 132

We propose to furnish and install per your selections, Patcraft Broadloom Carpet 26oz with Ultraloc Backing; Style Socrates II I-0068; ColorSearle #00108

FOR THE SUM OF \$7,926.00

*1st floor work to be done off-hours/weekends

*one solid color throughout, no border work

*1/4 round to be removed and replaced by others ?

2nd Floor Corridors and Offices (Excluding Corridor 217 + Law Clerks Offices)

Furnish and install Patcraft Broadloom 26 oz with Premium Performance Backing ; Style Socrates II I0068 12ft width; Color Grosso 00507 or Searle 00108 direct glue installation

* I upgraded the backing for this to Performance Broadloom which increased cost a little but well worth it, this will ensure spills won't get into the backing and provides ease of maintenance

FOR THE SUM OF \$35,107.00

12/16/20 - BDS-Cover will also cover painting in Chambers hallway

~~2nd Floor Corridor 217 + Law Clerks Offices 215, 216~~

Furnish and install Patcraft Broadloom 26 oz with Premium Performance Backing ; Style Socrates II I0068 12ft width; color Grosso 00507 per Judge Shockley

FOR THE SUM OF ~~\$4,458.00~~

~~2nd Floor Chambers #1~~

Furnish and install Mohawk/Aladdin 28 oz Nylon Carpeting; Style Town Crier II; color Suede Camel 758- to be installed over Tred-Mor Rubber Padding in a Double Stick installation

FOR THE SUM OF ~~\$5,592.00~~

\$ 12,050

~~2nd Floor Holding Rooms~~

Furnish and install Mannington Commercial Sheet Vinyl 9ft Width; Style Entwined ; color to be selected and Johnsonite 4" Vinyl Cove Base; color to be selected (this base finish also figured for Corridor 218). We have included the installation of 1/4" Masterply Underlayment for resilient flooring areas

FOR THE SUM OF ~~\$5,642.00~~

TOTAL PROPOSAL ~~\$58,725.00~~

- * Removal and disposal of existing flooring is included in our quotes
- * 2nd Floor work to be completed during normal working hours
- * Public Works to remove and reinstall existing shoe molding & move out furniture prior to our scheduled work
- * Once we have an idea of how the demo is going to go, we will be able to come up with a phasing plan – demolition will dictate this
- * I have not included anything for the Kitchenette 2nd floor, we are excluding this

EXCLUSIONS: Major floor prep, removal of contaminants, removal of adhesive (adhesive removal is not required with broadloom carpeting), Kitchenette flooring, moving of equipment and furniture, grinding, leveling, subfloor repairs, removal of subfloor squeaks, cleaning, protection.

ACCEPTED BY _____

TITLE _____



**The Greater Ocean City, Maryland
Chamber of Commerce, Inc.**



The Honorable Joseph M. Mitrecic, President
Worcester County Commissioners
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Today I request your assistance in enacting local emergency legislation that would place a cap on the amount of fees third-party food delivery services can collect in Worcester County. The legislation would give restaurants more money in their pockets and provide at least a temporary opportunity to seek additional revenue streams and resources.

Worcester County would not be the first governing body to propose a cap on fees as you may already be aware, similar legislation has been passed across the country and pending with other jurisdictions in Maryland.

Most of the third-party delivery services charge a 30% fee to restaurants on each order which impacts their bottom line, as they currently rely heavily on carryout during the present State of Emergency and capacity restrictions. It would offer the opportunity for current restaurants to engage in third party delivery that, to date, they have not been able to do so because of the high fees leveraged.

The reality is that restaurants are not able in many cases to offer partnership with third party delivery services because they just cannot afford that percentage of loss. We would encourage any legislation to also include assurance that the delivery driver not be paid less to comply, but rather have the fee for service adjusted in scale with the provider. We would also suggest that the legislation be associated with the current state of emergency and that the legislation would expire 90 days after Governor Hogan lifts Maryland's State of Emergency.

We as the Greater Ocean City Chamber of Commerce remain committed to advocating for timely and needed adjustments during this challenging time for our business community. I may be reached directly at 410-213-0144 ext. 102 should you wish to contact me directly or via email at Lachelle@oceancity.org.

A most sincere thank you for your consideration,

Lachelle Scarlato
Executive Director
Ocean City Chamber of Commerce

Sal Fasano
Chair, Legislative Committee
Ocean City Chamber of Commerce

cc. Weston Young
Harold Higgins

Melanie Pursel
Tom Perlozzo

Worcester County Commissioners

Eunice Q. Sorin Visitor & Conference Center

12320 Ocean Gateway, Ocean City, Maryland 21842 • 410-213-0144 • Fax 410-213-7521

www.oceancity.org • info@oceancity.org

Worcester County

MARYLAND

Comprehensive Annual Financial Report

FISCAL YEAR ENDED JUNE 30, 2020

WWW.CO.WORCESTER.MD.US



Final copy to be
presented at meeting





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Worcester County
Maryland**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morill

Executive Director/CEO

**NOTICE OF INTRODUCTION OF BILL 21-1
WORCESTER COUNTY COMMISSIONERS**

Take Notice that Bill 21-1 (Zoning – Height regulations in the A-1 and A-2 Agricultural Districts) was introduced by Commissioners Bertino, Church, Elder, Mitrecic, Nordstrom and Purnell on November 17, 2020.

A fair summary of the bill is as follows:

§ZS 1-201(e)(1). (Adds a new subsection to establish a special exception provision for the increase in the height of residential accessory structures in the A-1 Agricultural District.)

§ZS 1-202(e)(1). (Adds a new subsection to establish a special exception provision for the increase in the height of residential accessory structures in the A-2 Agricultural District.)

A Public Hearing

will be held on Bill 21-1 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, January 5, 2021 at 10:30 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

BILL 21-1

BY: Bertino, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: November 17, 2020

A BILL ENTITLED

AN ACT Concerning

Zoning – Height regulations in the A-1 and A-2 Agricultural Districts

For the purpose of amending the Zoning and Subdivision Control Article to establish a special exception provision for the increase in the height of residential accessory structures in the A-1 and A-2 Agricultural Districts.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-201(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to read as follows:

- (1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to read as follows:

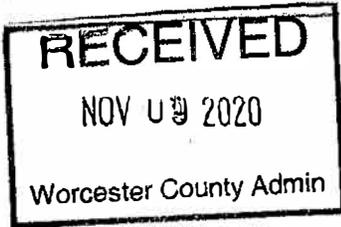
- (1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2021.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

TEL:410.632.1200 / FAX: 410.632.3008

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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director, *EAT*
Date: November 9, 2020
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-201(e) and §ZS 1-202(e) Height regulations in the A-1 and A-2 Agricultural Districts

The Department has received and processed a revised text amendment application submitted by Donna West, which seeks to amend the height regulations in the A-1 and A-2 Agricultural Districts as it pertains to residential accessory structures.

The proposed text amendment was reviewed by the Planning Commission at its meeting on November 5, 2020. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended by the applicant. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Jennifer Keener, Deputy Director



DEPARTMENT OF
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ZONING DIVISION
-BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
From: Jennifer K. Keener, AICP, Deputy Director *JKK*
Date: November 6, 2020
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-201(e) and §ZS 1-202(e) Height regulations in the A-1 and A-2 Agricultural Districts

The purpose of this memo is to forward the Planning Commission’s comments and recommendation regarding a text amendment application submitted by Donna West. It proposes to add an allowance for a property owner to seek a special exception from the Board of Zoning Appeals as it relates to the height of residential accessory structures.

In their report to the Planning Commission, the staff noted that currently, only non-habitable roof superstructures such as cupolas, flagpoles and smokestacks may exceed the height regulations in any zoning district. Additionally, applicants may seek a special exception to exceed the height regulations for non-residential structures only under the provisions of §ZS 1-305(n)(1). All residential and residential accessory structures must comply with the overall height and number of stories as listed in the applicable zoning district, which in this case is twenty-five feet in the A-1 and A-2 Agricultural Districts. Staff had concerns regarding the applicant’s initial request to modify §ZS 1-305(n)(1) to allow any residential structure to exceed the height regulations by special exception without limitation. In consideration of the applicant’s goal, staff developed the revised amendment, which would allow residential accessory structures in the A-1 and A-2 Districts only to be increased with a maximum height of forty-five feet. However, the number of stories could not be increased, and the structure would have to comply with the principal structure setbacks, with no ability for a variance. Our reasoning for the enhanced setback is to prevent overly tall residential accessory structures from being within the minimum six feet from the rear property line, and potentially causing undue impact to adjoining property owners. This amendment was forwarded to the applicant, who accepted it as part of their revised application. Therefore, the staff gave a favorable recommendation to the text amendment application as amended.

The Planning Commission reviewed the proposed text amendment at its meeting on November 5, 2020. Ms. West stated that it was her desire to construct a detached accessory structure of up to thirty-five feet in height. In order to do so, she would have had to attach the garage to the main home, and therefore subject to the height limitations of a principal structure. The Planning Commission verified that the applicant's next steps if the text amendment were approved would be to apply for a special exception from the Board of Zoning Appeals for her particular property based upon the standards in the proposed amendment. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachment



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
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MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Deputy Director JKK
Date: October 22, 2020
Re: Text Amendment Application – §ZS 1-201(e) and §ZS 1-202(e) Height regulations in the A-1 and A-2 Agricultural Districts

The attached amended text amendment application was submitted by Donna West. It seeks to add an allowance for a property owner to seek a special exception from the Board of Zoning Appeals as it relates to the height of residential accessory structures. Following our customary practice, once the text amendment application was received, it was reviewed by Ed Tudor, Director, and Roscoe Leslie, County Attorney and Planning Commission Attorney, as well as myself for comment. Our comments relative to this request are as follows:

Currently, only non-habitable roof superstructures such as cupolas, flagpoles and smokestacks may exceed the height regulations in any zoning district. Additionally, applicants may seek a special exception to exceed the height regulations for non-residential structures only under the provisions of §ZS 1-305(n)(1). All residential and residential accessory structures must comply with the overall height and number of stories as listed in the applicable zoning district.

Generally, principal residential structures are limited to a maximum of four stories and 45 feet in height for a pitched roof, or 35 feet in height for a flat roof. Detached, residential accessory structures are limited to a maximum of two stories and 25 feet in height. The applicant is seeking an amendment in order to allow to increase the overall height of a proposed detached residential accessory structure.

Staff had concerns regarding the applicant’s initial request to modify §ZS 1-305(n)(1) to allow any residential structure to exceed the height regulations by special exception without limitation. In consideration of the applicant’s goal, staff developed the revised amendment, which would allow residential accessory structures in the A-1 and A-2 Districts only to be increased with a maximum height of 35 feet. However, the number of stories could not be increased, and the structure would have to comply with the principal structure setbacks, with no

ability for a variance. Our reasoning for the enhanced setback is to prevent overly tall residential accessory structures from being within the minimum six feet from the rear property line, and potentially causing undue impact to adjoining property owners. This amendment was forwarded to the applicant, who accepted it as part of their revised application.

Therefore, the staff gives a favorable recommendation to the text amendment application as amended. ~~A draft bill is attached for your reference.~~

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

Attachments

cc: Edward A. Tudor, Director
Roscoe Leslie, County Attorney
Donna West, applicant

Jennifer Keener

From: donnawest1 <donnawest1@aol.com>
Sent: Thursday, October 22, 2020 8:49 AM
To: Kenneth Lambertson; Jennifer Keener
Subject: RE: Fwd: Text amendment

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Thank you so much Jennifer. If you could please proceed with this ammendment I would greatly appreciate your help. I will be available to attend the meeting on the 4th. Any questions or if I can be of any assistance my cell is 410 430 4726. Thanks again,
Donna West

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kenneth Lambertson <lambertsonsr@netscape.com>
Date: 10/20/20 7:30 PM (GMT-05:00)
To: donnawest1@aol.com
Subject: Fwd: Text amendment

From: Jennifer Keener <jkkeener@co.worcester.md.us>
Date: Tuesday, October 20, 2020
Subject: Text amendment
To: Kenneth Lambertson <lambertsonsr@netscape.com>

Kenny,

Ed and I had a chance to discuss the text amendment, and as I mentioned, we were bouncing around a few alternative ideas. There was a lot of concern relative to a blanket special exception to the height of all structures as initially drafted. So we've come up with the amendment below that still allows for an increase in height for a residential accessory structure as a special exception, but would be placed in the actual agricultural district regulations (therefore not applicable everywhere for everything). The proposal we worked up would restrict the overall height to 35 feet and two stories, and the structure would have to comply with the applicable setbacks for a principal structure, which your garage met.

ITEM 31

"The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure."

I know we have been back and forth on the building design and ground elevation requirements, so I want to make sure ~~that you and Donna review it and are comfortable with this proposal, especially the overall height. With this proposed~~ version, you would have staff support for the amendment. However, you are certainly welcome to request any version that you would like. As I mentioned, I would like to have this put on the agenda for the November 5th meeting (we start at 1pm), so I would need to know what direction to head in by the end of the week (Friday, October 23rd) to finalize the staff report and package. I will forward the packet to you, then the agenda will be sent out the Friday before the meeting.

Thank you for your patience while we worked through this.

Sincerely,

Jennifer

Jennifer K. Keener, AICP

Deputy Director

One West Market Street, Room 1201

Snow Hill, MD 21863

(410) 632-1200, extension 1123

jkkeener@co.worcester.md.us

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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER

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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
Roscoe Leslie, County Attorney
From: Jennifer K. Keener, AICP, Deputy Director *JKK*
Date: September 9, 2020
Re: Text Amendment Application – §ZS 1-305(n)(1) Height of Residential Accessory Structures

The attached text amendment application has been submitted by Donna West. It seeks to amend §ZS 1-305 Lot requirements generally in order to allow residential structures to request a special exception from the Board of Zoning Appeals in order to increase the height and number of stories permitted under the applicable district regulations. Currently, the code only allows applicants to seek a special exception for nonresidential structures (i.e. commercial or industrial structures). The applicant is desirous of permitting a residential accessory building that will exceed two stories and twenty-five feet in height as allowed by the current district regulations.

Also attached is the draft bill form of the request. I anticipate scheduling this text amendment for consideration by the Planning Commission at a forthcoming meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than October 16, 2020.

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

Attachment

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

I am requesting that the text of the code be changed to include residential structures. I wish to build a garage with a height that would currently violate the height restrictions. If the garage could be attached to my home by a fifty foot breezeway there would not be a problem with the proposed height. However where the garage cannot be attached, the only reason keeping me from getting a building permit is this current height restriction. I respectfully ask for your consideration to change the text to include residential structures.

IV. Signature of Applicants

Signature(s): Donna R West

Printed Name(s): Donna R West

Mailing Address: 3546 Figgs Landing Rd Snow Hill, MD 21862

Phone Number: 410-430-4726

Email: Donnawest1@aol.com

Date: 9/1/20

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

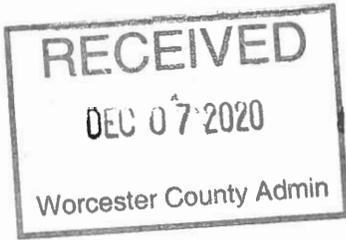
VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

§ZS 1-305 Lot requirements generally.

(n) Structures permitted above height limit.

- (1) The Board of Zoning Appeals may, as a special exception in the case of a **RESIDENTIAL OR** nonresidential structure, increase the permitted height or number of stories to the ~~maximum prescribed in each district if, in the view of the Board, such increase is~~ reasonably necessary for the proposed purpose and no neighborhood adverse effects or safety hazards will be created. In the case of structures other than buildings, such as radio towers, which, by the nature of the structures and their function, are required to be of great height, the Board may, by special exception, permit such structures to exceed the maximum permitted height.
- (2) The following structures are not subject to the district height regulations, except for the AP District, and do not require Board approval, except as otherwise provided:
 - A. Farm buildings and structures, except dwelling units.
 - B. Fire walls, cupolas, steeples, flagpoles, silos, smokestacks, masts, water tanks or other nonhabitable roof superstructures.
 - C. Roof structures for housing elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, provided that all such structures above the height otherwise permitted in the district shall not occupy more than twenty-five percent of the ground area of the building.
 - D. Any building or structure in an I District if more than two hundred feet distant from any A, E, V, R or RP District, provided that, for each three feet by which the height of such building or structure exceeds the maximum height otherwise permitted in the district, its front, side and rear yard setbacks shall be increased in width or depth by an additional one foot over the yard setbacks required for the highest building otherwise permitted in the district and provided that the height of such building or structure shall not exceed four hundred feet.
 - E. Any building or structure allowed by Subsection § ZS 1-303(c). [Added 3-15-2016 by Bill No. 16-1]



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director *EAT*
Date: December 8, 2020
Re: Planning Commission Recommendation - Text Amendment Application –
§ZS 1-324(c) Signs

The Department has received and processed a text amendment application submitted by Lawrence T. Perrone, on behalf of the Ocean Pines Association. It seeks to amend §ZS 1-324 Signs to add a provision for internal community signs within an established community or subdivision.

The proposed text amendment was reviewed by the Planning Commission at its meeting on December 3, 2020. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Jennifer Keener, Deputy Director



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
From: Jennifer K. Keener, AICP, Deputy Director *JKK*
Date: December 7, 2020
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-324(c) Signs

The purpose of this memo is to forward the Planning Commission’s comments and recommendation regarding a text amendment application submitted by Lawrence T. Perrone, on behalf of the Ocean Pines Association. It seeks to amend §ZS 1-324 Signs to add a provision for internal community signs within an established community or subdivision.

In their report to the Planning Commission, the staff noted that the current sign regulations limit a residential development to no more than two community or geographic region identification signs per § ZS 1-324(g), and restrict the verbiage to the identification of said community or region only. Generally, these signs are located at the entrance to a community. The proposed amendment was developed by staff as a result of several meetings with a committee from the Ocean Pines Association, wherein they expressed the need for promoting events and activities within the subdivision. As drafted, this amendment would allow a community to have internal signs for the display of information such as community events or emergency directives, but not for a commercial marketing message unassociated with that respective community. The proposed perimeter setback of 450 feet ensures that these messages are truly internal to the community, and not meant for general advertising of community events outside of the development. It does not prohibit electronic messaging signs; however, such signs would have to comply with the regulations contained in § ZS 1-324(e) relative to message duration, transition, and illumination levels. Given the significant setback requirements and limitation on the type of messaging, the staff gives a favorable recommendation to the text amendment application as requested.

The Planning Commission reviewed the proposed text amendment at its meeting on December 3, 2020. Ms. Colette Horn, Vice President of the Ocean Pines Association Board of Directors, and Jennifer Cropper-Rines were present for the discussion. During their presentation to the Planning Commission, they requested to amend the number of signs allowed under proposed

§ZS 1-324(c)(9)A. from four (4) signs to six (6) signs. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachment

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

For the purpose of amending the Zoning and Subdivision Control Article to permit on-premises signs internal to an established residential community.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § ZS 1-324(c) be amended by the addition of a new Subsection § ZS 1-324(c)(9) to read as follows:

- (9) Internal community signs shall be located within the boundaries of an established community as shown on a site plan or subdivision plat approved by the Planning Commission. Internal community signs shall only be for the purpose of conveying community events, amenity and emergency information and shall not include any commercial advertising message unassociated with the community. Such signs may be permitted subject to the following provisions:
 - A. No more than six such signs shall be permitted for any community.
 - B. Such signs may be located in any R, E or V zoning district.
 - C. All signs shall be setback a minimum of four hundred and fifty feet from the perimeter boundary line of the established community and shall be separated by not less than one hundred feet from any other sign on the same parcel or lot.
 - D. Such signs shall not be subject to any yard setback requirements; however, no sign shall project over any property line or road right-of-way.
 - E. The sign must be of a monument design and shall not exceed either forty square feet in area or ten feet in height, including the base and face. Where the grade at the sign base is below the road center line, the area in which the sign is situated may be bermed to the center line grade. The provisions of the subsection may not be increased or otherwise altered by the Board of Zoning Appeals.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2021.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ING DIVISION
ING DIVISION
MINISTRATIVE DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Deputy Director *JKK*
Date: October 22, 2020
Re: Text Amendment Application – §ZS 1-324(c) Signs

The attached text amendment application has been submitted by Lawrence T. Perrone, on behalf of the Ocean Pines Association. It seeks to amend §ZS 1-324 Signs to add a provision for internal community signs within an established community or subdivision. Following our customary practice, once the text amendment application was received, it was reviewed by Ed Tudor, Director, and Roscoe Leslie, County Attorney and Planning Commission Attorney, as well as myself for comment. Our comments relative to this request are as follows:

The current sign regulations limit a residential development to no more than two community or geographic region identification signs per § ZS 1-324(g), and restrict the verbiage to the identification of said community or region only. Generally, these signs are located at the entrance to a community. The proposed amendment was developed by staff as a result of several meetings with a committee from the Ocean Pines Association, wherein they expressed the need for promoting events and activities within the subdivision. As drafted, this amendment would allow a community to have internal signs for the display of information such as community events or emergency directives, but not for a commercial marketing message unassociated with that respective community. The proposed perimeter setback of 450 feet ensures that these messages are truly internal to the community, and not meant for general advertising of community events outside of the development. It does not prohibit electronic messaging signs; however, such signs would have to comply with the regulations contained in § ZS 1-324(e) relative to message duration, transition, and illumination levels.

Given the significant setback requirements and limitation on the type of messaging, the staff gives a favorable recommendation to the text amendment application as requested. A draft bill is attached for your reference. Should you have any questions or require additional information, please do not hesitate to contact me. I will be available to discuss this request in more detail at the upcoming meeting.

Attachments

cc: Edward A. Tudor, Director
Roscoe Leslie, County Attorney
Lawrence T. Perrone, Ocean Pines Association

Citizens and Government Working Together



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

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
Roscoe Leslie, County Attorney
From: Jennifer K. Keener, AICP, Deputy Director
Date: October 7, 2020
Re: Text Amendment Application – §ZS 1-324(c) Signs

JKK

The attached text amendment application has been submitted by Lawrence T. Perrone, on behalf of the Ocean Pines Association. It seeks to amend §ZS 1-324 Signs to add a provision for internal community signs within an established community or subdivision. This language was developed by staff as a result of several meetings with the Ocean Pines committee to fit their needs, while also attempting to ensure it does not open the door to commercial messages in a residential district. Specifically, this amendment would allow a community such as (but not limited to) Ocean Pines to have internal signs for the display of information such as community events or emergency directives, but not for a commercial marketing message unassociated with that respective community.

I anticipate scheduling this text amendment for consideration by the Planning Commission at a forthcoming meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than November 18, 2020.

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

Attachment



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

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

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

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting 10/5/2020

Date Reviewed by the Planning Commission 11/5/2020 (No Show)

12/3/2020 Favorable as amended

I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: _____
- b. Taxpayer of Worcester County: X _____
- c. Governmental Agency: _____ (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

- a. Section Number: ZS 1-324(c)
- b. Page Number: ZS 1:III:110
- c. Proposed revised text, addition or deletion:
Add (c) (9) per attachment

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

It allows for placement of electronic signs per the attachment.

IV. Signature of Applicants

Signature(s): Lawrence T Perrone

Printed Name(s): LAWRENCE T PERRONE

Mailing Address: 239 Ocean Parkway, Ocean Pines, MD 21811

Phone Number: 410-641-7717

Email: lperrone@oceanpines.org

Date: 9-29-20

V. Signature of Attorney

Signature: N/A

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- b. Procedure for Text Amendments: Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

A BILL ENTITLED

AN ACT Concerning

Zoning – Signs

For the purpose of amending the Zoning and Subdivision Control Article to permit on-premises signs internal to an established residential community.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § ZS 1-324(c) be amended by the addition of a new Subsection § ZS 1-324(c)(9) to read as follows:

- (9) Internal community signs shall be located within the boundaries of an established community as shown on a site plan or subdivision plat approved by the Planning Commission. Internal community signs shall only be for the purpose of conveying community events, amenity and emergency information and shall not include any commercial advertising message unassociated with the community. Such signs may be permitted subject to the following provisions:
 - A. No more than four such signs shall be permitted for any community.
 - B. Such signs may be located in any R, E or V zoning district.
 - C. All signs shall be setback a minimum of four hundred and fifty feet from the perimeter boundary line of the established community and shall be separated by not less than one hundred feet from any other sign on the same parcel or lot.
 - D. Such signs shall not be subject to any yard setback requirements; however, no sign shall project over any property line or road right-of-way.
 - E. The sign must be of a monument design and shall not exceed either forty square feet in area or ten feet in height, including the base and face. Where the grade at the sign base is below the road center line, the area in which the sign is situated may be bermed to the center line grade. The provisions of the subsection may not be increased or otherwise altered by the Board of Zoning Appeals.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2020.

COUNTY COMMISSIONERS OF
ATTEST:

WORCESTER COUNTY, MARYLAND