

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.

February 2, 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 Recreation Program Manager II in Recreation, Parks, Tourism and Economic Development, a Master HVAC-R Mechanic in Public Works, a Correctional Officer Trainee at the Jail, an Emergency Communications Specialist in Emergency Services, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Pastor Tonya McClain), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes of January 19, 2021 Meeting
- 10:05 - Proclamations on National Black History Month, Children's Dental Health Month, and National Canned Food Month. Commendation for Warden Donna Bounds. 1
- 10:10 - Chief Administrative Officer: Administrative Matters
(Showell Elementary School Fund Balance Review, OCDC Update Presentation, Comprehensive Flood Management Grant Application Request, Budget Public Hearing Request, Public Landing Boat Slip Rental, STEM/STAT Changes, Ocean Pines WWTP Operation Center Construction Admin., Groundwater Monitoring at Central Landfill, MDA Gypsy Moth Spraying Over-Expenditure, Request to Utilize Funds for Groundwater Protection Report, Selsey Road MD Community Resilience Grant, Bainbridge Pond SWM Project and Grant Award) 2-14
- 10:30 -
- 10:40 -
- 10:50 -
- 11:00 -
- 11:30 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 2-14

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

January 19, 2021

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

The Commissioners attended the 9:30 a.m. swearing-in ceremony for the Board of Education (BOE) members, after which the Commissioners convened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Commissioner Diana Purnell 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 January 5, 2021 meeting as presented.

On behalf of the Worcester County Branch of the National Association for the Advancement of Colored People (NAACP), Commissioner Purnell accepted a proclamation from the Commissioners honoring the life of Dr. Martin Luther King, Jr. who through peaceful means led a civil rights revolution that helped reshape the laws of the United States of America and challenged the nation's citizens of all ages and backgrounds to undertake a meaningful role in society and to do so with "painstaking excellence."

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Missy Denault to the Recreation Advisory Board for a four-year term expiring December 31, 2024.

Upon nominations by Commissioner Elder, the Commissioners unanimously agreed to reappoint Scott Tingle to the Housing Review Board for an additional three-year term expiring December 31, 2023; and to reappoint Kelly Gravenor to the Agricultural Preservation Advisory Board, Joseph Stigler to the Ethics Board, and Gary Weber to the Local Development Council for the Ocean Downs Casino for additional four-year terms each expiring December 31, 2024.

Upon a nomination by the Town of Pocomoke City and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Michelle Beckett El-Soloh to the Solid Waste Advisory Committee for a four-year term expiring June 30, 2024.

Pursuant to the request of Sheriff Matt Crisafulli and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Mitrecic to sign the Mutual Aid Agreement between the nine Eastern Shore counties and their respective sheriff's offices in Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester Counties. Sheriff Crisafulli explained that this agreement is to offer prompt, effective

and professional police resources, such as manpower and equipment, contingent upon availability, to assist their Eastern Shore partners as needed during emergencies. In response to a question by Commissioner Bertino, Sheriff Crisafulli advised that the responding agency would bear any overtime costs that accrue when providing resources to assist partnering agencies.

Pursuant to the recommendation of Senior Budget Accountant Kim Reynolds and the Diakonia Inc. Board of Directors and upon a motion by Commissioner Elder, the Commissioners voted 6-1, with Commissioner Bunting voting in opposition, to accept the apparent low proposal of \$9,427 from East Coast Contracting for Diakonia shelter renovations. Commissioner Bunting expressed concern that East Coast Contracting included an insert advising that any additional costs for unforeseen plumbing issues will be handled as a change order, while the second lowest proposal of \$10,068.75 from East Coast Construction, LLC does not have that clause. Commissioner Mitrecic noted that it is a new building that should not incur any additional plumbing costs. Ms. Reynolds advised that the project is being funded through a Community Development Block Grant of \$102,000, so funds are available to cover any unforeseen plumbing expenses.

The Commissioners met with Development Review and Permitting Director Ed Tudor to review correspondence from Mashel Wakil, Real Property and Clearance Program Coordinator for the Maryland Department of Transportation (MDOT), notifying them that MDOT plans to dispose of a 0.83-acre surplus property located at 7170 Worchester Highway in Newark and more specifically identified on Tax Map 49 as Parcel 150 and resulting from the dualization of U.S. Rt. 113. Mr. Tudor stated that, as a result of the road project, access to U.S. Rt. 113 has been denied to this property, rendering it landlocked and therefore of no use to the County and likely of no use to anyone other than the adjoining property owners.

Upon a motion by Commissioner Bertino, the Commissioners unanimously declined any interest in this surplus property.

Pursuant to the request of Mr. Tudor and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a public hearing on Rezoning Case No. 431 for February 16, 2021. This application was submitted by Attorney Hugh Cropper, IV, on behalf of COF Investment Group, LLC, and seeks to rezone approximately 1.2 acres of land consisting of three separate segments on the overall 5.6-acre parcel located on the northerly side of U.S. Rt. 50, east of MD Rt. 707, and more specifically identified on Tax Map 26 as Parcel 158, from R-2 Suburban Residential District to RP Resource Protection District. Mr. Tudor advised that the application received a favorable recommendation from the Planning Commission.

Environmental Programs Director Bob Mitchell met with the Commissioners to recommend providing FY21 Maryland Agricultural Land Preservation Foundation (MALPF) matching funds of \$100,000, which represent an estimate of the retained Agricultural Land Transfer Tax (ALTT) revenue balance of \$160,000 minus \$60,000, which was committed in FY21 and not yet billed. Mr. Mitchell advised that Worcester County's certification entitles the County to retain 75% instead of 33% of the ALTT. Mr. Mitchell stated that the State/County match is 60/40, and the County has received six applications in this planning cycle, representing approximately 684 acres. In response to a question by Commissioner Nordstrom, Mr. Mitchell

advised that the County has already collected the ALTT, and these funds are available for the County match.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to approve local matching funds of \$100,000 for the FY21 MALPF Program.

The Commissioners met with Mr. Mitchell to review two FY22 Rural Legacy Area (RLA) grant applications for the Dividing Creek RLA and the Coastal Bays RLA totaling \$2,780,000 in grant requests. Mr. Mitchell explained that, because the County has two RLAs, they are required to indicate which area is preferred for the funding applications, so they alternate preferences between the two areas each year. He stated that this year's application process follows that same pattern, with a preference for the Coastal Bays RLA. He stated that the program is funded through a combination of Department of Natural Resources (DNR) Program Open Space (POS) funds and State general obligation bonds and requires no County match. These funds are used to purchase perpetual easements, which provide water quality benefits to the Coastal and Chesapeake Bays and the local watersheds. Furthermore, land owners in the program must adhere to certain restrictions, which include no confined animal feeding operations (CAFOs), and limits placed on agricultural buildings.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to authorize Commission President Mitrecic to sign both the Dividing Creek RLA and the Coastal Bays RLA grant applications and stating a preference for the Coastal Bays RLA in FY22.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign the Engagement Agreement between Worcester County (client) and Bright Trademarks, LLC and the Law Offices of Arlette Kelly Bright, P.C. (firm) for an initial engagement fee of \$5,000 to trademark the Maryland's Coast logo mark, word mark, and tagline "Naturally Cool." Ms. Pursel stated that this will protect it from being used by others either without County permission or in a manner that is not aligned with the brand, and to allow the County to establish terms and conditions for licensing the brand.

In response to a question by Commissioner Nordstrom, Ms. Pursel stated that the County can limit trademarking the brand for tourism and marketing purposes and even apply to trademark the Maryland's Coast brand in up to 12 distinct classes, such as billboards, and income-generating items, like t-shirts, and stickers. She concluded that funding is available within the FY21 budget for this expense.

The Commissioners conducted a work session with Ocean City Fire Chief Richie Bowers and David Fitzgerald, President of the Worcester County Volunteer Firemen's Association, to discuss forming a fire service committee and proposed funding changes. Emergency Services Director Billy Birch and Emergency Planner Laraine Buck demonstrated the ease of use of a LUCAS hands-free mechanical CPR device, advising that the County utilized approximately \$168,000 in CARES Act funds to purchase nine LUCAS devices (the County also reimbursed the cost of one additional unit that had been purchased independently by one of the volunteer fire companies). In response to a question by Commissioner Bertino, Mr. Birch stated that the nine

LUCAS units will be issued to the other nine volunteer fire companies operating in the County. He then presented the first LUCAS device to Chief Bowers. Chief Bowers thanked Mr. Birch and the Commissioners, stating that the LUCAS devices save lives in emergencies and also help to preserve the lives of first responders in the process.

Chief Bowers discussed the following fire, rescue, and emergency medical services (EMS) issues: state of fire, rescue, and EMS services; structure fire response; all hazards/special operations response; fire, rescue, special operations, and EMS staffing, training, and equipment; apparatus acquisition; and facilities/stations. He advised that the firemen's association requests that the Commissioners form a combined workgroup of County staff and representatives from the fire chiefs to address four specific issues: emergency services funding levels; funding for staffing, training, apparatus, and facilities/stations; establishing service-wide response time goals; and developing a comprehensive, three to five-year strategic plan for the services. In response to a question by Commissioner Bertino, Chief Bowers advised that volunteer fire companies in Stockton and Girdletree do not run EMS. Mr. Fitzgerald advised that the volunteer fire and ambulance companies from Snow Hill and Pocomoke provide EMS responses to these areas.

Mr. Fitzgerald discussed financial investment and funding issues, confirming that County funding for the volunteer fire services seems to be adequate, and requested the Commissioners develop a funding work group immediately to review actual EMS operational and capital costs and funding options, such as amending the existing EMS funding formula or developing special districts.

Commissioner Mitrecic stated that property tax dollars only go so far, so he suggested assembling an 11-member work group consisting of three Commissioners, six fire service members, and two County staff members to provide the Commissioners with creative options to fund EMS and apparatus in the future. In response to a question by Commissioner Nordstrom, Chief Administrative Officer Harold Higgins advised that the County has access to EMS funding studies conducted by Harford and Carroll counties.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the requested work group, which is to consist of Commissioners Nordstrom, Bunting, and Mitrecic, six fire officials, and two County staff members and tasked the group with providing the Commissioners with recommendations for funding EMS and apparatus for the volunteer fire companies operating within the County.

The Commissioners met with Recreation, Parks, Tourism, and Economic Development Director Tom Perlozzo to consider proposed operational changes within Economic Development to make the department more of a resource and to attack the various workforce issues. He stated that the proposed changes would not result in additional costs to the County, as the County has reduced the science, technology, engineering, and math (STEM) program drastically based upon the COVID-19 uncertainty and instead proposes to focus on the following goals: grow the County workforce from within by targeting high-demand industries and connecting youth, adults, and dislocated workers with these industries; building a competitive workforce to attract and retain business; provide career ready programs and opportunities with the appropriate educational platforms; create and provide work-based learning for all ages, including STEM, and skilled trades, agriculture, and tourism (STAT), and interns, by connecting with area businesses; and filling open County positions. He further requested one new position, Workforce

Coordinator, to focus on workforce development to include working with area schools, such as the Worcester Technical High School (WTHS), Wor-Wic Community College, University of Maryland Eastern Shore, and Salisbury University, on a regular basis.

Commissioner Nordstrom made a motion, which he later withdrew, to approve the new position of Workforce Coordinator. In response to concerns raised by Commissioner Purnell, Mr. Perlozzo stated that the County could operate the STEM program in-house rather than contracting that service out and reallocate those funds to cover the cost of the new Workforce Coordinator position. With regard to filling County jobs, he stated that the focus would be on meeting with employers, schools, and people, finding out what their needs are, and then taking steps to place area students and adults into local jobs to make the County more economically viable. For example, he stated that during the past year Economic Development hosted on-site job fairs in Snow Hill and Pocomoke, which were so successful that one hotel bussed Pocomoke residents to Ocean City to work in their hotel. Commissioner Purnell stressed that Economic Development needs to focus on the creation of full-time, year-round jobs. Mr. Perlozzo concurred, noting that with a trained workforce they may be able to attract better and bigger businesses to set up shop in the County.

Commissioner Bunting requested Mr. Perlozzo provide him with information including the specific changes and costs being proposed. In response, Mr. Perlozzo explained that \$70,000 of the \$110,000 STEM budget last year went to the contractor providing the services, and he felt that was an exorbitant amount of money for a seasonal STEM program. He advised that the County will continue to place six to 12 interns at 12 STEM employers, reallocate \$40,000 in County funding and \$30,000 in funding from the Tri-County Council (TCC) of the Lower Eastern Shore from STEM to grow the STAT program. Commissioner Bunting thanked Mr. Perlozzo for that information and asked him to provide the Commissioners with that information in writing.

In response to a question by Commissioner Nordstrom, Mr. Perlozzo confirmed that workforce development will be a priority. Commissioner Elder stated that this appears to be a good idea, but it is a little raw right now, and he would like more information regarding the proposed costs for salary and benefits, as well as what the County was spending on the STEM program. Commissioner Bertino concurred, noting that he would like to see more information, specifically a job description for the proposed Workforce Coordinator that identifies the metrics for success. In response to questions by Commissioner Bertino, Mr. Perlozzo stated that he is proposing to eliminate or work out a revised contract with Fawn Mete to administer the STEM program. With regard to filling County programs, Mr. Higgins stated that the proposed new position could work with WTHS for college and career ready programs that would act as feeders for government positions, such as water and wastewater. Commissioner Mitrecic stated that the requested Workforce Coordinator position could get out in the public, work with schools, and actively recruit students who are not college bound to consider career options with the County.

After much discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to table further discussion on the matter until February 2, 2021.

Public Works Director John Tustin met with the Commissioners to request authorization to waive the formal bidding process and accept the contract price from the sole distributor in this area, Alan Tye and Associates of Fairfax, Virginia, for \$122,057 to purchase six Stertil-Koni

Mobile Vehicle Lifts with accessories for use within the Roads Division of Public Works. Mr. Tustin explained that Stertil-Koni has been competitively bid nationwide, and the County can piggyback off this bid. He advised that the Town of Ocean City has been using this product with great success for many years and is happy with the quality of materials and service. He concluded that County staff investigated options from vendors offering similar equipment and concluded that this quality product most closely suits the needs of the County.

Commissioner Elder stated that he could not support waiving the standard bid process, particularly for a large expense such as this that exceeds \$100,000 and suggested other potential purchase options. County Attorney Roscoe Leslie clarified that the County is basically piggybacking on a contract that has already been competitively bid. Mr. Tustin advised that the price quoted to the County is based on a five-year contract bid by Ocean City and is good through February 2024. Assistant Chief Administrative Officer Weston Young advised that the competitive bid was completed by a national purchasing cooperative of smaller counties and jurisdictions to increase their buying power, and every state and municipality interested in purchasing a vehicle lift through 2024 is eligible for this rate. In response to additional comments regarding lower-priced equipment options, Roads Superintendent Frank Adkins explained that County staff believe this product most closely matches the needs of the County.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to accept the contract from Alan Tye & Associates in the amount of \$122,057.

Commissioner Bertino asked staff to provide the Commissioners with more information about this cooperative to help them when considering future bids.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the low bid from Harkins Contracting, Inc. of Salisbury, Maryland of \$949,700, without the deduct alternate, for construction of the Operations Center at the Ocean Pines Wastewater Treatment Plant. Mr. Tustin stated that funding of \$600,000 from the 2019 bond issue and an additional \$600,000 savings from changes in the filter press work is available to fund this project.

The Commissioners reviewed a letter from Ocean City Mayor Rick Meehan requesting a property tax differential in the County's FY22 budget for Ocean City taxpayers who pay County property taxes. Chief Administrative Officer Harold Higgins advised that this request was received in accordance with the provisions of Section 6-306(f)(1) of the Tax-Property Article of the Annotated Code of Maryland, a request for property tax setoff must be submitted at least 180 days before the date that the annual County budget is approved. He advised that the town and County are in the process of exchanging current budget and financial statements, and a meeting to discuss this request is being scheduled.

Mr. Leslie updated the Commissioners on the status of the tax-setoff lawsuit filed against the County by the Town of Ocean City, noting that the County had prevailed at the Court of Special Appeals level, and the town has asked the Court of Appeals to review the case. In response to a question by Commissioner Bunting, Mr. Leslie explained that it is a statutory requirement for the County to meet with the town to discuss this request. Mr. Higgins stated that he plans to meet with town officials and report their request to the Commissioners at budget

time. Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously authorized staff to schedule a meeting with town officials to discuss the Ocean City tax differential request.

The Commissioners reviewed and discussed additional board appointments.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to reappoint Jamey Latchum to the Solid Waste Advisory Committee for a four-year term expiring December 31, 2025.

Commissioner Nordstrom discussed ongoing public safety and animal welfare issues associated with a dog breeder in Pocomoke who has received multiple citations from Animal Control, but has not improved conditions on his property. He noted that last year one of the dogs escaped from the property and attacked a cyclist, and he requested the Commissioners work with the Sheriff's Office, State's Attorney's Office and Development Review and Permitting (DRP) to draft legislation to strengthen existing laws to improve animal welfare and protect the public from potentially dangerous animals. Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously directed DRP to work with the Sheriff's Office and the State's Attorney's Office to strengthen or develop new legislation surrounding dog breeding operations to better protect the public and improve animal welfare.

The Commissioners answered questions from the press, after which they adjourned to meet in closed session.

Following a motion by Commissioner Purnell, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 1:10 p.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included advertising to fill the position of Court Administrator within the Circuit Court; hiring Justin Eberle as Emergency Services Supervisor in Emergency Services, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including accepting a proposal for employees earning less than \$15 per hour.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 1:47 p.m. to meet again on February 2, 2021.



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

PROCLAMATION

WHEREAS, National Association for the Advancement of Colored People (NAACP) leader Carter G. Woodson originally founded "Negro History Week" in 1926, which was expanded to Black History Month in 1976, to reverse the omission of African Americans in U.S. history and their central role in shaping this nation; and

WHEREAS, the history of the United States of America would be incomplete without recognizing these exemplary African-Americans from Worcester County who championed human rights and unity: Reverend Charles A. Tindley who penned the gospel hymn and anthem for the Civil Rights Movement "We Shall Overcome," and Isaiah "Uncle Zear" Fassett who was born into slavery in Berlin in 1844, gained his freedom, and fought in the Union Army.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim February 2021 as **Black History Month** in Worcester County, and we urge the public to tour historic sites in our communities where panels highlight the lives and sacrifices of African Americans who helped shape the Eastern Shore.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of February, 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

Citizens and Government Working Together



COMMISSIONERS
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COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

PROCLAMATION

WHEREAS, the Worcester County Commissioners stand with the Worcester County Health Department, which operates the Worcester County Dental Center, in promoting healthy smiles, a major component in overall health; and

WHEREAS, to protect against dental decay, the most common chronic disease in children, good oral health habits should begin early and include brushing twice daily with fluoride toothpaste, flossing daily, having routine check ups, and eating a diet low in sugary foods and drinks to help prevent tooth decay; and

WHEREAS, the Worcester County Dental Center provides dental services to people age 21 and younger and pregnant women and plays a vital role in the health department's mission to educate the community on proper oral health.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February as **Children's Dental Health Month** and urge all to learn more about maintaining healthy smiles.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of February, in the Year of Our Lord Two Thousand Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

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Diana Purnell

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

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21863-1195

PROCLAMATION

WHEREAS, each February during National Canned Food Month, Worcester County Government employees host a canned-food drive and donated the collected items to help one of the area food banks feed those in need in our communities. This tradition began in 2017, and this year from February 1-5, 2021 all of the food collected by county employees will be donated to our partners with the Spirit Kitchen at Stevenson United Methodist Church in Berlin.

WHEREAS, we recognize that when someone is hungry, nothing matters except getting something to eat. Tragically, according to the United States Department of Agriculture, more than 720,000 Marylanders don't know where their next meal will come from, and 38 percent of these individuals make too much to qualify for federal assistance. Therefore, the Commissioners stand with local non-profit organizations and the Maryland Food Bank to help end hunger.

NOW THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize February as **National Canned Food Month** and urge all residents to visit www.mdfoodbank.org to learn how together we can work to end hunger in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of February, 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

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MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

COMMENDATION

WHEREAS, Warden Donna Bounds contributed 39 years of dedicated service to Worcester County Government, where she began her career as a Correctional Officer in the small County Jail on Court Street on March 1, 1982. She was promoted to Operations Commander in 2007, Assistant Warden in 2011, and Warden in 2017; and

WHEREAS, under Warden Bound's watchful leadership, the County Jail is recognized as one of the finest correctional institutions in the State, earning recognition from the Maryland Commission on Corrections Standards for achieving 100% compliance for 18 consecutive years.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Warden Donna Bounds** for her years of devoted service and wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of February, in the Year of Our Lord Two Thousand and 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

Citizens and Government Working Together



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



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

ITEM 2

Board Members

ERIC W. CROPPER, SR.
President

ELENA J. MCCOMAS
Vice-President

JON M. ANDES, Ed.D.

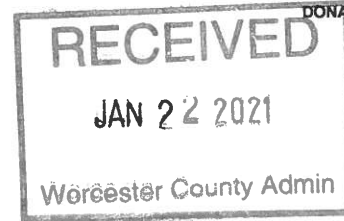
WILLIAM E. BUCHANAN

TODD A. FERRANTE

WILLIAM L. GORDY

DONALD C. SMACK, SR.

February 2, 2021



Mr. Joseph M. Mitrecic, President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Mitrecic:

Last September we opened the doors to the new Showell Elementary School for our students. Construction of the new school was substantially complete in August and the project sitework was completed in November. We are now in the close-out phase of the project and I am writing to report that when all pending payments are made to our contractors and vendors, we will have achieved a substantial savings from the project funding the County Commissioners provided us to build our new school.

Beginning with the Feasibility Study for the new school in early 2014 and continuing through each stage of design, we have been diligent in seeking potential construction cost savings while still providing current and future Showell students state-of-the-art, 21st century instructional spaces and providing the Showell community a facility which will be a point of pride for many years. I am very pleased to report that, based upon final project fund expenditures and from input from our Showell teachers and the Showell community, we have achieved all of those goals.


Our Conceptual Planning Committee, which included Mr. Bertino, Mr. Bunting and Mr. Elder, worked with the Showell project Architect to study and review potential designs and to offer cost savings suggestions. The Conceptual Planning Committee's work resulted in a design cost savings of nearly \$7 million. Following the opening of bids for the project, the Board of Education was able to reduce the total local project cost by an additional \$2 million through an increase in the State funding for the project and by reducing non-construction project costs. Our project Architect provided construction documents which resulted in a minimum of construction change orders. In addition, throughout the two-year construction process, our construction team continued to investigate and implement any possible cost savings. All of this hard work has resulted in the project fund balance we are returning to the County Commissioners today.

The Board of Education's school construction process has continually evolved and improved since construction of Stephen Decatur Middle School in 1997. I believe that the Showell Elementary School project has provided a footprint for all future school construction projects. The collaboration and communication between the design team, the Board of Education and the County Commissioners beginning at the early stages of design was critical to the success of the Showell project.

ITEM 2

The Board of Education and I want to thank and commend you for your participation in the Showell Elementary School design and construction process over the past six years and for your continued support of our school system. I look forward to meeting with you on February 2nd to review the Showell Elementary School construction fund balance.

Sincerely,



Louis H. Taylor
Superintendent of Schools

LT:jjp

cc: Board of Education Members
Mr. Harold Higgins



OCDC UPDATE AND PRESENTATION TO Worcester County Commission 2021

THE OCDC ORGANIZATION

- Established in 2000
- 15 Board members
- 156 Members
- 13 Committees
- Merged with Downtown Association adding 80 new members

OCDC FAÇADE PROGRAM

- 245 Buildings Renovated to Date
- 28 projects completed since 2019
- \$7.1 Million Private Sector Investment
- 6:1 Leveraging of Private to Public
- 4 Projects Underway

Façade Project 107 8th Street

Before

After



Façade Project

605 Edgewater Avenue

Before

After



Façade Project

506 Edgewater Avenue

Before After



3 - 6

ITEM 3

GREEN BUILDING INITIATIVE Program

- Energy Star rated doors, windows and cool roofs
- 82 projects completed to date
- 25 projects completed since 2019
- 7 projects underway
- \$1.2 million In private sector investment

Green Building Initiative Project

6 11th Street



BUSINESS ASSISTANCE PROGRAM

Fixed interior improvements

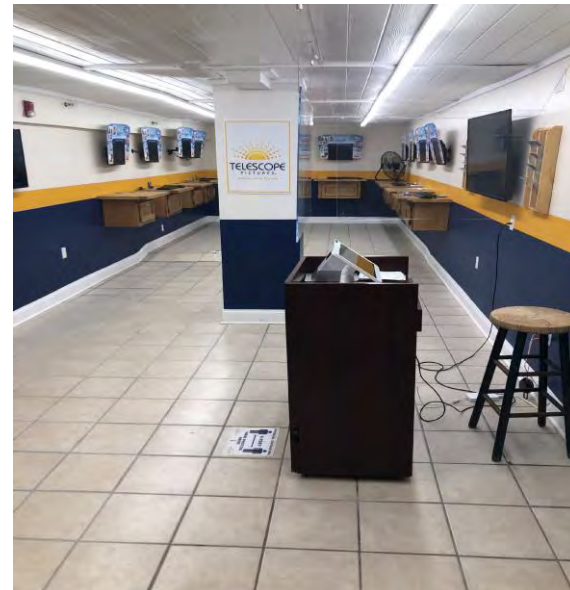
35 projects completed - \$2.1 million in private investment

309 Atlantic Avenue Telescope Pictures

Before



After



New Cambria Hotel

- Former Cropper concrete property
- 131 hotel rooms
- New restaurant
- Significant tax base increase
- Opened Summer 2020



NEW TOWNHOUSES ST. LOUIS AVENUE AND 12TH STREET



3 - 11

ITEM 3

NEW CONSTRUCTION

803 PHILADELPHIA AVENUE

- 11 New hotel units
- Due for completion Spring 2021



STRATEGIC DEMOLITION PROGRAM



- 50 beds for seasonal housing
- OCDC financial assistance
- Expected to open in spring 2021

PUBLIC ART PROGRAM



SPECIAL EVENTS

- COVID impacts
- Sunset Park Party Nights- July 1ST to August 29th
- OC Cruzler car display events - summer
- Craft beer festivals
- Co-sponsor of other events

UPCOMING OCDC ITEMS

- Updating of downtown business directory panels
- Updating the Downtown Masterplan
- More public art projects
- Working with Town of OC on various issues (Green Team, Tourism, BPAC, crime prevention, ...)

“OCDC - REVITALIZING DOWNTOWN OCEAN CITY ONE BUILDING AT A TIME”

*Thank you for your
continued support.*

www.ocdc.org





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 *E.A.T.*
DATE: January 27, 2021
RE: Comprehensive Flood Management Grant Program Application – Mr. Deeley Chester

In response to Commissioner President Mitrecic's request that this item be discussed at the County Commissioner's meeting on February 2, 2021, this memorandum seeks to provide some background information on this particular grant opportunity.

Mr. Chester first contacted Mr. Bill Bradshaw just over a week ago by email and then through subsequent phone calls with regard to his desire to apply for the above referenced grant through the Maryland Department of the Environment (MDE). Mr. Chester was seeking help in the preparation of the application and other information required to be submitted with the application since the application is due by the end of January 2021. Mr. Bradshaw and I reviewed the application provided by Mr. Chester as well as the information on the MDE website. The very first thing that was obvious to us was that the applicant for the grant had to be the County and not Mr. Chester. The application clearly states this and requires that it be signed by the local Authorized Official. This signature attests that the individual is the authorized official to sign and submit the form on behalf of the applicant (in this case Worcester County) and that all information and attached materials are true and correct. The second point was that the applicant (Worcester County) was responsible for 25% of the total project cost. We also identified all of the criteria that needed to be addressed and provided for an applicant to score well in the grant evaluation process. We noted that while a structure elevation project on a single property was eligible, it appears from the background information that the intent of the grant program was to address broader community issues.

After identifying the issues above, Mr. Chester was advised by email that the grant application would require the approval of the County Commissioners and the signature of the

Commission President. He was also advised that there would most likely be a need for some form of legal agreement between the owner and the Commissioners with regard to the 25% County contribution, distribution of funds, project bidding, liability and insurance coverage, etc. Mr. Chester was also advised that the County Commissioners did not meet prior to the application deadline. Mr. Bradshaw spoke with State representatives to inquire about an extension and was informed that this grant is not subject to any type of extension. Mr. Chester has continued to pursue the grant application in hopes of having something submitted before the January 31st deadline.

If the application is somehow filed without President Mitrecic's signature prior to the submittal deadline and then revised at a later date, we recommend that the County Commissioners address the issues related to the local 25% contribution, distribution of funds, project bidding (both State and County requirements), liability, insurance and grant administration, etc. prior to submittal of any revised application.

I have enclosed herewith the first application provided to us from Mr. Chester along with a copy of MDE's Comprehensive Flood Management Grant Program webpage and the grant ranking criteria. Mr. Chester has indicated he will be providing more specific information relative to this application; however, we have not received anything as of this writing.

If you have any questions or need any additional information please let me know. Both Mr. Bradshaw and I will be available should the County Commissioners have any additional questions as well.

cc: Bill Bradshaw, County Engineer
Jennifer Keener, Deputy Director



Maryland

Department of the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

COMPREHENSIVE FLOOD MANAGEMENT GRANT PROGRAM **APPLICATION FOR STATE FY 2023 CAPITAL PROJECT FINANCIAL ASSISTANCE**

For application assistance, please contact Cheryl Reilly at cheryl.reilly@maryland.gov or 410-537-4155

For technical assistance, please contact Walid Saffouri at walid.saffouri@maryland.gov

- State grant funds are generally available on June 1 of the year that funding was approved by the Maryland General Assembly. All projects must be approved by the Maryland Board of Public Works. MDE will not present projects to the Board of Public Works to encumber funds until all applicable requirements are met and typically not until construction bids are approved.
- All projects receiving State and/or Federal funding are required to comply with Minority and Women Business Enterprise (grant only projects) and Disadvantaged Business Enterprise (WQRLF projects) participation requirements. Please visit the following website: [M/WBE and DBE Guidance](#) for requirements, threshold levels, and forms.
- Due to ongoing concerns from the Covid-19 virus, MDE will only accept applications for Comprehensive Flood Management Grant funds submitted electronically via email to mde_wqfa_announcement@maryland.gov. The subject line must say FLOOD APPLICATION. Applications are due by 11:59 PM on **January 31, 2021**. Please note, **maximum file size that can be accepted via email is 25MB**.
- In the email, please submit one SIGNED copy of the complete application, attachments, all supporting documents, and provide a FIRMette created from FEMA's Map Service Center website, <https://msc.fema.gov/portal/home>, a map from our outreach website, <https://mdfloodmaps.net/>, or a GIS map with the project location clearly identified.

I. APPLICANT INFORMATION

Applicant Name: (Must be a jurisdiction) Haskin D Chester & Kristina Lee Eschenburg

Applicant Address: 10141 Waterview Dr.

City: Ocean City County: Worcester ZIP: 21842
(include 9-digit Zip Code)

Federal Tax Identification Number: n/a

Project Name: _____

Project Address: 10141 Waterview Dr

City: Ocean City County: Worcester ZIP: 21842

(Provide for location of the funded activity. If project spans large area, enter street address that best represents center of project area.)

**COMPREHENSIVE FLOOD MANAGEMENT GRANT PROGRAM
APPLICATION FOR STATE FY 2023 CAPITAL PROJECT FINANCIAL ASSISTANCE**

II. CONTACT INFORMATION

Contact Person: Haskin D Chester Title: Owner
 Contact Address: (include 9-digit Zip Code) 10141 Waterview Dr Ocean City MD 21842
 Phone: 443-235-1375 Ext: _____ Email: deeleychester@gmail.com
 Contact Person: Robert Purcell Title: Builder
 Contact Address: (include 9-digit Zip Code) same as above
 Phone: 443-783-4867 Ext: _____ Email: robert@beachwoodinc.com

III. PROJECT TYPE [Check appropriate project type.]

- ☐ Study
- ☐ Property Acquisition
- ☒ Elevation
- ☐ Measures to manage, reduce, treat, or recapture stormwater or subsurface drainage water.
- ☐ Stream/shoreline restoration
- ☐ Wetland creation or restoration
- ☐ Mitigate damage from Land Subsidence
- ☐ Mitigate damage from Mud/Landslide
- ☐ Mitigate damage from severe storm
- ☒ Nuisance Flooding
- ☐ Dam/Levee
- ☐ Other: _____

IV. PROJECT INFORMATION (Attach a copy of a current street map with the exact project location clearly marked.)

Project Name: 10141 waterview drive ocean city md 21842
 County: worcester Latitude: (00.000000) 38.342160 Longitude: -75.127410
 See Convert Project Address to Latitude/Longitude for help
 Congressional District: DISTRICT 1 Find Congressional and Legislative Districts
 Legislative District: 38C

River Basin Designation: Provide the numeric eight-digit watershed designation according to the project location (for wastewater treatment plants, identify according to the permitted point of discharge). See Maps Here for help.

Watershed Name: HERRING CREEK Eight-Digit Designation: _____

NFIP CID: _____
<https://www.fema.gov/national-flood-insurance-program-community-status-book>

- Does the Community participate in the National Flood Insurance Program? ☒ Yes ☐ No
- Does the Community have a Local Hazard Mitigation Plan in effect? ☐ Yes ☐ No
- Does the Community participate in the Community Rating System (CRS)? ☐ Yes ☐ No

**COMPREHENSIVE FLOOD MANAGEMENT GRANT PROGRAM
APPLICATION FOR STATE FY 2023 CAPITAL PROJECT FINANCIAL ASSISTANCE**

TAKE NOTE OF THE FOLLOWING WHEN COMPLETING THE REMAINDER OF THE APPLICATION

- ☐ Submittal of requested documentation is necessary for the evaluation of the application. Failing to submit requested documents can **significantly impact the final score and rank** of the project.
- ☐ When providing additional information on a separate page, please include the applicant and project name, and refer to the corresponding section number and heading of the application as specified.

- V. **PROJECT PURPOSE AND SUMMARY.** On a separate page titled "Project Purpose and Summary," provide a brief description of the project by answering questions a. through d. in the order shown.
- a. **What is the proposed project?** Include the existing and proposed modifications, length and size of any proposed structures, location and size of target area, drainage acreage, land use, acres restored, linear feet of stream restored etc. Consider the following in your description.
- Ground disturbance
 - Endangered or threatened species and critical habitats
 - Vegetation removed
 - Waterways within 200 feet
 - Dredging or disposal of dredged material
 - Located within 100- or 500-year flood zone
 - Altering water flow or drainage
 - Designated Coastal Zone
 - Site impact on 5 acres of farmland
 - Hazardous materials or contaminants disturbed or involved
- b. **What is the purpose of the project, why is the project needed, and what problem is being corrected?**
- Protect critical infrastructure (power, water and sewer, communications, emergency operations)
 - Mitigate Impact on historic or public site
 - Home has repetitive flooding
 - Mitigate flood impact on community, businesses
- c. **Who is the beneficiary of the project?** Does this affect/protect a low income or minority community?
- d. **Has the project previously or concurrently been submitted to MDE or any other government entity for funding consideration? If so, by what project name, has the scope of work changed since that submittal (explain how, if so), and was the project selected to receive funding?**
- VI. **PROJECT SUPPORTING DOCUMENTS** Please answer the questions below and provide supporting documentation as requested. Failing to submit the requested documents can significantly impact the final score and rank of the project.
- a. **Is the project necessary to address a public health issue (i.e.: contamination of drinking source water supply, surface water, or groundwater)?**
- ☐ No ☐ Yes Summarize on a separate page and provide information of contamination, contaminate levels, and frequency of occurrence from an approving authority.
- b. **Can the project be credited toward a local Watershed Implementation Plan (WIP) for the Chesapeake Bay Total Maximum Daily Load?**
- ☐ No ☐ Yes Summarize on a separate page and provide pertinent section(s) of local WIP.
- c. **Will the project work towards alleviating the effects of climate change? Provide resiliency?**
- ☐ No ☐ Yes Summarize on a separate page.

**COMPREHENSIVE FLOOD MANAGEMENT GRANT PROGRAM
APPLICATION FOR STATE FY 2023 CAPITAL PROJECT FINANCIAL ASSISTANCE**

- VII. **PROJECT SCHEDULE AND CURRENT STATUS** (Provide the project schedule and architectural/engineering (A/E) firm below.)

Current project status: ☐ Planning ☐ Design ☐ Bidding

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completion
Planning			
Design			
Bidding			
Construction*			

*Construction projects must be in construction by **December 31, 2024** to be considered for funding.

- VIII. **PROJECT FUNDING** (Provide sources and uses of funding for the project and identify use(s) of the requested funding. Identify revenue sources for loan repayment, if seeking loan funding, on a separate page.)

- a. Identify the Project Funding Sources for the project in the tables below:

MDE Funding Request (this request)	Amount	Description
Total Amount Requested (x.)		Full amount requested from MDE

Other Funding	Amount		
MDE Grant Amount(s) Previous funding*			
MDE Loan Amount(s) Previous funding*			
		Funds Secured?	Notes
Applicant*		<input type="radio"/> Yes <input type="radio"/> No	
MEMA/FEMA		<input type="radio"/> Yes <input type="radio"/> No	
DNR/NOAA*		<input type="radio"/> Yes <input type="radio"/> No	
U.S. Corps of Engineers *		<input type="radio"/> Yes <input type="radio"/> No	
Federal (EPA) STAG/SAAP*		<input type="radio"/> Yes <input type="radio"/> No	
USDA Rural Development *		<input type="radio"/> Yes <input type="radio"/> No	
CDBG (DHCD)*		<input type="radio"/> Yes <input type="radio"/> No	
Miscellaneous*: _____		<input type="radio"/> Yes <input type="radio"/> No	
Other Funding Total (y.)	\$ 0	Total of all Prior and Additional Funding Sources	

*Include costs of planning/design/construction already completed.

Source Total (x. + y.)	\$ 0	Total Amount requested from MDE plus Other Funding. Total should match the Budget Total in VIII.b.
-------------------------------	------	--

**COMPREHENSIVE FLOOD MANAGEMENT GRANT PROGRAM
APPLICATION FOR STATE FY 2023 CAPITAL PROJECT FINANCIAL ASSISTANCE**

b. Identify the cost-breakout of the budget (Project Budget) in the table below:

Project Funding Use(s)	Amount	MDE Grant Funds?	Is this line item already funded by an "Other Funding"
A/E Planning*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
A/E Design*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
A/E Construction Management*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Construction*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Land*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Contingency*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Administrative*		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Other*: _____		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Budget Total	\$ 0	Total should match the Source Total in VIII. a.	

**Include costs of planning/design/construction already completed.*

I CERTIFY I AM AN AUTHORIZED OFFICIAL PERMITTED TO SIGN AND SUBMIT THIS APPLICATION ON BEHALF OF THE APPLICANT. I FURTHER CERTIFY ALL INFORMATION IN THIS APPLICATION AND ATTACHED MATERIALS ARE TRUE AND CORRECT.

Name: _____ Title: _____

Authorized Official Signature: _____ Date: _____

MENUState Directory State Agencies **Translate**

SEARCH

Enter search term

Enter search term

Flood Hazard Mitigation

- Comprehensive Flood Mgmt Grant Program
- Floodplain Permitting
- Floods and Flood Relief Assistance
- Map Modernization Program
- Maryland Flood Damage Vulnerability
- Regulations for Floodplain Development
- Flood Hazard Mitigation Home

Comprehensive Flood Management Grant Program

The **Comprehensive Flood Management Grant Program (CFMGP)** was created in 1976 to promote the development of local flood management plans, fund studies of **watersheds, and support capital projects for flood control and watershed management**. This program provides grants to Maryland counties and municipalities after flood events to implement flood control projects, and for acquisition of flood-damaged owner-occupied dwellings. Elevations and relocations of homes are also eligible for funding. Acquired land is converted to open space in perpetuity.

This program coordinates closely with the Maryland Emergency Management Agency (MEMA). MEMA is the lead agency to request federal funds through Federal Emergency Management Agency (FEMA), while Maryland Department of the Environment (MDE) is the lead for CFMGP, which is a State grant program. The Federal Hazard Mitigation Grant Program (HMGP) may fund up to 75% of the cost of flood mitigation projects. The remaining 25% of the cost can be split between the State CFMGP and the local governments, each paying 50% of the non-federal share, or 12.5% local and 12.5% State. Since its inception, the CFMGP funded a variety of flood mitigation projects including the

acquisition of over 400 flood-prone properties. These projects are typically cost shared with local governments and federal agencies.

When federal funds do not participate in the cost of a project, the CFMGP may fund up to 75% of the cost of the project and the local share would be 25%. For example:

Project A costs \$100,000 for acquisition of two repetitively flood-damaged homes that lie within the 100 year floodplain. The Federal Emergency Management Agency provides a grant of \$75,000 (75%). The local government must cover the remaining \$25,000 (25%). The local government applies to MDE and receives a grant from the CFMGP for \$12,500, which is one-half of the local share, or 12.5% of the total project cost.

Project B also costs \$100,000 for acquisition of two repetitively flood-damaged homes that lie within the 100-year floodplain. No federal funds are available to assist in funding the project. The local government applies to MDE and receives \$75,000 (75%) of the total cost. The local government is then responsible for the remaining 25%, or \$25,000.

Only County and municipal governments are eligible to receive grants from the CFMGP. The government agency must file an application requesting funding, and include evidence of its ability to fund the cost share amount.

New! During the 2019 Session of the Maryland General Assembly HB 428/SB 269 was passed, which requires at least \$3 million in both fiscal year 2021 and fiscal year 2022, and for fiscal year 2023 at least \$2 million be appropriated.

MDE invites Counties and Municipalities to send applications for the 2023 fiscal year. Applications and supporting documents are due to MDE by January 31, 2021. Notification that your project was selected will be made after the 2022 Maryland General Assembly approves the State's capital budget. Awards will be made after the Maryland Board of Public Works approval. The link to the application is below.

FY23 MDE FMG Application Form

FY23 MDE FMG Grant Ranking Criteria

- Due to ongoing concerns from the Covid-19 virus, all applications for Comprehensive Flood Management Grant Program funds will only be accepted electronically via email.
- In one email, please submit one Signed copy of the complete application, including all attachments, all supporting documents, and provide a FIRMette created from FEMA's Map Service Center website, <https://msc.fema.gov/portal/home>, a map from our outreach website, <https://mdfloodmaps.net/>, or GIS map with the location of the project clearly identified. Please note: maximum file size that can be accepted via email is 25MB. Please contact Cheryl Reilly cheryl.reilly@maryland.gov if you have any questions.
- **ALL EMAIL APPLICATIONS ARE DUE BY 11:59 PM on JANUARY 31, 2021**
- Submit the application to the following email address MDE.WQFA_Announcement@maryland.gov. It is important to identify this application as a Comprehensive Flood Management Grant application. Please specify by including in the subject line, Flood Application.

Contact Us

Privacy

Accessibility

1800 Washington Boulevard, Baltimore, MD 21230

(410) 537-3000

**Maryland Department of the Environment
Comprehensive Flood Mitigation Grant Ranking FY 2023**

Project Name _____

Jurisdiction/County _____

Category	SCORE	Points Possible	Description
State Priorities		25	<p>Activity meets the State's priorities. Scored on a sliding scale. The State's priorities are as follows:</p> <ul style="list-style-type: none"> • 5 points: Structural community-based risk reduction projects. • 5 points: Increase resiliency to climate change • 5 points: Property protection measures. • 5 points: Infrastructure protection • 5 points: Counted toward Watershed Implementation Plan
Risk Reduction of Hazards		15	<p>Reduction of risk to natural hazards.</p> <ul style="list-style-type: none"> • 15 points: Multiple hazards • 7 points: One hazard • 1 point: Emerging hazard or a hazard not identified in the HMP
Construction		20	<p>The activity reduces the risk and benefits a community (more than 1 property or individual). Identified hazardous areas are those geographical locations identified in the State and/or local hazard mitigation plan. For residential, acquisition must be owner occupied.</p> <ul style="list-style-type: none"> • 20 points: Protects critical infrastructure, reduces risk for more than 1 property located within identified hazardous area. • 15 points: Protects critical infrastructure and reduces risk for more than 1 property located outside of identified hazardous area. • 10 points: Protects critical infrastructure and reduces risk for only 1 property. • 5 points: Protects or reduces risk for only 1 property located within identified hazardous area. • 1 point: Protects or reduces risk for only 1 property located outside identified hazardous area.
Hazard Mitigation Planning		5	<p>Does the community have a Hazard Mitigation Plan in effect? Participate in the National Flood Insurance Program? Participate in the Community Rating System (CRS)?</p> <ul style="list-style-type: none"> • 5 points: participate in all three • 3 points: Participate in two • 1 points: Participate in one
Performance Measurement		15	<p>The application describes the overall anticipated results in qualitative and/or quantitative terms. The application identifies how the activity will be accomplished and how the activity's results will be evaluated and who will evaluate them.</p> <ul style="list-style-type: none"> • 1 point: Application is signed by Authorized Agent • 2 points: Problem and cause clearly identified • 2 points: Scope of work clearly identifies tasks, methods and/or machinery required, identifies staff, and activity alternatives. • 2 points: Success metrics are identified • 2 points: Budget is fully described, mirrors workplan, funding participants are identified (source, availability, value) • 2 points: Proposes a long-term solution to issue • 2 points: Activity can begin within 90 days after award • 2 points: Community and/or governmental support is documented

Comprehensive Flood Mitigation Grant Ranking FY 2023

Project Name _____

Jurisdiction/County _____

Category	SCORE	Points Possible	Description
Vulnerability Consideration		15	<p>Identifies vulnerable population, Environmental Justice areas for special attention based on socioeconomic risk or vulnerability in the event of an emergency.</p> <ul style="list-style-type: none"> • 15 points: High • 12 points: Above Average • 9 points: Average • 6 points: Below Average • 3 point: Low
Other		5	<p>Scored on a sliding scale. Factors for consideration:</p> <ul style="list-style-type: none"> • Consistency with other State Agency objectives and initiatives • Ranking by local jurisdiction • Local jurisdiction coordination • Positive impact on people or the environment • Other activities completed or proposed in the community • Efficient use of funds

TOTAL POINTS

0

100

WEIGHTED SCORE

Reviewer Comments

Reviewer Signature and Date _____

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



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

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE
 COUNTY ATTORNEY

January 21, 2021

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 (9), which have current or upcoming vacancies (18 total). I have circled the members whose terms have expired or will expire on each of these boards.

Page 2, List of Pending Board Appointments under each Commissioners name.

**NOTE: GARY WEBER NOMINATION for SOLID WASTE ADVISORY BOARD
 TOWN of SNOW HILL REPRESENTATIVE**

President Mitrecic - You have two (2) positions open:

- Marie Campione-Lawrence (**Resigned**) - replacement to the Social Services Advisory Board
- Glenn Irwin to the Board of Zoning Appeals

Vice President Elder – You have one (1) reappointment needed:

- Michael Day to the Tourism Advisory Committee

Commissioner Bertino – You have six (6) reappointments needed:

- Donna Dillon to the Housing Review Board
- Cathy Gallagher to the Social Services Advisory Board
- James Rosenberg (Passed) - replacement to the Solid Waste Advisory Committee
- Frederick Stiehl to the Water & Sewer Advisory Council, Ocean Pines
- Bob Poremski (**Resigned**) - replacement to the Water & Sewer Advisory Council, Ocean Pines
- Vanessa Alban to the Commission for Women

Commissioner Church – You have one (1) - position open.

- Bob Augustine (**Resigned**) - replacement to the Solid Waste Advisory Board

Commissioner Purnell – You have one (1) reappointment needed:

- Ms. Teagle - replacement to the Housing Review Board per Jo Ellen Bunum

Pending Board Appointments - By Commissioner

District 1 - Nordstrom

All District Appointments Received. Thank you!

District 2 - Purnell

- p. 5 - Housing Review Board (Ms. Teagle - Request by Jo Ellen Bynum)
3 - year

District 3 - Church

- p. 9 - Solid Waste Advisory Committee (Bob Augustine) - 4-year

District 4 - Elder

- p. 10 - Tourism Advisory Committee (Michael Day) - 4-year

District 5 - Bertino

- p. 5 - Housing Review Board (Donna Dillon) - 3-year
p. 7 - Social Services Advisory Board (Cathy Gallagher) - 3-year
p. 9 - Solid Waste Advisory Committee (James Rosenberg) - 4-year
p. 11 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year
p. 12 - Commission for Women (Vanessa Alban) - 3-year

District 6 - Bunting

All District Appointments Received. Thank you

District 7 - Mitrecic

- p. 7 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year
p. 14 - Board of Zoning Appeals (Glenn Irwin)-3-year

All Commissioners

- p. 3 - (3) Commission on Aging Board (Cynthia Malament, Lloyd Parks and Clifford Gannett - Representation needed from Districts 3 & 6)
p. 6 - (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. 9 - (2) Solid Waste Advisory Committee (Michael Pruitt -Town of Snow Hill, and Jamey Latchum - Town of Berlin) 4-year
p. 11 - (2) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year



MAYOR AND COUNCIL OF SNOW HILL

January 22, 2021

Commissioner Joseph Mitrecic
Worcester County
Government Center
One West Market Street
Room 1103
Snow Hill, MD 21863

RE: Worcester County Solid Waste Advisory Committee Nomination

Dear Commissioner Mitrecic:

We would like to submit Gary Weber, Town Manager, as our recommendation and nomination to fill the vacancy for the Solid Waste Advisory Committee. Please let us know if anything further is needed by contacting mresto@snowhillmd.com, or by calling 410-632-2080, ext. 102.

Sincerely,

Tammy Simpson
Mayor

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 Dorrough, 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	
Robert 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

Prior Members:

Since 1972

Virginia Harmon
 Maude Love
 Dr. Donald Harting
 John C. Quillen
 Violet Chesser
 William Briddell
 Harrison Matthews
 John McDowell
 Mildred Brittingham
 Maurice Peacock
 Father S. Connell
 Rev. Dr. T. McKelvey
 Samuel Henry
 Rev. Richard Hughes
 Dorothy Hall
 Charlotte Pilchard
 Edgar Davis
 Margaret Quillen
 Lenore Robbins
 Mary L. Krabill
 Leon Robbins
 Claire Waters
 Thelma Linz
 Oliver Williams
 Michael Delano
 Father Gardiner
 Iva Baker
 Minnie Blank
 Thomas Groton III
 Jere Hilbourne
 Sandy Facinoli
 Leon McClafin
 Mabel Scott
 Wilford Showell
 Rev. T. Wall
 Jeaninne Aydelotte
 Richard Kasabian
 Dr. Fred Bruner
 Edward Phillips
 Dorothy Elliott
 John Sauer
 Margaret Kerbin
 Carolyn Dorman
 Marion Marshall
 Dr. Francis Ruffo
 Dr. Douglas Moore
 Hibernia Carey
 Charlotte Gladding
 Josephine Anderson
 Rev. R. Howe
 Rev. John Zellman
 Jessee Fassett
 Delores Waters
 Dr. Terrance A. Greenwood
 Baine Yates
 Wallace T. Garrett
 William Kuhn (86-93)
 Mary Ellen Elwell (90-93)
 Faye Thornes
 Mary Leister (89-95)

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

* = Appointed to fill an unexpired term

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>
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
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23

per Jo Ellen

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

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

ITEM 5

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
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
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
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24

Prior Members:

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)
Linda Dearing (11-15)

Since 2009

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

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

SOCIAL SERVICES BOARD
(Continued)

ITEM 5

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: January 21, 2021

SOLID WASTE ADVISORY COMMITTEE**ITEM 5**

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	resigned
Vaughn White	D-2, Purnell	Berlin	*19-21	
Jamey Latchum	Town of Berlin		*17, 17-21	resigned
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	Deceased
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	resigned
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24	
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 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

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

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

ITEM 5

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

1/7/21 Resigned

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)
Gail Blazer (07-17)
Mike Hegarty (08-17)
Michael Reilly (14-18)

* = Appointed to fill an unexpired term

COMMISSION FOR WOMEN

ITEM 5

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>
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	Bishopville	18-21
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
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Kelly O'Keane	Health Department		17-20, 20-23

Prior Members: Since 1995

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

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman *(17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	
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: January 21, 2021

BOARD OF ZONING APPEALS**ITEM 5**

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 -Deputy Director, DRP (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Glenn Irwin	D-7, Mitrecic	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
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	*05-08-11-14-17-20, 20-23

Prior Members: (Since 1972)

Robert B. Jackson
Ruth Spinak
Merrill Lockfaw
Winnie Williams
Randolph F. Wilkerson
Cashar J. Hickman
E. Paige Boston
Elbridge Murray
Gary McCabe
Harley Day
Charles Lynch
Dwight E. Campbell
T. Clay Groton
Albert Berger
Clifford Dypsky
Donald Jones

George Ward, Jr. (92-95)
Doris Glover (91-95)
Marion Marshall (90-96)
Madison Bunting (90-96)
Howard "Buzz" Taylor (97-98)
Edward Bounds (90-99)
Marion Butler, Sr. (96-99)
Dwight Campbell (95-00)
Larry Widgeon (94-00)
Robert Ewell (95-01)
Lester Shockley (99-02)
Robert Mitchell (02-05)
Janice Foley (99-05)
Richard Outten (00-06)
Doug Parks (00-06)
Brian Roberts (06)

Dale Smack (01-06)
Lou Taylor (05-08)
Jerre F. Clauss (98-10)
Mike Diffendal (08-10)
James E. Clubb, Jr. (06-11)
Joe Fehrer, Jr. (06-12)
Beth Gismondi (96-14)
Bill Bruning (12-15)
Robert L. Cowger, Jr. (10-16)
Rodney C. Belmont (07-17)
Larry Duffy (*17-19)

* = Appointed to fill an unexpired term

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

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

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

January 25, 2021

TO: Harold L. Higgins, CPA, Chief Administrative Officer
FROM: Kathy Whited, Budget Officer *Kathy*
RE: FY2022 Budget Public Hearing Location

As you will recall, we held the public hearing on the FY2021 County Operating Budget (Budget Hearing) and Constant Yield Tax Rate here at the Government Center by video teleconference due to the COVID-19 Pandemic on May 5, 2020.

Due to the uncertainty of scheduling a large number of persons at any location, we would again like to schedule the upcoming FY2022 Public Hearings for the County Operating Budget and Constant Yield Tax Rate which is scheduled for Tuesday, May 4, 2021 by video. This public hearing can be scheduled in advance with our vendor Swagit so it can be viewed and recorded for the general public and include our PowerPoint presentation.

Therefore, please review this matter with the County Commissioners and request their approval for a video teleconference for the evening of Tuesday, May 4, 2021. I am available for any questions you may have.

:kjlw

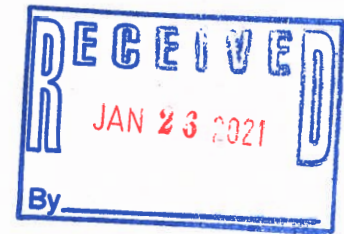
H:\FY22 Budget\FY22 budget public hearing location.docx



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
 Kelly Rados, Director of Recreation & Parks
 DATE: January 25, 2021
 SUBJECT: Boat Slip Rental Request

Please find attached a request by the Department of Recreation and Parks for the rental of thirty (30) slips at Public Landing. One (1) slip is ADA approved. As our project has continued to progress, we have had numerous requests to rent the slips at Public Landing. We have directed those to contact the recreation department and place their names on a list in order of calls received. That list is attached as well. I have included the rendering of Public Landing for your review. There are both 12' and 15' slips. This phase has been completed.

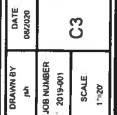
We have researched out to other areas in Worcester County along with neighboring counties for their fees associated with slip rentals. We are recommending the following year round rental fees in the amount of:

\$800 per slip for 12 Foot
 \$1,000 per slip for 15 Foot

As general information, we are currently continuing to work on the boat ramp decking. The parking lot is scheduled to begin soon. I have written a pump out station grant with the Department of Natural Resources and received a verbal approval (\$19,000) and installation is pending. Lighting, electrical and water will be completed as well during the parking lot phase.

Lastly, I did have a conference call with the neighbors about Public Landing to keep everyone informed and to answer any questions. Handling of the rentals can be similar to the commercial harbor or similar to the general rental process used with the Recreation Department for fields, pavilions.

Attachments



POCOMOKE RIVER STATE PARK

SHAD LANDING MARINA

ITEM 7

3461 Worcester Highway
Snow Hill, MD 21863
Information: 410-632-2566
Marina Office: 410-632-3764
Camping Reservations: 1-888-432-2267

Transient (Short-term) Rentals

Boat operators may call in advance for reservations. All slip assignments without reservations are on a first-come, first-served basis. Upon arrival, boat operators must report to the marina office camp store for their slip assignments and to complete registration forms. All persons staying aboard the vessel will have use of the park facilities and will be governed by park rules.

Long-Term Rentals

A long-term rental is any vessel staying 14 days or more. For a long-term rental, each boat operator must fill out a contract and will be governed by the contract and in accordance with the fee schedule listed below. All persons staying aboard the vessel will have use of the park facilities and will be governed by park rules.

Bass Boat Area

There is no charge for boats berthed in this area. However, there is a \$5/per day charge for anyone using electric in this area. (No liveaboards permitted in this area)

Service Charges

<u>Service Provided</u>	<u>Service Charge</u>
Slip including 30 AMP service	\$30/day \$150/month \$400/5 months \$1000/year
Slip including 50 AMP service	\$35/day \$175/month \$500/5 months \$1200/year
Slip including 100 AMP service	\$40/day \$200/month \$600/5 months \$1400/year
Slip for campers registered in a campsite	\$10/day 30 AMP service
Electric service for bass boat berthing area	\$5/day

Cedar Hill Marina Salisbury:

Boat Slip Rental Fees

Slip Size	Annual Rent	Water	Electric
10'	\$723	No	No
10'	\$874	Yes	Yes
11'	\$929	Yes	Yes
12'	\$801	No	No
12'	\$990	Yes	Yes
13'	\$1091	Yes	Yes
14'	\$1130	Yes	Yes
15'	\$1191	Yes	Yes
16'	\$1253	Yes	Yes

Transient Docking Rates

Daily Rate: \$20

SAMPLE FOR
ROSCOE TO
REVIEW

ITEM 7

ANNUAL BOAT SLIP LEASE

This Lease is entered on _____ between ~~Wicomico~~ County,
Maryland ("County") and _____ ("Lessee").

Lessee Contact Person: _____
(if different from above)

Address: _____

Telephone Numbers: Mobile: _____
Home: _____
Business: _____

Email Address: _____

Businesses, partnerships, corporations, & LLCs

List names and addresses of all officers,
members, partners, and shareholders:

(please attach a list if additional space is needed)

County and Lessee agree as follows:**1. Premises**

County leases to Lessee Slip No. _____ ("Premises") at
 _____ Harbor ("Harbor").

2. Term

2.1. Initial Term: The initial term of this Lease begins on
 _____ and ending on _____ ("Initial Term").

2.2. Renewal Terms: Subject to County approval and upon 30 days' written notice before the expiration of the current term, the Lease may be renewed for additional one-year terms.

3. Rent and Fees

3.1. Rent is \$ _____ per season, which may be adjusted annually by the County.

3.1.1. Payment must be made in one full payment by January 31 or 2 equal payments by January 31 and March 1.

3.2. If payment becomes more than 30 days overdue, County may begin collection efforts, including all available lien procedures under Maryland law.

4. Boat Information

The only Boat ("Boat") that is permitted to utilize the Premises is described as follows:

Boat Name _____

L _____ W _____

Year: _____

Make: _____

Model: _____

Boat ID No.: _____

Insurance Policy Name: _____

Insurance Policy Number: _____

Intended Use

Pleasure OR Commercial

Car Year, Make & Model _____ Tag No. _____

Car Year, Make & Model _____ Tag No. _____

The Lessee represents and warrants that the Lessee is the registered owner of the Boat and that there are no other registered owners. If the Lessee desires to dock a boat other than the one listed above, written permission of the County must be obtained in advance, and additional charges may apply.

5. Condition of Boat

- 5.1. The Lessee assumes full responsibility for seeing that the Boat is properly moored with suitable lines and fenders so that the Boat will be secure in all wind and weather conditions. Should circumstances, including but not limited to, adverse weather, rain, floods, ice, snow, freezing temperatures, high winds, high or low water, collisions with objects or vessels, boat wakes, electrical power failures, acts of God or third parties, require any action to prevent or to try to prevent damage to the Boat, such action will be the sole responsibility of the Lessee. The County has merely leased the subject Premises and assumes no responsibility of any sort for the Boat and is not in any way obligated to take any action or perform any services with respect to the Boat. The County may, however, at any time, take such steps and perform any services with regard to the Boat as in its sole discretion it may choose, including mooring the Boat in such a manner, and with such lines, as it may deem proper. The County will not be liable for loss or damage to the Boat occurring before, during, or after any such services are performed, or for failure to provide any or all such services. Lessee will pay for all services performed, or goods and materials used in any work done, whether emergency or otherwise, in an effort to protect or safeguard the Boat, or other boats, docks, installations or persons from damage by the Boat, regardless of the success of such efforts.
- 5.2. Lessee warrants and covenants that the Boat is in good and seaworthy condition, and in compliance with all laws, and that the Lessee shall continue to so maintain the Boat. Failure to maintain the Boat in good and seaworthy condition, and in compliance with all laws, shall constitute grounds for termination of this Lease. The condition of the Boat may be appraised and determined by the County, its agents, employees or independent Lessees, in its sole discretion. All decisions relating to the condition and maintenance of the Boat in good and seaworthy condition, and in compliance with all laws, as made by the

County, its agents, employees or independent Lessees, shall be final and binding upon the Lessee.

If the County becomes aware that the vessel is deemed to be unseaworthy or hazardous to other boats, boaters, the Harbor, the environment, or the Premises, then the County may, but is not required to, attempt to contact the Lessee so that the Lessee can remedy the situation.

- 5.3. **For emergency situations** (which may include environmental or other physical hazards), the vessel must be immediately removed by the Lessee to avoid damage to or obstruction of the Harbor, the environment, boats, other boaters and/or the Premises. If the Lessee cannot be timely notified or fails to act promptly under the given circumstances, and in no event in a time period greater than 24 hours, then the County may, but is not be required, to take appropriate action(s) at Lessee's expense. For example:

- 5.3.1. If the Boat sinks, appears to be sinking, or otherwise threatens to cause damage to the Harbor, the environment, other boats, other boaters and or the Premises when at the Premises or in Harbor waters, or to obstruct waters used by customers of the Harbor, then the County may pump, raise, and/or remove the Boat and Lessee will be responsible for all associated expenses. Lessee waives any claims for damages caused by County's actions.

- 5.4. Should the Lessee be unable to take possession of the Boat at the time of pumping, raising, and/or removal, the County may put the vessel into dry storage and the Lessee will be responsible for all costs associated with such storage and transportation of the Boat to storage.

- 5.5. **For non-emergency situations**, the County will make an attempt to contact the Lessee to remedy the situation. Attachment A ("Slip Rental: Action Required Form") should be completed by the Lessee and the County establishing the action required and appropriate deadline to complete such action.

- 5.5.1. Regardless of whether the form is completed, failure to complete the action required by the County within the specified timeframe may result in the County taking the action at the Lessee's expense. All costs associated with the action described

on the form shall be paid directly by (or reimbursed by) the boat owner.

- 5.6. Any amounts due from Lessee to County hereunder shall be paid within 15 days after the County makes written demand for such payment.

6. Insurance

- A. Lessee must obtain and keep in effect hull and liability insurance against all boat and boating hazards, theft, damage and hazards of personal injury. All insurance must name the County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Lease is executed, providing coverage in the amount of \$300,000 per occurrence; Coverage must be written on an occurrence form. Lessee's liability coverage shall be primary and non-contributory to any coverage held by the County.

This section 6.A will not become effective until January 1, 2022

- B. County, its agents, employees and independent Lessees assume no responsibility for the safety of the Boat and will not be liable for fire, theft, damage, or vandalism to the Boat, its equipment, appurtenances, engines, or other associated personal property however arising. Lessee shall moor the Boat at the Premises at Lessee's own risk. Lessee shall be responsible to insure the Boat and its equipment, appurtenances, engines, and any other associated or related personal property for its full replacement value against fire, theft, damage, vandalism or any other loss or casualty to the same. Such policy shall include a waiver of subrogation with respect to the County, its agents and employees. A copy of the certificate of insurance must be filed with the County prior to the time this Lease is executed.
- C. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- D. When insurance coverage is renewed, Lessee must provide new certificates of insurance prior to expiration of current policies.

7. Abandonment

In the event that the Lessee vacates the Boat for greater than 30 consecutive days, without written notification to Lessor of such absence,

then the County reserves the right, in its sole and absolute discretion, to deem the Boat abandoned, in which case the County may remove the Boat from the Premises and put it in dry storage. Lessee will be responsible for all applicable rent, storage fees, removal costs, transportation costs and other related expenses, together with legal fees. This remedy shall be in addition to any other rights and remedies available to the County.

8. Termination

- 8.1. Nonpayment. If Lessee fails to make any payment hereunder within 15 days after it is due, then the County may give notice to Lessee that the Lease is terminated at a date no sooner than 15 days from the date of such notice. The Lessee shall remove the Boat from the Premises by the date of termination set out in such written notice. If Lessee fails to do so, then the County may exercise any of the remedies set forth in this Lease or permitted by law, equity or admiralty.
- 8.2. If the Lessee violates any of the non-monetary terms or conditions of this Lease, then the County may give notice to Lessee that the Lessee is in violation of this Lease and must cure any such violation within 15 days from the date of such notice. If the Lessee fails to cure such violation within such time period, then the County may give notice to the Lessee that the Lease is terminated at a date no sooner than 30 days from the date of such notice. The Lessee shall remove the Boat from the Premises by the date of termination set out in such written notice. If Lessee fails to do so, then the County may exercise all or any of the remedies set forth in this Lease or permitted by law, equity or admiralty.
- 8.3. The County retains the right to terminate this Lease without cause, at any time, upon 30 days written notice to the Lessee. In such event, any rent paid pursuant to Section 3.1 shall be prorated to the date of termination.
- 8.4. Remedies. If the Lessee fails to remove their Boat and equipment from the Premises before the termination or expiration of this Lease, and after proper notice of the same, the County will be entitled to:
 - (i) remove the Boat, equipment and personal property and store or re-dock the Boat, equipment and personal property at any location, in any commercial reasonable manner, all at the expense and on the

account of the Lessee, and until all amounts owed by the Lessee under this Lease are brought current;

(ii) lock or secure the Boat in place until all amounts due by Lessee under this Lease are brought current;

(iii) Charge the Lessee the then current transient rate per day for so long as the Boat remains at the Premises until all of the amounts due by Lessee under this Lease have been paid];

(iv) renew the rental at the then current rates for an additional time period as determined by the County at the time of renewal;

(v) exercise any other right which the County may have at law, equity or admiralty;

(vi) any combination of any or all remedies set forth in this paragraph.

8.5. After notice of termination, Rent will continue to accrue on a pro rata basis until Lessee vacates the Premises.

8.6. Upon vacating the Premises, Lessee must deliver the Premises in as good condition as when first occupied except for ordinary wear-and-tear.

8.7. Nothing in this section waives any other rights of the County under this Lease, at law, equity or admiralty

9. Retention of Boat

9.1. Lessee will not have the right to remove his/her Boat from the Premises until all amounts due by the Lessee to the County under this Lease have been paid in full. Lessee agrees that the County may look to the credit of the Boat for unpaid rent, dockage, and other services provided to the Boat, and the County may use self-help and the state, federal and maritime lien laws in pursuit of its right to payment.

10. Sale or Disposal of Boat

In the event of non-payment by the Lessee within 30 days of charges billed by the County, or failure by the Lessee to remove the Boat within 30 days after the request to do so, then in addition to any other remedies it may have under Maryland, federal or other applicable law or hereunder, unless said charges are paid in full or the Boat is removed, as the case may be, or the County may sell or otherwise dispose of or, if the Boat has little or no market value, or is worth is less than the amount owed to the County, destroy the Boat upon 45 days advance notice to the Lessee in writing that

such steps will be taken, hand delivered or mailed to the Lessee by registered or certified mail, at the last known address, and also placed on the Boat itself. If said mail is not picked up and reasonable efforts through the use of the telephone book or inquiries at the Lessee's place of business to locate the Lessee is unsuccessful, the County may act without further notice after the said 45 day period has elapsed. If the Boat is sold, the County will not be obligated to advertise said sale, conduct an auction, obtain the best possible price, or follow any particular procedures, except that the sale will be commercially reasonable. The Lessee agrees that this requirement will be met by advertising the sale once in the boat section (if any) of a daily newspaper having a general circulation in the city or county where the County is located and selling the Boat for the highest immediate cash price offered. The County will pay the Lessee the proceeds of the sale remaining after deduction of all amounts due it, and costs, including attorney's fees, incurred in said sale. If the Lessee cannot be found, the County may retain said proceeds. Although not obligated to do so, the County may pay the proceeds to any lien-holder. The County may sell the Boat to itself. The Lessee hereby gives the County a power of attorney to transfer title to said Boat. This remedy is in addition to the remedies set forth in this Lease or permitted at law, equity or admiralty.

11. Indemnification

- 11.1. Lessee hereby indemnifies 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) related to the breach of the obligations and/or covenants of this Lease, or the use of the Premises by Lessee, its agents, employees, contractors, guests or invitees.
- 11.2 This provision will survive the expiration or termination of this Lease indefinitely.

12. Other Lessee Obligations

- 12.1. Lessee accepts the Premises in "as-is" condition. The County specifically disclaims all warranties including, but not limited to, those of merchantability or fitness for a particular purpose.
- 12.2. Lessee must comply with the Harbor's Rules & Regulations, as amended from time to time, a current copy of which has been given to Lessee. If there is a conflict between the Rules & Regulations and this Lease, this Lease will prevail.
- 12.3. Lessee must keep the Premises, adjacent common areas, catwalk, bulkhead, and pier (if applicable) clean and orderly.
- 12.4. Lessee bears all risk of damage or loss to boats or other personal property stored or utilized at the Premises.
- 12.5. Lessee is responsible for damage Lessee causes to any County property, including to the Premises, utility hook-ups, adjacent common areas, catwalk, bulkhead, and pier (if applicable). Lessee shall promptly pay to County the cost of repairing any such damage within 15 days after demand is made therefor by the County.
- 12.6. Any payment due by Lessee to County hereunder which is not paid when due will be subject to a 5% late fee, and interest shall accrue from the due date at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower.

13. Permitted Activities

Lessee may do the following at the Premises:

- 13.1. Store the Boat identified in Section 4.
- 13.2. Routine maintenance of the Boat.

14. Prohibited Activities

Lessee must not do or allow the following:

- 14.1. Store any materials, supplies, gasoline, paraphernalia, equipment or any other items on the bulkhead, catwalks, or parking lot.
- 14.2. Interfere with any other dock space.
- 14.3. Live or reside on the Boat. If the Lessee, its agents, employees, guests or invitees occupy the Boat while in or around the Premises for more than 30 hours in any seven day period between the hours of 8:00 p.m. and 8:00 a.m., then Lessee shall be conclusively deemed to be living on the Boat in violation of this Lease.

15. Hazardous Materials

- 15.1. Lessee agrees to indemnify County against all liability for fines, remediation costs, expenses, physical damage to property, or injury or death to persons, including reasonable attorneys' fees and expenses, arising from Lessee's failure to comply with any Environmental Laws or any release of Hazardous Materials caused by Lessee or its agents.
- 15.2. County may conduct an environmental audit of the Premises to determine if Lessee has breached any obligations imposed by law or this lease. Lessee must pay all costs of the investigation if it discloses any breach by Lessee.
- 15.3 The environmental indemnification provisions are in addition to other indemnification provision contained in this Lease and will survive the expiration or termination of this Lease indefinitely.
- 15.4. Definitions: For the purposes of this section, these terms are defined as follows.
 - 15.4.1. "Environmental Laws": Any federal, state, local, or administrative law, rule, regulation, order, or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials.
 - 15.4.2. "Hazardous Materials": Any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state, or local governmental entity to pose a present or potential hazard to human health or safety or to the environment, including any material or substance defined as a "hazardous substance," "pollutant," or "contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") or under the laws Maryland; any asbestos and asbestos containing materials; lead-based paint; petroleum; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Airport's Rules and Regulations.
- 15.5. Lessee shall pay any amounts due under this section within 15 days after written demand is made by the County.

16. Boat Size

Boats moored in slips are not to protrude beyond the outmost pilings of the slip unless approved by the County. In the event the Boat is too large for the slip rented, the County reserves the right to require relocation to a larger slip or to terminate this agreement immediately if a suitable slip is not available or the Lessee rejects the offer of relocation.

17. Services

The County does not guarantee continuous utility or water service.

18. Notice

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

County: ~~Chuck Poole, Superintendent of Parks~~
~~Wicomico Recreation, Parks & Tourism~~
~~28302 Owens Branch Road~~
~~Salisbury, Maryland 21801~~

Lessee: _____

19. Force Majeure

If County is unable to perform its obligations because of any casualty to the Harbor, strike, work stoppage, extreme weather conditions, utility service interruption, act of God or nature, epidemic or any other cause beyond its reasonable control, it will be relieved of its obligations under this Lease.

20. Compliance With Applicable Law

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

21. Amendments

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

22. Assignment Prohibited

Lessee may not assign any interest in or sublet of any part of the Premises without express written permission from the County, which the County may grant or deny in its sole discretion.

23. Relocation

County shall have the right to relocate the designated Premises provided that the new Premises are of at least equal size and with comparable appurtenances upon 15 days advance written notice. Lessee shall relocate

the Boat and all equipment and other personal property to the newly designated Premises within such 15 day period.

24. County Rights

The County may bring an action to enforce any rights hereunder or under applicable law in ~~Wicomico County~~ or in the state of Maryland, and the Lessee consents to such jurisdiction and venue. The provisions herein will be construed under applicable federal law and the laws of the state of Maryland and ~~Wicomico County~~. The County will be entitled to injunctive relief to aid in securing any of its rights hereunder. Lessee agrees that the County may enter the Boat at any time for enforcement of any rights of the County hereunder or under applicable law and may use reasonable means to effect such entry, and in removing, rejecting, retaining, or recovering the Boat as provided herein.

25. Applicable Law

This Lease is governed by the laws of the State of Maryland and ~~Wicomico County~~. The exclusive venue for any dispute related to this Lease will be a court of competent jurisdiction in Wicomico County.

26. Entire Agreement

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

27. Third Party Beneficiaries

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

28. Successors

This Lease is binding upon the successors of the parties.

29. Severability

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

30. No Waiver

The failure of either party to enforce any term of this Lease shall not be construed as a waiver of such term.

31. Attorney's Fees

Lessee must pay to County all reasonable attorneys' fees and court costs that the County incurs in enforcing this Lease, including for any court

action. Attorneys' fees and court costs will be considered rent. This provision shall survive any termination of the Lease.

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

Witness:

~~Wicomico~~ County, Maryland

By: _____

Witness

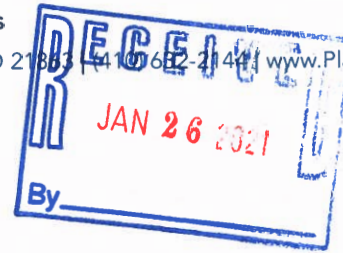
Lessee

By: _____



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | 410-662-2144 | 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 Economic Development & Tourism
 DATE: January 25, 2021
 SUBJECT: STEM and STAT Proposed Changes in the County

Please find attached requested back-up associated with the request to fill a workforce development position within Economic Development. As you are aware this is a requested operational change. In addition, **I feel we should discuss this opportunity in an executive session as it relates to both personnel and contractual services.**

Below is my basic review of the department's budget and its past direction followed by my back up;

1. The Department has spent over \$500,000+ for the development and operation of STEM program over the last 10 years.
2. The program is geared specifically toward youth
3. There's been no back up reporting indicating the success of the program.
4. The job market in the county skews 70% + toward STAT. In fact, STEM jobs went across the bridge.
5. \$250,000 + was spent administering the program seasonally or 50% + of the allocation.
6. While I understand the direction intended, only the brightest students had access and participated.
7. Most jobs, etc. were geared to a "Virginia" operation.

After consideration of the current workforce situation within the county, we feel it important to take a long term year round proactive approach to the workforce problems. This is not a singular issue as every municipality has struggled for years and includes the filling of county positions as well. Therefore we have provided for consideration for the commissioners that recognize the following goals: **NOT ALL INCLUSIVE**

1. Grow our workforce within – all ages. Off season businesses need help to continue to grow the economy and tax base for the county. We want those businesses to stay open and expand.
2. Build a competitive workforce to attract and retain business.
3. Provide career ready programs and opportunities with the appropriate educational platforms. Our lack of participation with Worcester Technical School and other Educational institutions has resulted in few options.
4. Create and provide work base learning for all ages (STEM, STAT, Interns, etc.) Interns!

ITEM 8

Also, COVID drastically reduced the STEM program in 2020 and uncertainty continues for 2021. Our economy is dependent on job opportunities for small business regardless. We are recommending STEM have a complete modification moving forward with the only the continued placement of interns in 2021 as indicated. Here's a short sample for your review and others to be added:

Hardwire
Benelli
Bel Art
Northup Grumman

Current Budget:

I felt it appropriate to provide this recommendation based upon my review of the program. Economic Development budgets (1/3 of their budget) \$110,000 annually for STEM and \$40,000 for STAT which includes grants from Tri-County Council.

I attached last year's STEM contract, budget and agreement for your review. As indicated above, the STEM program over the last ten (10) years included funds over \$500,000 +/- to a contractually 3rd party program provider managed on a seasonal basis. That cost to the county \$250,000 +/- of the total budget during that same time period. That budget is also attached for your review.

In an effort to place a full time emphasis on the actual needs within the county, **we recommend to hire a full time year round employee to concentrate on workforce.** That information is also attached. We can accomplish this opportunity **without any additional funds** and actively improve the workforce. Strategically, we can provide accountability measurements to include sector growth, job training (on, off, educational), category ready recruitment, attraction and retention and more. In addition, we can strengthen and reinforce skills through applied learning.

Evaluation of the program and measurement can be monitored through some of the following:

- Training (On and off the job, academic opportunities, etc.)
- Job Placement (Are we attracting, retaining employees for growth)
- Long Term Employment (Are we converting Part Time to full time employment)
- Wage/Income (Are the wages consummate to the position)
- Job Satisfaction (Living, working and playing)
- Business Return on Investment (Repeat Business – Business Expansion)
- Market Facilitation (Are we linking employees with employers)

Specific Sample Opportunities:

Regular “mobile” Job Fairs in Pocomoke, Snow Hill and Berlin. We were extremely successful last year with both candidates and vendors.

Regular attendance at Chamber of Commerce Workforce Committee meetings, Worcester Technical School regular participation and growth, UMES development participation with the hospitality industry. Salisbury State School of Business

Development of workforce grants. We have not received any to my knowledge

Integrated operation with tourism efforts – recruitment. To date, I have spoken to grocery chains, agri-tourism vendors, big box stores, hotel chains, salmon farms, oyster farms, etc.

Networking with Towns, small businesses, departments, etc. for leads, promotions, etc.

Works with Junior Achievement, Senior Centers, Transportation, etc.

In Summary we are recommending:

1. STEM be reduced in 2021 as indicated (\$40,000).
2. We hire a full time "Workforce Engagement Specialist" (Sample job description attached). That person would assume future STEM and STAT responsibilities.
3. Allow Human Resources to develop a specific job description similar to the attached assigning salary not to exceed \$65,000.

Should this opportunity not be of satisfaction we can continue things as normal with a renewed agreement for both STEM and STAT with the current provider of the Greater Ocean city Chamber Foundation.

Attachments

WORCESTER COUNTY JOB OPPORTUNITIES

DEPARTMENT: DEPARTMENT OF RECREATION, PARKS, TOURISM AND ECONOMIC DEVELOPMENT
JOB TITLE: WORKFORCE ENGAGEMENT SPECIALIST
SALARY/GRADE: NON-CLASSIFIED; BASED ON QUALIFICATIONS
APPLICATION PERIOD: UNTIL FILLED

JOB SUMMARY: This position will oversee and manage the workforce development function of the Economic Development Department and will report directly to the Director of Tourism and Economic Development. In order to enhance economic stability and prosperity there is a need to focus on employees with initiatives that educate and train individuals to meet the needs of current and future businesses and industries. Responsibilities will include creating, managing, and delivering workforce development programs and services to meet Worcester County business needs which will be coordinated with local, state and regional partners.

GENERAL REQUIREMENTS

- Drug and Alcohol Testing
- Pre-employment background check and motor vehicle history
- Must maintain a valid driver's license with less than 4 points
- Ability to work day, evening, or weekends for meetings, training, or events.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

- Collaborate with employers to identify and address hiring, training, retention, and workforce advancement needs
- Create, manage, and administer workforce development programs and services to support local companies by addressing skill gaps and creating meaningful educational and career pathways
- Identify, develop, and implement training, apprenticeships, and internships
- Research training grant opportunities and act as a liaison to connect employers with local and state government resources
- Proactively build and nurture positive relationships with county business leaders in workforce development, higher education, and target industry sectors (agriculture, health care, small business, real estate, and hospitality).
- Serve as primary liaison with local, state, and federal partners including Worcester Career Technology (CTE), Chamber of Commerce, Maryland Department of Commerce, DLLR, Small Business Development Center, and the Small Business Association
- Represent Worcester County and actively participate in Workforce Development leadership groups within County, State and Region.
- Develop, prepare and coordinate materials and presentations for workforce development programs in Worcester County
- Manage social media initiatives
- Coordinate job fairs (in person and online) for employers in the county
- Work with Junior achievement, Senior Centers, Libraries, and other agencies to provide assistance or workshops for interviewing skills, resume writing, etc.
- Support and enforce Worcester County Personnel Rules & Regulations.
- Comply with safety programs, policies, and work safely
- Ensures confidentiality of information and records and complies with record retention schedule
- Performs related duties and responsibilities as assigned by the Director of Recreation, Parks, Tourism and Economic Development or Director of Tourism and Economic Development
- Perform other related duties as required.

QUALIFICATIONS AND SKILLS

- Graduate from an accredited four-year college or university with a minimum of a Bachelor's Degree preferably in Economics, Business or Public Administration, Communications, Human Resources and completion of 4 years work experience in economic development, workforce development, or other closely related marketing experience preferred.
- Knowledge of workforce development practices and procedures preferred
- Knowledge of state training and apprenticeship programs preferred
- Knowledge of training, trade, and internship programs at local schools and universities preferred
- Knowledge of public transportation programs in this area
- Above average oral and written communication skills necessary to prepare reports, prepare and deliver public presentation, and provide leadership and motivation to department employees,
- Ability to effectively access and utilize computerized systems and equipment (i.e. Microsoft Office, Word, Excel, Access and PowerPoint)
- Ability to develop and maintain effective working relations with elected and appointed officials, business executives, teachers, professors, and related professionals and the general public.
- Experience with Maryland state and federal grant/loan programs for training
- Experience writing training programs and grants
- Experience in program and project management
- Experience with job boards and recruiting strategies
- Advanced analytical skills and the ability to prepare reports as required.
- Ability to work with and carry-out the directive and policies of the County Commissioners and work harmoniously with other official and agencies.
- Ability to work effectively with little supervision and minimal direction
- Self-starter that takes initiative and has a sense of urgency
- Experience writing marketing plans
- Experience with social media plans and platforms

SAFETY ANALYSIS:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (>75% of the time)

Sedentary work; Constant sitting, viewing; Frequent talking, hearing; Occasional pushing, pulling, carrying, lifting up to 30 lbs. No known significant hazard risk.

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



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 6, 2019

Ms. Fawn Mete
Sinepuxent Group, LLC
515 Dueling Way
Berlin, Maryland 21811

RE: Contract for Step Up and Reach For the Stars STEM Camp, Leadership Cohort and Internship Program for Summer 2020

Dear Ms. Mete:

As you are aware, at their meeting of November 5, 2019, the Worcester County Commissioners reviewed and approved your proposal for the Step Up and Reach for the Stars STEM Camp, Leadership Cohort and Internship Program for calendar year 2020 at a total County cost of \$100,000. Attached, please find a fully executed copy of the Contract for your records. Please contact Kathryn Gordon, Economic Development Director, at (410) 632-3112 to make arrangements for commencement of these services.

Congratulations on your successful proposal. We look forward to doing business with you. If you should have any other questions or concerns, please feel free to contact me at this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Shannahan".

Kelly Shannahan
Assistant Chief Administrative Officer

KS:dd

cf: Kathryn Gordon, Economic Development Director
Kathy Whited, Budget Officer
CC221/Fawn Mete 2020

Revised October 28, 2019

County Commissioners of Worcester County, Maryland
INDEPENDENT CONTRACTORS AGREEMENT
 (For Contracts Under \$250,000.00)

THIS AGREEMENT, is made this 5th day of November, 2019, by and between the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, hereinafter called "County" and Fawn Mete of Sinepuxent Group LLC, of 515 Dueling Way, Berlin MD 21811, hereinafter "Contractor."

1. **Services.** The County hereby contracts with Contractor to perform the following services as an Independent Contractor for the County:
 - Provide a Science, Technology, Engineering and Mathematics (STEM) oriented day camps for up to 40 students on the campus of University of Maryland Eastern Shore.
 - Provide up to 40 high school and university students that are residents in Worcester County the opportunity to explore a STEM related career via a part time eight week paid summer internship, full time ten week NASA WFF internship, or a paid leadership development program, co-sponsored by Worcester County and local business partners. The internship program runs from June 1 to July 31, 2020, the NASA WFF internship runs from mid-May to mid-August with flexible start and end dates, and the leadership development program runs from July 1 to July 31, 2020.
 - Provide a valuable economic investment in Worcester County by engaging student interns in a series of professional development activities and mentoring services to pique interest in local STEM career opportunities while fostering the personal, professional and social skills essential to their success in the 21st century workforce.

- Support local business initiatives in the science, technology, engineering and mathematics sectors of Worcester County's economy by sponsoring motivated students for subsidized employment positions.
- Contractor will subcontract to individuals to work as camp staff on an independent contractor basis. Interns are not employees or subcontractors of the County or the Contractor, they are employees of the business at which they are interning.

2. **Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be completed no later than August 30, 2020.
3. **Payment.** Contractor shall be paid periodically upon written invoices for completed work submitted and approved by the County. Total amount of the contract will not exceed \$100,000 (one hundred thousand and 00/100 dollars). Contractor shall be paid \$85/hour and work on the project for a total of 500 hours. 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. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services hereunder and shall devote such time as may be necessary to complete them within the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.
5. **County will Provide:** County will provide the following services, materials, space or support as follows:

- linkage to employers willing to undertake internships.
- linkages to transportation options for the program.

6. **Termination for Cause.** County may terminate this Agreement for any cause upon notice to Contractor. For the purposes hereof, "Cause" shall include, but not be limited to:

- A. Material breach of Contract
- B. Dishonesty, Fraud or Criminal Activity
- C. Incapability to perform
- D. Nonperformance
- E. Substandard performance
- F. Termination of any grant to the County which provides funding for this Contract.

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

7. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Kathryn Gordon, Director of Economic Development, who shall be the County Contract Official. Final decisions with respect to the Contract on behalf of the County will be made by the Worcester County Commissioners.

8. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Contract may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the County and may not be released to any other person or entity without the express written permission of the County.

9. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. County may,

from time to time, provide other employees to assist Contractor with performance of Contractor services or to perform related services required of Contractor hereunder. This Contract is not assignable and will be performed personally by Contractor as set forth in Contractor's proposal.

10. **Inducement.** Contractor has represented to County that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Contract and specifically that the services required of Contractor hereunder may be accomplished under this Contract for the compensation stated herein. Nothing herein shall require County to pay any overage or additional payment; the Contract price herein stated being firm. Any limitation on County's liability hereunder, shall not be a limitation on services required of the Contractor.
11. **Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims. If this contract is for professional services, contractor shall provide a minimum of \$1,000,000.00 (one million and 00/100 dollars) Errors and Omissions Insurance. At the option of the County, the Contractor may be required to add the County as an additional

insured to any insurance that is required hereunder.

12. **Illegality of Performance.** If for any reason this Agreement or its execution by County Commissioners is determined to be illegal, ultra-vires or not in accordance with the law by County Commissioners, then County Commissioners may in their sole discretion and in good faith, declare it null and void.
13. **Immunity/limitation on Actions Against County Commissioners.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any action relating hereto. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. County Commissioners' liability under or arising out of this agreement shall be subject to annual budget appropriation and strictly conditioned thereon. The non-waiver and the limitation of liability to County Commissioners hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.
14. **Hold Harmless - Indemnification.** The Contractor shall defend, indemnify and

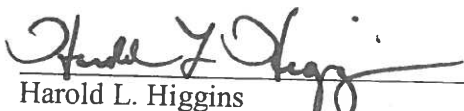
hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney=s fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.


15. **Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to County. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
16. **Bonds.** Contractor shall provide such bonds as required by the bid specifications. Contractor hereby binds Contractor to pay and satisfy to the extent legally required all suppliers, subcontractors or others having any right to a claim or action under the Maryland Little Miller Act and hereby pledges any amounts paid or due hereunder as payment security to provide for such payments or satisfactions. Contractor shall provide all lien releases required by County. Where lien releases satisfactory to County are not provided, County may withhold payment to Contractor to the extent determined by County to be reasonably necessary to adequately provide for such claim or action.
17. **Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by the County.

18. **Equal Opportunity Employer.** The Contractor represents to County that Contractor is an Equal Opportunity Employer.
19. **Notice of Political Contributions.** The Contractor shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article, Maryland Annotated Code, to which the contractor may be subject.
20. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for the County Commissioners, shall be addressed to it, to the attention of its President, at Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, or at such other address of which the County provided, and if intended for the Contractor, shall be addressed to its attention at The Red Doors Community Center at St. Paul's By The Sea, 302 North Baltimore Avenue, Ocean City, MD, 21842, or at such other address of which the Contractor shall have given notice to the County in the manner herein provided.

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND


Harold L. Higgins
Chief Administrative Officer

By:  (SEAL)
Diana Purnell, President

ATTEST:

Sinepuxent Group LLC



By:  (SEAL)
Fawn Mele

**2020 Proposed STEP UP and Reach for the Stars STEM Program Budget- \$100K Worcester County
+\$10K from Tri County Council/Rural Maryland Development Fund**

NASA-WFF Internships				
	Quantity	Rate	Time	Unit
Undergraduate Internship Full Stipends	3	\$7,300	1 stipend	
High School Internship Full Stipend	1	\$2,600	1 stipend	
Total NASA-WFF Internships				
				\$24,500.00
Student Stipends: Worcester STEM Internship Program and Worcester STEM Leadership Cohort				
High School and College STEM Intern Stipends	12	\$16.00	60 hours	
Worcester STEM Leadership Cohort	20	\$200	1 stipend	
Supplemental Stipends to Northrop Grumman/NASA-WFF/MARS STEP UP Interns funded through outside sources	4	\$250	1 stipend	
Total WSIP and WSLC Program				
				\$16,520.00
Human Resources				
Curriculum and Instruction Specialists for Engineering Camps Levels I and II and High School Leadership Cohort	6	\$2,500.00	1 week	
Program Management	1	\$85.00	500 hours	
Total Human Resources				
				\$57,500.00
Materials/Equipment				
Hardware Upgrades/ Technology				\$750.00
Software and Licensing				\$250.00
Design & Print (Color Brochures, Flyers, Copies)				\$600.00
Marketing/Advertising				\$1,500.00
Intern Professional Development Materials				\$100.00
Recognition Ceremony Materials				\$100.00
Office Supplies				\$330.00
First Aid Supplies				\$50.00
Camp Water/Snacks				\$100.00
Engineering camp supplies				\$100.00
Total Materials/Equipment				
				\$3,880.00
Facilities and Transportation				
Transportation - WCPS contractors	3		1 week	
Guest Speaker Mileage	1	\$100.00	1 person	
Gas reimbursements	1	\$200.00	5 days	
Facility Fees	1	\$600.00	1 annual	
Insurance				\$600.00
Total Facilities and Transportation				
				\$7,600.00
Total Estimated Cost				
Total Proposed Budget				\$110,000.00
Total Requested County Funding				\$110,000.00
Tri-County Council Funding				\$10,000.00
Over / (Under)				\$0.00



Accounts Payable Budget to Actual Report

Through G/L Date 01/22/21

Economic Development

①

Account Number	Account Description	Amended Budget	Un-posted Invoices	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	% Used	Prior Year Total
Fund 100 - General Fund								
Department 1801 - Economic Development								
6000.100	Personnel Services Salaries		.00	.00	51,467.27	98,471.73	34%	135,949.16
6100.000	Administrative Expense For Conversion	149,939.00	.00	.00	.00	.00	+++	.00
6100.010	Administrative Expense Administrative Expenses	.00	.00	.00	46.35	(46.35)	+++	.00
6100.060	Administrative Expense Books and Publications	.00	.00	.00	.00	.00	+++	.00
6100.080	Administrative Expense Copier Supplies	.00	.00	.00	.00	.00	+++	.00
6100.100	Administrative Expense Dues, Licenses & Subscriptions	3,400.00	.00	.00	.00	.00	+++	.00
6100.110	Administrative Expense Envelopes	.00	.00	.00	2,422.68	977.32	71%	3,769.18
6100.120	Administrative Expense Film & Film Processing	.00	.00	.00	.00	.00	+++	.00
6100.150	Administrative Expense Incentives & Events	.00	.00	.00	.00	.00	+++	.00
6100.165	Administrative Expense Meeting Expense	20,000.00	.00	.00	.00	20,000.00	0%	5,303.66
6100.170	Administrative Expense Miscellaneous	1,000.00	.00	.00	136.34	863.66	14%	594.00
6100.190	Administrative Expense Office Supplies	.00	.00	.00	.00	.00	+++	.00
6100.210	Administrative Expense Paper	500.00	.00	.00	158.42	341.58	32%	336.87
6100.230	Administrative Expense Postage & Freight	.00	.00	.00	.00	.00	+++	.00
6110.080	Supplies & Equipment Computer Repairs & Supplies	250.00	.00	.00	.00	250.00	0%	.00
		500.00	.00	.00	.00	500.00	0%	.00
6110.090	Supplies & Equipment Computers & Printers	.00	.00	.00	.00	.00	+++	2,072.10
6110.120	Supplies & Equipment Equipment Rental	200.00	.00	.00	66.00	134.00	33%	210.00
6110.245	Supplies & Equipment Mobile Phones	2,400.00	.00	.00	(15.69)	2,415.69	-1%	1,973.20
6110.260	Supplies & Equipment Newsletters	.00	.00	.00	.00	.00	+++	.00
6110.270	Supplies & Equipment Office Equipment Repairs	.00	.00	.00	.00	.00	+++	.00
6110.280	Supplies & Equipment Office Furniture	.00	.00	.00	.00	.00	+++	.00
6110.290	Supplies & Equipment Other Office Equipment	.00	.00	.00	.00	.00	+++	.00
6110.310	Supplies & Equipment Promotional Materials	.00	.00	.00	.00	.00	+++	.00
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00	213.79	(213.79)	+++	.00
6130.010	Equipment Maintenance Copier Lease	.00	.00	.00	.00	.00	+++	.00
6160.002	Grant Programs Cares Act Business Grant	1,200.00	.00	.00	447.90	752.10	37%	1,074.96
6160.004	Grant Programs Restaurant Grant	.00	.00	.00	2,208,286.15	(2,208,286.15)	+++	.00
6160.006	Grant Programs Hotel Lodging Relief Grant	.00	.00	.00	1,417,293.96	(1,417,293.96)	+++	.00
6160.016	Grant Programs Maryland Energy Block Grant	.00	.00	.00	.00	.00	+++	.00
6160.020	Grant Programs CDBG Community Dev Block Grant	.00	.00	.00	.00	.00	+++	.00
6160.036	Grant Programs VOLT Program Dev/Admin	.00	.00	.00	.00	.00	+++	.00

ITEM 8

(2)

Account Number	Account Description	Amended Budget	Un-posted Invoices	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	% Used	Prior Year Total
6160.082	Grant Programs Disaster Event Materials & Suppl	.00	.00	.00	.00	.00	+++	.00
6170.000	Program Expense For Conversion	.00	.00	.00	.00	.00	+++	.00
6170.005	Program Expense Economic Development Events	.00	.00	.00	.00	.00	+++	.00
6170.020	Program Expense Intern, Co-Ops & Apprenticeships	140,000.00	.00	.00	200.00	139,800.00	0%	101,353.30
6170.055	Program Expense NASA Interns	10,000.00	.00	.00	.00	10,000.00	0%	7,300.00
6170.080	Program Expense Special Loans Administration	.00	.00	.00	.00	.00	+++	.00
6180.000	Housing Rehabilitation Program For Conversion	.00	.00	.00	.00	.00	+++	.00
6180.010	Housing Rehabilitation Program CDBG Advertising	.00	.00	.00	.00	.00	+++	.00
6180.020	Housing Rehabilitation Program CDBG Appraisals & Credit Reports	.00	.00	.00	.00	.00	+++	.00
6180.030	Housing Rehabilitation Program CDBG Consulting	.00	.00	.00	.00	.00	+++	.00
6180.040	Housing Rehabilitation Program CDBG Housing Rehab Grant	.00	.00	.00	.00	.00	+++	.00
6180.050	Housing Rehabilitation Program Housing Rental & Disability Cons	.00	.00	.00	.00	.00	+++	.00
6180.060	Housing Rehabilitation Program Lead Paint Contract Inspections	.00	.00	.00	.00	.00	+++	.00
6180.070	Housing Rehabilitation Program Program Income Expense	.00	.00	.00	.00	.00	+++	.00
6180.080	Housing Rehabilitation Program Special Loan Fee Expense	.00	.00	.00	.00	.00	+++	.00
6510.020	Legal Services County Attorney Expenses	.00	.00	.00	.00	.00	+++	74.64
6530.000	Consulting Services For Conversion	.00	.00	.00	.00	.00	+++	.00
6530.040	Consulting Services Consulting Services	25,000.00	.00	.00	4,000.00	21,000.00	16%	25,900.00
6530.180	Consulting Services Web Page	.00	.00	.00	.00	.00	+++	.00
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	2,500.00	.00	.00	310.91	2,189.09	12%	796.98
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,000.00	.00	.00	230.09	769.91	23%	935.62
6540.040	Vehicle Operating Expenses Vehicle Registration	.00	.00	.00	.00	.00	+++	.00
6540.045	Vehicle Operating Expenses Vehicle Repairs Outside	.00	.00	.00	.00	.00	+++	.00
6550.140	Building Site Expenses Internet Access	.00	.00	.00	.00	.00	+++	.00
6550.270	Building Site Expenses Telephone	700.00	.00	.00	439.37	260.63	63%	1,007.93
6700.000	Other Maint. & Svcs For Conversion	.00	.00	.00	.00	.00	+++	.00
6700.800	Other Maint. & Svcs New Business Startup	25,000.00	.00	.00	25,000.00	.00	100%	25,000.00
6900.015	Advertising Economic Development	.00	.00	.00	.00	.00	+++	46,162.08
6900.025	Advertising Legal Advertisements	.00	.00	.00	.00	.00	+++	.00
6900.040	Advertising Personnel Advertisements	.00	.00	.00	.00	.00	+++	.00
7000.000	Travel, Training & Expense For Conversion	.00	.00	.00	.00	.00	+++	.00
7000.020	Travel, Training & Expense Board Member Allowance	2,100.00	.00	.00	.00	2,100.00	0%	521.00
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	13,575.00	.00	.00	972.77	12,602.23	7%	3,888.76
7000.115	Travel, Training & Expense Mileage	3,000.00	.00	.00	233.44	2,766.56	8%	660.03
7180	Encumbrance Expense	.00	.00	.00	.00	.00	+++	.00

ITEM 8

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Account Number	Account Description	Amended Budget	Un-posted Invoices	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	% Used	Prior Year Total
7600	Reimbursement Clearing	.00	.00	.00	.00	.00	+++	.00
9010.010	Capital Equipment New Vehicles	.00	.00	.00	.00	.00	+++	.00
Department 1801 - Economic Development Totals		\$402,264.00	\$0.00	\$0.00	\$3,711,909.75	(\$3,309,645.75)	923%	\$364,883.55
Fund 100 - General Fund Totals		\$402,264.00	\$0.00	\$0.00	\$3,711,909.75	(\$3,309,645.75)	923%	\$364,883.55
Grand Totals		\$402,264.00	\$0.00	\$0.00	\$3,711,909.75	(\$3,309,645.75)	923%	\$364,883.55

364,883.55

- 140,000.00

224,883.55

STEM \$140k

ITEM 8

2021 Proposed STAT (Skilled Trades Agriculture Tourism) Program Budget- \$40K Worcester County +\$90K from Tri County Council/Rural Maryland Development Fund + \$50K Corporate Partner Funding						
		Quantity	Rate	Time	Unit	Proposed Total
STAT Internships						
	STAT Internship Stipends 100 hours at \$16/hr ages 16-22	40	\$1,600	1	stipend	\$64,000.00
	Total					\$64,000.00
Student Stipends: Worcester STEM Internship Program and Worcester STEM Leadership Cohort						
	Worcester STEM Leadership Cohort Student Participant Stipend	30	\$250	1	stipend	\$7,500.00
	Total					\$7,500.00
Human Resources						
	Curriculum and Instruction Specialists for STAT Camps and High School Leadership Cohort (Program Faculty)	4.5	\$2,500.00	3	week	\$33,750.00
	Program Management	1	\$85.00	650	hours	\$55,250.00
	Total Human Resources					\$89,000.00
Materials/Equipment						
	Tools, Hardware, and Technology					\$2,500.00
	Software and Licensing					\$250.00
	Design & Print (Color Brochures, Flyers, Copies)					\$900.00

	Marketing/Advertising					\$1,500.00	
	Cohort Professional Development Materials					\$100.00	
	Recognition Ceremony Materials					\$100.00	
	Office Supplies					\$330.00	
	First Aid Supplies					\$50.00	
	Camp Water/Snacks					\$100.00	
	STAT Camp Consumable Materials					\$2,500.00	
	Total Materials/Equipment						\$8,330.00
Facilities and Transportation							
	Transportation - WCPS contractors	3	school buses	3	weeks	\$17,000.00	
	Gas reimbursements					\$300.00	
	Facility Fees	1	\$200.00	15	days	\$3,000.00	
	Insurance	1	\$600.00	1	annual	\$600.00	
	Total Facilities and Transportation						\$20,900.00
Total Estimated Cost							\$189,730.00
Total Proposed Budget							\$190,000.00
Total Requested County Funding							\$50,000.00
Tri-County Council Funding							\$90,000.00
Corporate Partner Funding							\$50,000.00
Over / - Under							-\$270.00



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

M E M O R A N D U M

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: January 25, 2021
SUBJECT: Ocean Pines Operations Center Project
 Construction Administration Services

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

Attached is a proposal from GMB Engineers, the Architectural Firm who designed the Operations Center in Ocean Pines, for services during the construction phase of the Operations Center Project. Tasks include:

- Preconstruction meeting;
- Monthly Progress meetings;
- Review of Submittals and Shop Drawings;
- Review Change order requests;
- Periodic site visits for the duration of the construction;
- Review of Payment requests;
- Complete final inspection and punch-list;
- Prepare Certificate of Substantial Completion;
- Review close-out documents; and
- Other services at project completion

The cost for these tasks are broken down as follows:

Task	Cost
1. Architectural/Project Administrative Services	\$62,500.00
2. Civil/Site/Structural Services	\$ 13,350.00
3. Electrical/Mechanical/Plumbing Services	\$ 2,500.00
4. Reimbursable Expenses	\$ 1,567.00
Total	\$ 79,917.00

As the designers of the project, GMB would offer the most knowledge of the project. They have extensive experience in this type of project.

We are requesting approval for GMB to complete these services. Funding for this work is available in the 2019 bond project.

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

Attachment

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



■ ■ ■ ■

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410 742.3115
PH: 800 789.4462
FAX: 410.548 5790

SAUSBURY
BALTIMORE
SEAFORD

www.gmbnet.com

■ ■ ■ ■

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MAHINEH, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDEHIEBEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, PE

JOHN E. BURNSWORTH, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

January 20, 2021

Ocean Pines Treatment Plant
1000 Shore Lane
Ocean Pines, Maryland 21811

Attn: Mr. John S. Ross, P.E.
Deputy Director of Public Works

Re: Construction Administration Phase Services
Operations Building
Ocean Pines Wastewater Treatment Plant
Ocean Pines, Maryland
GMB File No. 160049-A.

Dear Mr. Ross:

As a follow-up to our recent conversations, we submit this proposal for construction administration phase services for the above-named project. This proposal is intended to serve as an amendment to our existing contract(s) for the referenced project.

The project was bid successfully and is ready to proceed to construction when a construction contract is executed. We understand the contract will be awarded to Harkins Contracting, Inc., barring unforeseen circumstances.

We propose to furnish the following construction phase contract administration A&E professional services as described in the itemized scope of services below.

ARCHITECTURAL

1. Chair a pre-construction meeting and prepare meeting minutes.
2. Chair up to nine (9) progress meetings and prepare meeting minutes.
3. Review and process up to eight (8) change orders.
4. Perform up to eighteen (18) site observations bi-weekly with one visit coinciding with the monthly progress meeting.
5. Review up to twenty-four (24) contractor Requests for Information (RFI's).
6. Review initial construction schedule and up to eight (8) monthly schedule updates.
7. Review up to fifty (50) submittals and shop drawings required by the contract documents.
8. Review and certify up to nine (9) monthly applications for payment including final.
9. Perform one (1) punch list inspection and issue a report of our findings.



10. Prepare a Certificate of Substantial Completion.
11. Review close-out documentation including as-built, warranties, and O&M manuals required by the contract documents.
12. Perform a final inspection for acceptance.
13. Prepare a letter of recommendation for final project acceptance.

CIVIL/SITE/STRUCTURAL

1. Civil/site/structural services will be performed by GMB engineers and be complementary to the above architectural scope of work for the items connected to these professional disciplines.

ELECTRICAL/MECHANICAL/PLUMBING

1. Electrical/mechanical/plumbing services will be performed by Allen & Shariff Engineers and be complementary to the above architectural scope for the items connected to these professional disciplines. See attached proposal letter by Allen & Shariff Engineers.

FEE SUMMARY

We propose to charge for the services described above in this proposal monthly for the direct hours expended in accordance with our Schedule of Hourly Rates plus reimbursable expenses and sub consultants (see attached Schedule) within a total not-to-exceed Maximum Fee amount based on the following breakdown:

Contract Administration Services

Architectural	\$ 62,500.00
Civil/Site/Structural	\$ 13,350.00
Electrical/Mechanical/ Plumbing	\$ 2,500.00
Subtotal CA Services	\$ 78,350.00

Reimbursable Expenses @ 2%	\$ 1,567.00
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Total Not-to-Exceed Maximum Fee	\$ 79,917.00
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CONSIDERATIONS

- Contract negotiation and draft is excluded from this agreement.
- Attendance at public meetings is excluded from this agreement.
- Color 2-D/3-D renderings or other marketing materials are excluded from this agreement.
- Any item not specifically indicated herein is excluded from this agreement.
- Provide onsite field observation services, as specifically requested, based upon an hourly rate fee of \$80/hour plus direct expenses.



Worcester County
January 20, 2021
Page 3

- Additional "special" inspections required by Worcester County are excluded and can be provided as an additional service.
- The attached Schedule of Hourly Rates & Expenses and General Conditions apply to this agreement.

Thank you for the opportunity to submit this proposal and continuing our services to assist you with the new Operations Building. Please note that, at your request, the fee arrangement was changed from a Lump Sum fixed amount to an Hourly Rate fee structure, including a maximum upset amount that is a 5% fee reduction from the previous submitted proposal. It also has the potential for additional savings should the project construction phase run smoothly and finish early.

Please do not hesitate to contact us with any comments or questions.

Sincerely,

Morgan H. Helfrich AIA LEED AP
Architectural Group Leader

Peter A. Bozick, Jr., PE
East Region Director

MHH/sh

Enclosures: Schedule of Hourly Rates & Expenses
General Conditions
Allen & Shariff Proposal

APPROVED BY:

By: _____

Printed Name: _____

Date: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____



SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2021

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 210.00
Project Director	\$ 150.00 - \$ 190.00
Senior Project Manager	\$ 125.00 - \$ 170.00
Project Manager	\$ 105.00 - \$ 145.00
Assistant Project Manager	\$ 105.00 - \$ 135.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 135.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 130.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 125.00
Senior Designer	\$ 80.00 - \$ 130.00
Designer	\$ 65.00 - \$ 100.00
CADD Operator	\$ 60.00 - \$ 85.00
Construction Representative	\$ 80.00 - \$ 120.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 110.00
Senior Project Coordinator	\$ 80.00 - \$ 110.00
Project Coordinator	\$ 65.00 - \$ 100.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 40.00 - \$ 100.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 50.00 - \$ 100.00
Technician	\$ 30.00 - \$ 60.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:

Black & White	\$ 0.20
Color	\$ 0.50

Prints/Plots:

Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.

Travel:

Mileage	\$ 0.56/mile*
Subsistence (Meals & Lodging)	At Actual Cost

Overnight/Immediate Delivery

At Actual Cost

Survey Crew Rates

2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour

Other:

Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* To be adjusted annually on January 1, in accordance with the Internal Revenue Service Directives



GENERAL CONDITIONS

(Effective July 1, 2019)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing

every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Wicomico County, Maryland or the federal courts within the State of Maryland.



Extra Work Authorization (EWA) Form

Allen & Shariff Engineering, LLC is pleased to provide the services described below. The purpose of this form is to obtain your authorization for these services and to confirm the terms under which those services will be provided. The Terms and Conditions provided in the original proposal shall be considered part of this agreement.

Job Name Ocean Pines WWTP Operations Proposal Date 1/7/2021
 Job Number 1631015 EWA No. 1

Client Information

Name & Address George, Miles & Buhr, LLC
206 West Main Street, Downtown
Plaza
Salisbury, MD 21801

Contact Morgan Helfrich
 Phone 410-742-3115
 Fax _____
 Email mhelfrich@gmbnet.com

Scope of Services

Construction Phase Services (previously proposed as hourly services)

- A. Provide shop drawing review of major equipment (commodities and coordination drawings excluded).
- B. Answer questions during construction.
- C. Participate in up to three conference calls during construction.
- D. Walk the space once after construction is complete to prepare MEP punch list.

NOTE: Updated, as-built drawings and/or inclusion of final selected systems and equipment is additional, hourly services.

Fees and Payments

☐ Hourly Estimated Hourly Fee(Optional): _____
☒ Fixed Fee Amount if Fixed Fee(Required): \$2,500.00

Authorization

	CLIENT	Allen & Shariff Engineering, LLC
Signature:	_____	<i>W. Pettitt</i>
Print/ Type Name:	_____	William Pettitt
Title:	_____	Vice President
Date:	_____	1/7/2021

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
SCHEDULE NO. 46
Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

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

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: January 25, 2021
SUBJECT: Groundwater Monitoring and Analytical Services at the Central Landfill, Calendar Years 2021/2022

Attached for your review and approval is a January 8, 2021 proposal from EA Engineering for continued groundwater monitoring and analytical services at the Central Landfill Facility for calendar years 2021/2022. This work will be performed in accordance with the same terms and conditions as EA has completed in the past. This proposal is a natural extension of EA's involvement in the solid waste program at the Central Landfill as they have been our consultant for many years. The proposed lump sum of these services is \$181,798.70 which is increase of 20 percent of the 2019/2020 and representative of increase analytical and reporting requirements from MDE along with the inclusion of Cell 5. Below is a summary of additional effort necessary to meet MDE's requirements.

- Increased costs associated with laboratory analytical services and the expanded sampling, collection, and reporting efforts to include the Method 8011 analyses.
- Increased effort for field personnel and reporting requirements with MDE, which include an increase of approximately 20 additional hours per sampling event due to the additional monitoring efforts for the Method 8011 analyses.
- Increased effort for statistical analysis, interpretation of results, and report preparation, approximately 30 hours per sampling event
- As a result of Assessment Monitoring, groundwater protection standards were developed in 2017 as required by the MDE. In addition to that statistical analysis previously performed, additional statistics are now performed to determine statistical increases over groundwater protection standards each event.
- Additionally, now that Cell 5 has been constructed, statistics for the Cell 5 wells are now required and are performed each sampling event.

It is requested that the County Commissioners review and approve EA's proposal for this work as required by the Refuse Disposal Permit issued by MDE. Funding is available and will be included in current and future Solid Waste Operating Budgets for this required effort.

As and FYI, while such professional services are not required to be bid, we competitively bid the same type of groundwater monitoring services at the 3 closed landfills in the past and EA's bid came in substantially lower than other competitors for the same work. I believe this is indicative of the long history and their site knowledge and the same bid result would be true if we were to bid this work for the Central Landfill requirements.

Should you have any questions in the meantime, please do not hesitate to contact me.

Attachments

cc: Mike Mitchell



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

March 8, 2019

Dear Facility Operator:

The Maryland Department of the Environment ("Department") is providing this notice as to a change in monitoring and reporting requirements. As of July 1, 2020, the Department will require all facilities conducting monitoring regulated under Code of Maryland Regulations (COMAR) 26.04.07.09, 26.04.07.17, 26.04.07.20 and/or 40 CFR Part 258 to demonstrate compliance with the federal maximum contaminant level (MCL) for 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP).

The MCL for EDB is 0.05 µg/L and for DBCP is 0.2 µg/L. EDB and DBCP have been tentatively classified as known or suspected human or mammalian carcinogens. The maximum contaminant level goal (MCLG) for EDB is zero. However, the Environmental Protection Agency (EPA) set the MCL at 0.05 µg/L because EPA believes, given present technology and resources, this is the lowest level to which drinking water systems can reasonably be required to remove this contaminant should it occur in drinking water.

The EPA method most commonly used to analyze for organic constituents in groundwater is Method 8260B, which is a gas chromatograph/mass spectrometry method. The operational method detection limit (MDL) achieved for Method 8260B for both EDB and DBCP is 1.0 µg/L. Method 8260B is not sensitive enough to detect EDB or DBCP at their MCLs even in a laboratory sample. In contrast to Method 8260B, the MDL for EDB and DBCP using Method 8011 is approximately 0.01 µg/L; therefore, it is sufficiently sensitive to measure EDB and DCPB at their respective MCL.

As of July 1, 2020, you will be required to demonstrate compliance with the MCL by utilizing Method 8011 to analyze for EDB and DCPB. If you are unable to comply with the July 1, 2020 deadline or have questions concerning this matter, please contact Andrew Grenzer, Section Head, Investigations & Remediation Section, at (410) 537-3315 or andrew.grenzer@maryland.gov.

Sincerely,

Martha Hynson

Martha Hynson, Chief
Solid Waste Operations Division

MH:ATG:atg

cc: Ms. Kaley Laleker
Mr. Brian Coblentz



225 Schilling Circle, Suite 400
Hunt Valley, MD 21031
Telephone: 410-584-7000
Fax: 410-771-1625
www.eaest.com

January 8, 2021
Proposal No. 0791139C

Mr. John Tustin, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Re: Proposal for Groundwater Monitoring and Analytical Services at the Central Landfill Facility - Calendar Years 2021-2022

Dear Mr. Tustin:

EA Engineering, Science, and Technology, Inc., PBC (EA) is once again pleased to submit this proposal to the Worcester County Department of Public Works for sampling and reporting of groundwater, surface water, and leachate at the Central Landfill Facility (CLF) located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County. The work under this contract will be performed over a two-year period, consisting of four semi-annual monitoring events. All work will be completed by December 2022.

The scope of services for the ongoing groundwater monitoring and statistical analysis (Task 1) and reporting (Task 2) covered by this proposal includes: sampling of the required 33 on-site wells, two potable wells, two surface water locations, and four leachate collection points on both an Annual and Semi-Annual basis for a period of two years at the Central Landfill Facility as described in Attachment A. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A) established by the County and the existing Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, March 2014, Revised December 2017. EA will perform the sampling events utilizing low-flow sampling techniques for the entire site. The groundwater monitoring, analysis, and reporting for these wells and surface water bodies has been required by the Maryland Department of the Environment (MDE) for maintaining compliance with the MDE's regulations for solid waste landfill operations under the overall groundwater monitoring program for the CLF.

This proposal also includes expanded sampling and reporting to conform to the MDE requirements for the Method 8011 analysis. In accordance with MDE's letter dated 8 March 2019, the groundwater program for the CLF has been modified to include Method 8011 for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020. The Method 8011 collection and analytical effort will be included with each annual monitoring event and reported to MDE.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Maryland Spectral Services, an MDE certified independent laboratory, located in Baltimore, Maryland, to perform the required analytical services. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them. EA utilizes this laboratory for



Mr. John Tustin, P.E., Director – Worcester County DPW
January 8, 2021, Page 2 of 2

groundwater analysis at Worcester for the closed landfill groundwater monitoring program. The laboratory has agreed to hold the competitive pricing as previously established for the prior efforts for the next two years.

The cost of this effort has increased over our prior contract due to the following:

- Increased costs associated with laboratory analytical services and the expanded sampling, collection, and reporting efforts to include the Method 8011 requirements - \$16,695
- Increased effort for field personnel and reporting requirements with MDE, approximately 20 additional hours per sampling event. We continue to utilize experienced field personnel from other EA offices which perform groundwater sampling and monitoring regularly, in an effort to reduce labor costs and improve efficiency - \$8,417
- Increased effort for statistical analysis, interpretation of results, and report preparation, approximately 30 hours per sampling event - \$10,578
 - As a result of Assessment Monitoring, groundwater protection standards were developed in 2017 as required by the MDE. In addition to that statistical analysis previously performed, additional statistics are now performed to determine statistical increases over groundwater protection standards each event.
 - Additionally, now that Cell 5 has been constructed, statistics for the Cell 5 wells are now required and are performed each sampling event.

Enclosed for your consideration is the lump sum cost for these services of \$181,798.70 and is presented in a detailed breakdown in Attachment B.

The services proposed herein are a natural extension of EA's previous involvement with the Central Landfill Facility and Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives and continue to look forward to working and supporting you on this project.

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-329-5133.

Sincerely,

EA Engineering, Science, and Technology, Inc.

A handwritten signature in black ink, appearing to read 'Geoffrey A. Tizard, II, P.E.', is written over the printed name.

Geoffrey A. Tizard, II, P.E.
Senior Project Manager

Enclosures

cc: D. Kolar, P.E. (EA)
L. Oakes, P.E. (EA)

ATTACHMENT A

Scope of Services

Worcester County Central Landfill Facility

Sampling and Reporting of Groundwater, Surface Water, and Leachate

Task 1 – Field Sampling and Analysis

EA will perform two semi-annual and two annual groundwater sampling events during calendar years 2020 and 2021 at the Worcester County Central Landfill in accordance with the Facility's Refuse Disposal Permit (RDP) No. 2012-WMF-0663 and the existing approved Central Landfill Groundwater and Surface Water Monitoring Plan prepared by EA, March 2014, revised December 2017. EA will perform the sampling events utilizing low-flow sampling techniques for the entire site.

The semi-annual sampling event will occur during the spring each year and will include monitoring and sampling of:

- 22 shallow monitoring wells (MW-03S, MW-04S, MW-05SR, MW-07S, MW-08S, MW-10S, MW-11S, MW-13S, MW-14S, MW-15S, MW-16S, MW-17S, MW-18S, MW-19S, MW-20S, MW-21S, MW-22S, MW-501A, MW-502A, MW-503A, MW-504A, and MW-505A);
- 3 intermediate monitoring wells (MW-501M, MW-504M, and MW-505M);
- 2 potable wells (PW-1 and PW-2);
- 2 surface water locations (SW-1 and SW-2); and
- 4 leachate samples (Cell 1, 2, 3 and 4).

The annual sampling event will occur during the fall each year and will include monitoring and sampling of:

- 22 shallow monitoring wells (MW-03S, MW-04S, MW-05SR, MW-07S, MW-08S, MW-10S, MW-11S, MW-13S, MW-14S, MW-15S, MW-16S, MW-17S, MW-18S, MW-19S, MW-20S, MW-21S, MW-22S, MW-501A, MW-502A, MW-503A, MW-504A, and MW-505A);
- 8 intermediate monitoring wells (MW-3M, MW-4M, MW-7M, MW-8M, MW-10M, MW-501M, MW-504M, and MW-505M);
- 3 deep monitoring wells (MW-3D, MW-4D, MW-8D);
- 2 potable wells (PW-1 and PW-2);
- 2 surface water locations (SW-1 and SW-2); and
- 4 leachate samples (Cell 1, 2, 3 and 4).

Groundwater, surface water, and potable water samples will be analyzed for the parameters shown in Table I and II of the RDP (see attached). Per MDE's letter dated 8 March 2019, Method 8011 is to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-

chloropropane (DBCP) effective 1 July 2020. In addition to the Table I and II parameters, leachate will also be analyzed for semi-volatiles, pesticides, polychlorinated biphenyls (PCBs), cyanide, and sulfide. Groundwater analysis will be performed by a MDE certified independent laboratory (Maryland Spectral Services).

In accordance with the updated Central Landfill Groundwater and Surface Water Monitoring Plan and as a result of assessment monitoring, quality control samples are required by MDE for groundwater sampling of the monitoring well network at the CLF.

Quality control samples will include:

- 1 rinsate blank per sampling event
- 1 field blank per sampling date (assume 5 per event)
- 1 field duplicate sample per 10 samples (assume 4 per event)
- 1 trip blank to stay at the lab for analysis (assume 1 per event)
- 1 trip blank per sampling date (assume 5 per event)

Duplicate samples will be collected utilizing low-flow sampling techniques. The samples will be analyzed for the parameters identified in Tables I and II, as required. Per MDE's letter dated 8 March 2019, Method 8011 is to be used for the analysis of 1,2-dibromoethane (EDB) and 1,2-dibromo-3-chloropropane (DBCP) effective 1 July 2020.

In addition to sampling, EA will perform gauging of each well prior to sample collection.

Task 2 – Preparation of Groundwater Contour Maps, Statistical Analysis, Reporting, and Annual Meetings

EA will prepare four semi-annual reports on water quality containing a summary of findings and interpretive discussion of groundwater and surface water analytical results for the sampling event. The report will include the following:

- Narrative/Summary
- Statistical Analysis
- Historical Data Tables (time series format)
- Groundwater Elevations and Contour Map (historical)
- Laboratory Analytical Data (laboratory reports)
- Field Records of Well Gauging, Purging, and Sampling
- Chain of Custody
- Leachate Management Records

As a result of Assessment Monitoring, groundwater protection standards were developed in 2017 as required by the Maryland Department of the Environment (MDE). In addition to the statistical analysis previously performed, additional statistics are now performed to determine statistical increases over groundwater protection standards each event.

In the semi-annual report, EA will include leachate analytical data for the event, along with leachate management and monitoring records required under the RDP, to be provided by the County. Per the RDP, the County will also provide monthly gauging records of monitoring wells to be included in the semi-annual report. EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each sampling event.

EA will submit one copy of the report to the MDE on behalf of the County and two copies of the report to the County for each sampling event (four events total). Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the first quarter (June 30th) and 90 days following the end of the third quarter (December 31st) reporting period, unless otherwise agreed upon.

Attachment B
Worcester County Central Landfill Facility
Groundwater Monitoring and Statistical Analysis
Calendar Years 2021-2022 (Two [2] Annual and Two [2] Semi-Annual Groundwater Events)

Total Tasks 1 and 2

EA Labor	Hours	Rate	Effort
Senior Technical Review	32	\$170.00	\$5,440.00
Project Manager	24	\$226.00	\$5,424.00
Senior Civil Engineer	0	\$146.00	\$0.00
Senior Geologist	0	\$142.00	\$0.00
Geologist	360	\$72.00	\$25,920.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	84	\$120.00	\$10,080.00
Staff Engineer	328	\$83.00	\$27,224.00
Engineering Technician	36	\$84.00	\$3,024.00
CADD	16	\$85.00	\$1,360.00
Clerical	16	\$62.00	\$992.00
Word Processing	8	\$125.00	\$1,000.00
Total Personnel Effort	904		\$80,464.00
Other Direct Costs			
Office Equipment (Fax, telephone, etc.)			\$150.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.64	\$0.00
Report Preparation	40 inches	\$24.92	\$996.80
Shipping	25 ea	\$200.00	\$5,000.00
Auto	2 days	\$67.59	\$135.18
Auto mileage	600 miles	\$0.26	\$156.00
Truck	24 days	\$120.00	\$2,880.00
Truck Mileage	1440 miles	\$0.42	\$604.80
Generator	28 days	\$82.68	\$2,315.04
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	28 days	\$42.16	\$1,180.48
Water Quality Meter	28 days	\$159.00	\$4,452.00
Water Level Indicator	28 days	\$31.80	\$890.40
Supplies	4 ls	\$200.00	\$800.00
Total Other Direct Costs			\$19,560.70
Analytical			
Water Quality Analysis - Wells	116 each	\$295.00	\$34,220.00
Water Quality Analysis - Surface Waters	8 each	\$295.00	\$2,360.00
Water Quality Analysis - Potable Wells	8 each	\$295.00	\$2,360.00
Water Quality Analysis - Leachate w/SVOCs	16 each	\$605.00	\$9,680.00
Water Quality Analysis - Trip Blanks	24 each	\$65.00	\$1,560.00
Water Quality Analysis - Duplicates	16 each	\$295.00	\$4,720.00
Water Quality Analysis - Rinsate Blanks	4 each	\$295.00	\$1,180.00
Water Quality Analysis - Field Blanks	20 each	\$295.00	\$5,900.00
Water Quality Analysis - Method 8011	212 each	\$75.00	\$15,900.00
Subtotal Analytical			\$77,880.00
Mark-up on Analytical @ 5%			\$3,894.00
Total Analytical			\$81,774.00
TOTAL TASK			\$181,798.70

Attachment B
Worcester County Central Landfill Facility
Groundwater Monitoring and Statistical Analysis
Calendar Years 2021-2022 (Two [2] Annual and Two [2] Semi-Annual Groundwater Events)

Task 1 Field Sampling and Analysis

EA Labor	Hours	Rate	Effort
Senior Technical Review	0	\$170.00	\$0.00
Project Manager	8	\$226.00	\$1,808.00
Senior Civil Engineer	0	\$146.00	\$0.00
Senior Geologist	0	\$142.00	\$0.00
Geologist	360	\$72.00	\$25,920.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	32	\$120.00	\$3,840.00
Staff Engineer	0	\$83.00	\$0.00
Engineering Technician	36	\$84.00	\$3,024.00
CADD	0	\$85.00	\$0.00
Clerical	0	\$62.00	\$0.00
Word Processing	0	\$125.00	\$0.00
Total Personnel Effort	436		\$34,592.00
Other Direct Costs			
Office Equipment (Fax, telephone, etc.)			\$50.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.64	\$0.00
Report Preparation	0 inches	\$24.92	\$0.00
Shipping	24 ea	\$200.00	\$4,800.00
Auto	0 days	\$67.59	\$0.00
Auto mileage	0 miles	\$0.26	\$0.00
Truck	24 days	\$120.00	\$2,880.00
Truck Mileage	1440 miles	\$0.42	\$604.80
Generator	28 days	\$82.68	\$2,315.04
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	28 days	\$42.16	\$1,180.48
Hydrolab	28 days	\$159.00	\$4,452.00
Water Level Indicator	28 days	\$31.80	\$890.40
Supplies	4 ls	\$200.00	\$800.00
Total Other Direct Costs			\$17,972.72
Analytical			
Water Quality Analysis - Wells	116 each	\$295.00	\$34,220.00
Water Quality Analysis - Surface Waters	8 each	\$295.00	\$2,360.00
Water Quality Analysis - Potable Wells	8 each	\$295.00	\$2,360.00
Water Quality Analysis - Leachate w/SVOCs	16 each	\$605.00	\$9,680.00
Water Quality Analysis - Trip Blanks	24 each	\$65.00	\$1,560.00
Water Quality Analysis - Duplicates	16 each	\$295.00	\$4,720.00
Water Quality Analysis - Rinsate Blanks	4 each	\$295.00	\$1,180.00
Water Quality Analysis - Field Blanks	20 each	\$295.00	\$5,900.00
Water Quality Analysis - Method 8011 Wells	212 each	\$75.00	\$15,900.00
Subtotal Analytical			\$77,880.00
Mark-up on Analytical @ 5%			\$3,894.00
Total Analytical			\$81,774.00
TOTAL TASK			\$134,338.72

Attachment B
Worcester County Central Landfill Facility
Groundwater Monitoring and Statistical Analysis
Calendar Years 2021-2022 (Two [2] Annual and Two [2] Semi-Annual Groundwater Events)

Task 2 Preparation of Groundwater Contour Maps, Statistical Analysis, Reporting, and Annual Meetings

EA Labor	Hours	Rate	Effort
Senior Technical Review	32	\$170.00	\$5,440.00
Project Manager	16	\$226.00	\$3,616.00
Senior Civil Engineer	0	\$146.00	\$0.00
Senior Geologist	0	\$142.00	\$0.00
Geologist	0	\$72.00	\$0.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	52	\$120.00	\$6,240.00
Staff Engineer	328	\$83.00	\$27,224.00
Engineering Technician	0	\$84.00	\$0.00
CADD	16	\$85.00	\$1,360.00
Clerical	16	\$62.00	\$992.00
Word Processing	8	\$125.00	\$1,000.00
Total Personnel Effort	468		\$45,872.00
Other Direct Costs			
Office Equipment (Fax, telephone, etc.)			\$100.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.64	\$0.00
Report Preparation	40 inches	\$24.92	\$996.80
Shipping	1 each	\$200.00	\$200.00
Auto	2 days	\$67.59	\$135.18
Auto mileage	600 miles	\$0.26	\$156.00
Truck	0 days	\$120.00	\$0.00
Truck Mileage	0 miles	\$0.42	\$0.00
Generator	0 days	\$82.68	\$0.00
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	0 days	\$42.16	\$0.00
Hydrolab	0 days	\$159.00	\$0.00
Water Level Indicator	0 days	\$31.80	\$0.00
Supplies	0 ls	\$200.00	\$0.00
Total Other Direct Costs			\$1,587.98
TOTAL TASK			\$47,459.98

Attachment B
Worcester County Central Landfill Facility
Groundwater Monitoring and Statistical Analysis
Calendar Years 2021-2022 (Two [2] Annual and Two [2] Semi-Annual Groundwater Events)

Task 1: Field Sampling and Analysis

	Senior Technical Reviewer	Project Manager	Mid Level Engineer	Staff Engineer	Engineering Technician	CADD	Geologist
Ground Water Gauging Events	0	4	12	0	0	0	100
Ground Water Quality Testing	0	4	20	0	36	0	260
Total - Task 1	0	8	32	0	36	0	360

Task 2: Preparation of Groundwater Contour Maps, Statistical Analysis, Reporting, and Annual Meetings with Department of Public Works

	Senior Technical Reviewer	Project Manager	Mid Level Engineer	Staff Engineer	CADD	Clerical	Word Processing
Statistical Analysis	16	4	16	184	0	0	0
Ground Water Contour Plan	4	2	4	24	16	0	0
Ground Water Report	12	6	20	120	0	16	8
Annual Meeting with DPW	0	4	12	0	0	0	0
Total - Task 2	32	16	52	328	16	16	8



EA as used herein means EA Engineering, Science, and Technology, Inc., PBC

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions** The following terms shall have the meanings set forth below whenever they are used in this Agreement:
 - a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
 - b) "Documentation" shall mean deliverable documentation as described in the SOW.
 - c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
 - d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering** EA services sought by the Client shall be ordered as follows:
 - a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
 - b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
 - c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation / Billing** EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

CONSULTING SERVICES CONTRACT

Contract # _____

Date: _____

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20 percent.



CONSULTING SERVICES CONTRACT

Contract # _____

Date: _____

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and

(2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

5. **Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and

**CONSULTING SERVICES CONTRACT**

Contract # _____

Date: _____

consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due to undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability** If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights** EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment** EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law** This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

ATTACHMENTS

Exhibit A Statement of Work
(May be added by reference to EA Proposal Letter(s))

Exhibit B EA Price Schedule, and/or
EA Labor Rates and,
EA Equipment Cost Rate Schedule
(May be added by reference to EA Proposal Letter(s))

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY,
INC., PBC**

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Julianne A. Oberg, Deputy Secretary

Forest Pest Management

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

410.841.5922 Baltimore/Washington
410.841.5835 Fax
800.492.5590 Toll Free

December 22, 2020

Mr. Harold Higgins, Chief Administrative Officer
Worcester County Commissioners
One W. Market St., Room 1103
Snow Hill, MD 21863-1195



Dear Mr. Higgins,

Thank you for your past participation in the Maryland Department of Agriculture's Forest Pest Management (FPM) Program for management of gypsy moth for Worcester County and its citizens. The goal of the FPM Program is to identify developing pest infestations and to be able to respond appropriately before significant damage occurs.

The purpose of this letter is to inform you that we have identified one area where gypsy moth populations may cause defoliation in Worcester County (see attached map) and to ask if Worcester County is interested in participating in a gypsy moth aerial suppression project the spring of 2021. The county is cost sharing only on non-state owned lands. The County would cost share \$35.00 per acre if we get a federal grant, and \$55.00 per acre without. Approximately 88 acres qualifies for suppression for an estimated cost share of \$3,080 with federal grant and \$4,840 without.

Please, let us know by January 15, 2021 if you will be able to participate.

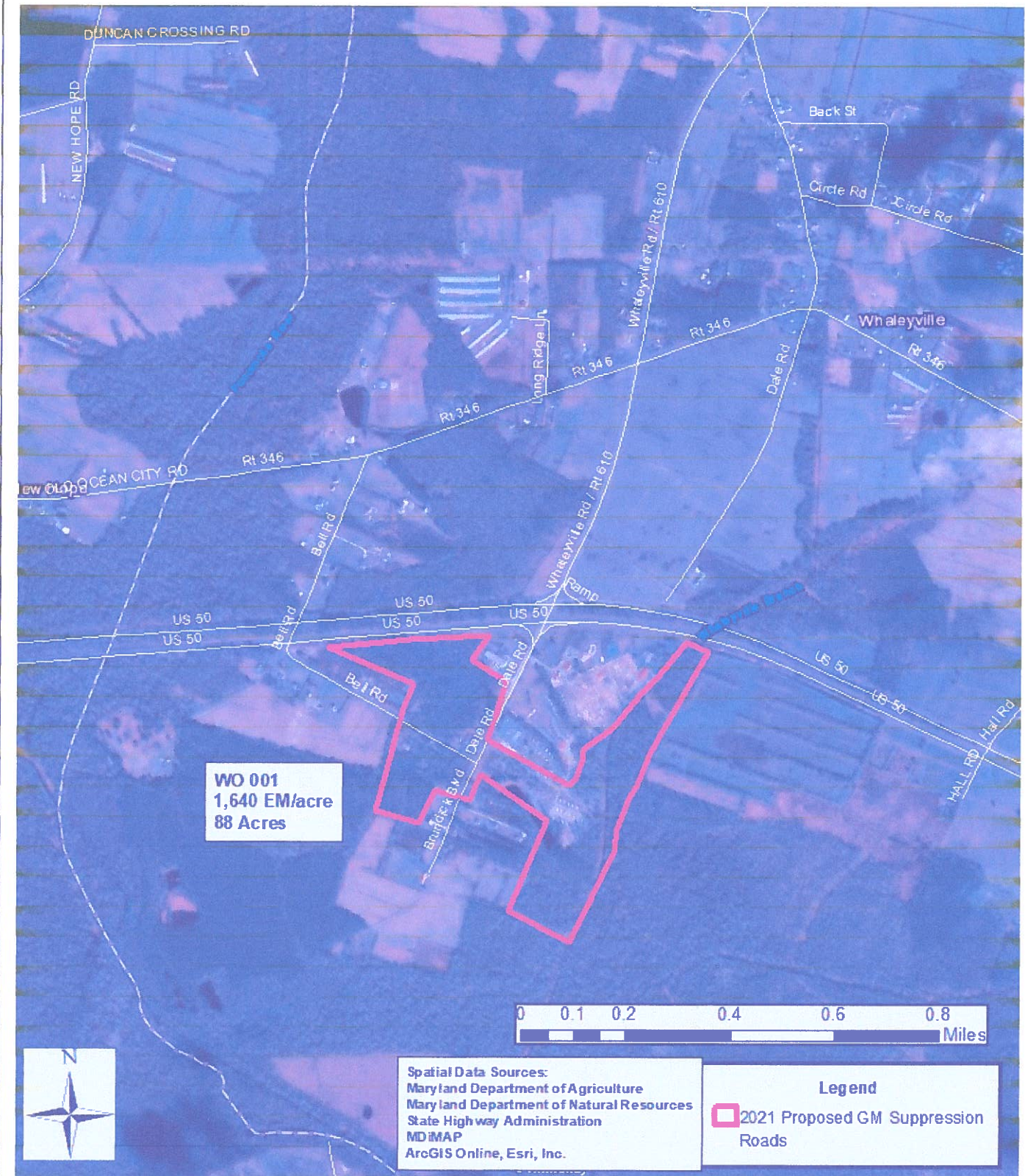
Thank you for working with us to protect our valuable rural and urban forest resources. If you have any questions regarding the Forest Pest Management Program or would like information on any forest pests, do not hesitate to contact us. Our local office contact information is: MDA, FPM, 28577 Mary's Court Suite 4, Easton, Maryland 21601. (Telephone: 410-822-8234. Email: heather.disque@maryland.gov).

Sincerely,

Heather Harmon Disque
Regional Entomologist

ACAO Note: This requires authorization for an over-expenditure. Also, according to the state, it is likely to include a federal grant.

**Maryland Department of Agriculture
Forest Pest Management
2021 Proposed Gypsy moth Suppression Blocks
Worcester County**





Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Request to Utilize Encumbered Funds**
Groundwater Protection Report (GPR)

Date: January 25, 2021

The *Master Water and Sewerage Plan* contains an Appendix A which contains our Groundwater Protection Report (GPR). This report was prepared in the late 1980s and approved by MDE on July 10, 1989. These reports were prepared by most of the counties on the Eastern Shore in response to revised onsite sewage regulations enacted by the Maryland Department of the Environment (MDE) in 1985. These reports were designed to protect groundwater by specifying minimum lot sizes, methods of construction, and treatment zones with differing sewage disposal options. These reports can be modified as additional information is gained to better delineate management areas or refine management strategies. While the modifications to the GPR are permitted, only one county on the shore has modified their report to date.

Worcester County has properties where lots and subdivisions were evaluated before the GPR existed that predate the GPR and those lots are subject to certain conditions and given specific rights under Maryland law. Some of these older lots have not been built on yet, but are starting to be developed as builders and owners look elsewhere in the County to build additional homesites. We are also encountering challenging conditions with replacement systems in these subdivisions that need to be reviewed as well.

We are proposing to use the services of Mr. Cliff Stein from Earth Data, Inc. to consult with us to examining policies for reviewing new and replacement systems for pre-approved lots and the GPR itself for potential revisions. The County has utilized the services of Earth Data before and Mr. Stein even conducted a past soils training class here for our staff and staff from adjacent counties. He was a regional consultant for the Maryland Department of the Environment, worked on the regulations at the time the GPR's were written, and together with the founder of their firm, Mark

Williams, are the last remaining credible bridge to the code and statute renovations done by the state at that time. They would be able to provide and defend any recommendations for changes or modifications to our procedures and/or the GPR.

We are seeking the County Commissioners' approval to utilize these services, which should be in the range of \$5,000 to \$10,000, to review potential changes/modifications to the GPR, which is an Appendix to the *Master Water and Sewerage Plan*. The Department of Environmental Program does have encumbered funds to cover the cost for this consultant in a match program for rural legacy land protection in Account #100.1702.7180. We have utilized funding from this account in the past for the current ongoing work on the comprehensive update to the *Master Water and Sewerage Plan*. I did not include a GPR review in that comprehensive update work scope as the contractor, Davis Bowen and Friedel, does not have the specialized experience necessary to undertake that specific review.

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

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


cc: Kathy Whited/Budget Officer



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Maryland Community Resilience Grant**
Selsey Road Project Grant Extension

Date: January 25, 2021

As you are aware, Worcester County was awarded funding from Maryland's Department of Natural Resources (DNR), Chesapeake and Coastal Division, for a Community Resilience Grant to assist with coastal impacts of climate-related hazards. The planned restoration is for the Selsey Road area, a part of the larger Cape Isle of Wight community in West Ocean City. This demonstration project is an excellent opportunity to contribute to building coastal storm resiliency within the Cape Isle of Wight community and other local communities. We have recently supported a DNR application for supplemental funding of the construction work for this project.

Attached you will find a memo from DNR to Katherine Munson regarding the delay and the modification paperwork. While the design and permit applications have been completed according to schedule, there have been delays because of the COVID pandemic in the processing of those items by reviewing agencies along with the state selection of an out-of-town title company that were beyond our control. We were active last year in seeking the onsite meetings with federal and state agency staff when they were cleared for field meetings, to facilitate their reviews. We had expected state and federal reviews to be by October-November of this year. They are still processing our submittals at this time.

We are seeking approval for the attached grant modification so we may be able to complete this permitting phase and proceed into the construction phase. DNR has funding budgeted for the construction portion of the project in the neighborhood of \$1MM.

We have attached the grant modification and would respectfully recommend the County Commissioners authorize President Mitrecic's signature so we can extend this contract, hopefully for the last time.

If you have any questions or need any additional information please let me know.

Attachments

cc: David Bradford
Katherine Munson
Jenelle Gerthoffer



*Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary*

January 22, 2021

MEMORANDUM

TO: Katherine Munson
Worcester County Department of Environmental Programs

FROM: Nicole Carlozo, Chesapeake & Coastal Service

SUBJ: Selsey Road Shoreline and Marsh Design
(Coastal Resiliency Grant FY19)

Please find attached one (1) copy of the grant modification with updated scope of work for the project identified above. Due to the current health crisis and the need for electronic signatures, this modification may be executed in multiple counterparts, each of which shall be deemed an original. Please have this document electronically signed and witnessed, and return to me via email. Please leave the date blank.

Once all signatures are obtained, a completely executed copy of the grant modification will be returned to you electronically.

Thank you very much for your assistance. I look forward to finalizing this grant modification and sending you an executed copy. If you have any questions, please feel free to e-mail me at: nicole.carlozo@maryland.gov.

Nicole Carlozo
MD Department of Natural Resources
580 Taylor Ave E-2
Annapolis, MD 21401

Attachments

605P9400065
14-19-2457 CRP
Grant Agreement Number

Modification Number Two

to

State of Maryland
Department of Natural Resources
Coastal Resiliency Program
Capital Projects Grant Agreement

entered into this ____ day of _____, 20__.

between the

State of Maryland

Department of Natural Resources

Chesapeake and Coastal Service

and

County Commissioners of Worcester County

Pursuant to the terms of the Grant, dated 7 September 2018, between the State of Maryland acting through the Department of Natural Resources, Chesapeake and Coastal Service and County Commissioners of Worcester County regarding provision of assistance in design and permit acquisition for a shoreline stabilization and marsh restoration project utilizing climate-resilient natural features along the Isle of Wight Bay in Worcester County, the Grant is amended to incorporate the following changes. The purpose of this Modification is to provide a no-cost extension to the end date of the Grant to August 31, 2021.

In the event of any conflict or incongruity between the provisions of this amendment and any of the provisions of said Grant as heretofore amended, the provisions of this amendment

14-19-2457 CRP
Modification #2

shall in all respects govern and control. Except as amended, all other terms, conditions and provisions of the Grant shall remain in full force and effect.

1. PURPOSE

The Scope of Work of this Grant is modified per Exhibit A.

2. GRANT

The amount of this Grant shall not be modified. No additional funds are being provided to the Grantee.

3. TERMINATION OR REDUCTION OF AUTHORIZATION

Termination or reduction of authorization shall not be modified.

4. DISBURSEMENT OF GRANT

Disbursement of this Grant shall not be modified.

5. LIMITATIONS ON USE

Limitations on use shall not be modified.

6. TERM

The term of this Grant shall be from September 1, 2018 through August 31, 2021.

7. KEY PERSONNEL

Key personnel shall not be modified.

8. PAYMENT PROCEDURE

The payment procedure of this Grant shall not be modified.

9. REPORTS AND DELIVERABLES

Reports and deliverables for this Grant shall not be modified.

10. PROJECT MANAGEMENT

Project management shall not be modified.

14-19-2457 CRP
Modification #2

11. COMMUNICATIONS

Communications shall not be modified.

All other activities remain the same.

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.

IN WITNESS WHEREOF, the parties have executed this Amendment by causing the

same to be signed on the day and year first above written.

WITNESS:

GRANTEE:

By:

Joseph M. Mitrecic, President
County Commissioners of Worcester
County



WITNESS:

STATE OF MARYLAND DEPARTMENT OF
NATURAL RESOURCES:

By:

Matthew J. Fleming, Director
Chesapeake and Coastal Service

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

By:

Rachel Eisenhauer
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

14-19-2457 CRP
Modification #2

The Scope of Work is revised as noted below:

Exhibit A

SCOPE OF WORK

Project Title: Selsey Road Shoreline and Marsh Design

Budget: State: \$50,000.00
Leveraged: \$ 0.00
 Total: \$50,000.00

Funding Period: September 1, 2018 – August 31, 2021 (**REVISED)

Funding Recipient: Worcester County Commissioners

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

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

Phase II: Construction (FY22) (**REVISED)

Phase III: Monitoring and Maintenance for Adaptive Management (FY22)

Reporting/Documentation Requirements:

Chesapeake & Coastal Service (CCS) has a web-based interface, *CCS Grants Online*. The Grantee will submit reports and deliverables using *CCS Grants Online* at <http://mesgis.com/GrantsOnline>. The CCS contact for this project is Jackie Specht (jackie.specht@maryland.gov; 410.260.8801). Please contact this person with any questions or issues as they arise.

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

14-19-2457 CRP
Modification #2

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

Time Frame

September 1, 2018 – September 30, 2018
October 1, 2018 – December 31, 2018
January 1, 2019 – March 31, 2019
April 1, 2019 – June 30, 2019
July 1, 2019 – September 30, 2019
October 1, 2019 – December 31, 2019
January 1, 2020 – March 31, 2020
April 1, 2020 – June 30, 2020
July 1, 2020 – September 30, 2020
October 1, 2020 – December 31, 2020
January 1, 2021 – March 31, 2021
April 1, 2021 – June 30, 2021
July 1, 2021 – August 31, 2021

Due Date

October 15, 2018
January 15, 2019
April 15, 2019
July 15, 2019
October 15, 2019
January 15, 2020
April 15, 2020
July 15, 2020
October 15, 2020
January 15, 2021
April 15, 2021 (REVISED)**
July 15, 2021 (ADDITIONAL)**
August 31, 2021 (FINAL)

All other information remains unchanged.



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, CPA, Chief Administrative Officer

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

Subject: DNR Grants Gateway FY21 Grant Award
Bainbridge Pond SWM Project
Signature on Grant Agreement

Date: January 13, 2021

The County received the award for this project last year pending authorization of capital funds from the Board of Public Works (BPW). We have been working on revising grant scope and the schedule with OPA and MD-DNR. The grant award is now \$463,300, with the potential to go to \$482,337 with reimbursable expenses for project management of onsite construction services.

This grant was item #4 at the August 18, 2020 meeting of the Worcester County Commissioners. I have highlighted and circled the minutes. While they did not approve at that meeting per se, they did leave it to the district representatives, Jim and Chip, to meet with us to revise plans to get this moving forward. That meeting was subsequently completed and you and I accompanied Chip to an OPA Director's meeting where the project was discussed. At that meeting Chip indicated to both of us he approved this project and he would talk with Jim as well. This was done because a SWM easement purchase was eliminated from this project's scope.

Can we get Commissioner Mitrecic's signature on this document so I may turn this document back to the state to go before BPW.

Attachments:

1. Agreement for Signature
2. County Commissioner Meeting Minutes, August 18, 2020

cc: Bainbridge SWM Project File

State of Maryland
Department of Natural Resources

Chesapeake & Atlantic Coastal Bays 2010 Trust Fund

Grant Agreement for Capital Projects – Bond Funds

This Grant Agreement, entered into this _____ day of _____, 20____ by and between the State of Maryland, Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 (hereinafter “Department”) and

Worcester County Government
1 West Market Street, Government Center, Room 1306, Snow Hill, MD 21863
Federal Tax ID # 52-60001064
(hereinafter “Grantee”).

WHEREAS, there is a Chesapeake & Atlantic Coastal Bays 2010 Trust Fund (“Trust Fund”), established with the purpose to provide financial assistance necessary to advance Maryland’s progress in meeting the goals established in the Chesapeake Bay Watershed Agreement for the restoration of the Chesapeake Bay and the Atlantic Coastal Bays and their tributaries by focusing limited financial resources on nonpoint source pollution control projects in all regions of the State of Maryland, as set forth in Annotated Code of Maryland, Natural Resources Article §8-2A-01 et seq.; and

WHEREAS, the Bay Cabinet agencies administer the Trust Fund in accordance with the Trust Fund final work and expenditure plans, including distribution of funds through grants to counties, bicounty agencies, municipalities, forest conservancy district boards, soil conservation districts, academic institutions, and nonprofit organizations that have a demonstrated ability to implement nonpoint source pollution control projects; and

WHEREAS, funding has been appropriated for the Trust Fund by the General Assembly for Fiscal Year 2014, including funding from General Obligation Bonds to be disbursed in grants to certain entities, for the purposes set forth in Code, Natural Resources Article § 8-2A-01 et seq. and particularly for Capital Projects; and

WHEREAS, the Grantee has been selected by the Bay Cabinet to receive such grant assistance from the Trust Fund, and the Grantee has agreed to the provisions contained herein and in the Scope of Work attached to this Agreement and incorporated by reference herein as Exhibit “A”;

WHEREAS, the Grantee has been selected by the Bay Cabinet to receive such grant assistance from the Trust Fund, and the Grantee has agreed to the provisions contained

herein and in the Capital Improvement Qualifications and Terminology” attached to this Agreement and incorporated by reference herein as Exhibit “B”;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the receipt of a Grant in the amount of Four Hundred Eighty Two Thousand Three Hundred Thirty Seven Dollars and zero cents (\$482,337.00), the parties agree to the following provisions:

1. This Grant Agreement (hereafter “Agreement”) shall become effective on March 1, 2021 and shall expire without notice on December 31, 2021. This Agreement may be amended only by a writing signed by both parties.
2. Unless the Grantee is a unit of the Department of Natural Resources, the Grantee acknowledges that it is neither an agent nor an employee of the Department, but is an independent entity.
3. The Grantee shall be responsible for identifying and acquiring all supplies and materials necessary for performance of all work, and for withholding any taxes and social security payments due in relation to this Agreement. The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Agreement as set forth in the attached Scope of Work (Exhibit A). The Scope of Work (Exhibit A) is hereby incorporated into this Agreement and is made an integral part of this Agreement.
4. No work may be initiated under this Agreement until the Grantee has been instructed in writing to proceed by the Department. **The Grantee shall prosecute all work continuously and diligently, and in accordance with the time schedule set forth in this Agreement or otherwise approved by DNR and noted in the scope of work.** Time is of the essence of this Agreement.
 - (a) By three months after the start date of the Grant Agreement, the Grantee shall submit designs at 50% completion or greater and/or at a level that meets necessary permit application requirements;
 - (b) By five months after the start date of the Grant Agreement, the Grantee shall submit all necessary permit applications to the appropriate approving authority;
 - (c) By one year after the start date of the Grant Agreement, the Grantee shall demonstrate that the Capital Project is ready for bid for construction. Grantee shall fulfill this obligation by submission to the Department of copies of all notices to bidders/invitations for bids.
5. Capital Improvement Qualifications and Terminology (Exhibit B) is hereby incorporated into this Agreement and is made an integral part of this Agreement.
6. The Grantee shall secure sufficient funds to pay for all costs of the Capital Project not financed by this Grant. If the Grantee fails to obtain the necessary funding, the Grantee shall notify the Department immediately of its inability to proceed with the project due to inadequate funding. The Department retains the right, in its exclusive discretion, to

terminate this Grant immediately upon such notification from the Grantee, and to re-program all Grant funds to other eligible projects.

7. The Grantee shall not sublet, assign, or transfer this Agreement or any portion thereof without prior written consent of the Department. Unless otherwise specified in writing, the Grantee agrees that all reports, drawings, studies, estimates, maps, and computations prepared by or for it under the terms of the Agreement shall be delivered upon request to, and become the property of, the Department upon termination or completion of the work.

8. (a) Funds paid to the Grantee under this Agreement shall be used only for the purposes set forth in this Agreement and the particular Capital Project identified in the Scope of Work. The Grantee shall submit billings for the expenses authorized for the work under this Agreement in accordance with the payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, the Grantee shall submit billings for time periods ending March 31, June 30, September 30, and December 31 of each year. Each billing shall identify the progress made in relation to the schedule, and the amount of payment requested. The Grantee shall submit a final invoice no later than 30 days after the date of expiration of this Agreement set forth in Paragraph 1, above.

(b) The Grantee shall follow cost accounting practices acceptable to the Department. Payments will be made only for the costs authorized under in the Scope of Work. Billings shall be due and payable within 30 days of receipt by the Department. The Grantee agrees that no claims or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

9. The Grantee shall submit quarterly status/progress reports to the Department at the same time as the billing submissions required under Paragraph 7, above. Each status report shall contain the information required by Code, Natural Resources Article § 8-2A-04(e) for work performed during that quarter. Payment of the costs identified in the billing submissions is contingent on the Department's satisfaction with the Grantee's progress in the work. At the end of the term of the Agreement, the Grantee shall submit a final report, as described in the Scope of Work.

10. In the performance of its activities with a Grant from the Trust Fund pursuant to this Agreement, the Grantee shall conform to Federal, State, and local laws and regulations and to the specifications contained in the attached Scope of Work. The Grantee shall obtain and maintain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Agreement. In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement, unless the Grantee requests, and the Department agrees in writing, to amend this Agreement to modify or waive one or more provisions. The Department retains the right, by written direction to the Grantee, to at any time make any change in the work within the general scope of the Agreement.

11. The Department shall have the right, during normal business hours, to enter upon and inspect the lands, equipment, records, and property owned or used by the Grantee in

connection with this Grant, to determine the Grantee's compliance with the terms and conditions of this Agreement. The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Should the Department determine that Grant funds have been expended for activities outside the Scope of this Agreement, the Grantee, on demand by the Department, shall reimburse the Department for all such funds.

12. (a) Subject to the obligations and conditions set forth in this Agreement, title to equipment or personal property acquired with funds under this Agreement by the Grantee or a subgrantee will vest upon acquisition in the Grantee or subgrantee respectively. Title to real property will vest in the State. The Grantee and subgrantee shall maintain the equipment, and real and personal property, in good order, and shall employ adequate safeguards to prevent loss, damage, or theft of the property.

(b) For any item of real or personal property, including equipment, acquired with Grant funds which has an original per-unit fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the duration of this Agreement or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. In case of loss, theft, or damage of the insured property, proceeds of insurance required by this paragraph shall be applied towards replacement of the property or towards the partial or total repayment to the State of the Grant, in the sole discretion of the Department.

(c) Equipment shall be used by the Grantee or subgrantee for the project or work for which it was acquired as long as needed, whether or not the project or work continues to be supported by Trust Fund Grant funds.

(d) The Grantee or subgrantee may not use equipment acquired with Trust Fund Grant funds to provide services for a fee to compete with private companies that provide equivalent services, unless specifically allowed by federal or state law.

(e) When no longer needed for the project or work under this Agreement, the equipment may be used in other work or projects currently or previously supported by a State agency. The Grantee or subgrantee may acquire replacement equipment, and may use the original equipment to be replaced as a trade-in to offset the cost of the replacement equipment, subject to the approval of the Department.

13. (a) When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, personal property and equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold, or otherwise disposed of by the Grantee.

(b) When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of five thousand dollars (\$5,000.00) or more may be retained or sold, and any proceeds from a disposition shall be applied to repay to the State a percentage of the portion of the Grant allocable to the property disposed of, unless the Grantee and the Department agree

to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted bases of the property that would remain if the property had been recovered property placed in service after 1986 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ARCS) specified in the 26 U.S.C. § 168.

14. This Agreement shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any questions arising hereunder.

15. The Grantee agrees that it will not discriminate in any matter against an employee or applicant for employment because of sex, race, age, color, religion, creed, marital status, ancestry, national origin, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; and Grantee agrees to include a provision similar to that contained herein in any subcontract except a subcontract for standard commercial supplies or raw materials; and to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this Paragraph.

16. The Grantee hereby represents and warrants that it and any subcontractor it hires is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

17. To the fullest extent permitted under applicable law, the Grantee shall indemnify and save harmless the State and the Department from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the State or the Department arising out of or as a result of this Agreement. To the fullest extent permitted by law, the Grantee is responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees, or sub-contractors, arising out of or in connection with its performance under this Agreement until all services under this Agreement are declared accepted by the Department. The indemnification and obligation of the Grantee is limited to its liability under the Local Government Tort Claims Act as set forth in Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended from time to time.

18. (a) Except as provided in subparagraph (b) of this Paragraph, this Agreement may be terminated in writing by either party upon thirty (30) days written notice to the other party. Service of any notice required under this Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative of the party at the address listed in the Agreement.

(b) Time is of the essence of this Agreement. The Grantee's failure to meet any one of the timelines, milestones, and/or obligations set forth in this Agreement and the Scope of Work is cause for the Department's immediate termination of the Agreement for default, in the Department's sole discretion, without necessity of prior written notice or opportunity to cure. Termination of the Agreement under this subparagraph (b) is not subject to dispute under Paragraph 19.

19. Any disputes between the Department and the Grantee related to this Agreement shall be presented in writing by the party asserting the dispute, to the other party. The written statement shall set forth the nature and, if applicable, the monetary value of the dispute, and the facts on which the dispute is based. The parties agree that they will work diligently and in good faith to resolve any dispute, and that, pending the resolution of the dispute, the Grantee will proceed with the work under this Agreement.

20. The Department may instruct the Grantee to terminate the performance of work under this Agreement in whole, or from time to time in part, whenever the Department determines that such termination is in the best interest of the Department. If the Department exercises its rights under this Paragraph, the Department will pay all reasonable costs associated with the Grantee's work under this Agreement, which the Grantee has incurred and has documented, up to the date of termination.

21. If the Department terminates this Agreement for default, all finished or unfinished work accomplished by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for any satisfactory work prior to termination, less the amount of any set-off or damage caused by the Grantee's breach of its obligations. The Grantee is liable after termination, and the Department retains the right to collect, any and all monies owed to the Department under this Grant.

22. This agreement embodies that whole agreement of the parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.

23. The parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Agreement:

Robert Mitchell Director of Environmental Programs
410-632-1220x1601 bmitchell@co.worcester.md.us

Alternate: Colby Phillips – OPA Director of Operations
410-251-3500 cphillips@oceanpines.org

Should any of these individuals become unavailable during the term of this Agreement, the Grantee shall assign personnel of equivalent capability to the work. Prior written approval of the Department is required for any substitution of key personnel, which approval may be denied at the Department's sole discretion. If the Grantee is unable to provide substitute personnel acceptable to the Department, the Department may, at its option, terminate this Agreement, or require an equitable adjustment in the Grant to account for the loss of key personnel.

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

Ari Engelberg
410-260-8734; ari.engelberg@maryland.gov

Department Representative

Robert Mitchell, Director of Environmental Programs
410-632-1220x1601 bmitchell@co.worcester.md.us

Grantee Representative

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Electronic Signatures. Signatures provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail or by an electronic signature program, shall be deemed to be original signatures.

IN WITNESS THEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

GRANTEE

Witness

Joseph M. Mitrecic, President
Worcester County Commissioners

**STATE OF MARYLAND
DEPARTMENT OF NATURAL
RESOURCES**

Witness

Matthew J. Fleming, Director
Chesapeake and Coastal Service

THIS CHESAPEAKE AND ATLANTIC COASTAL BAYS 2010 TRUST FUND GRANT AGREEMENT FORM – CAPITAL PROJECTS- HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.

Rachel Eisenhauer
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources
April, 2014

Exhibit A
SCOPE OF WORK

Project Title: Shingle Landing Prong Watershed – Bainbridge Pond and Swale Retrofit

Budget:	State (Trust Fund):	\$482,337.00
	<u>Leveraged Funds:</u>	<u>\$ 328,022.00</u>
	Total:	\$ 810,359.00

Funding Period: March 1, 2021 – December 31, 2021

Funding Recipient: County Commissioners of Worcester County, MD

1. Background

Worcester County government, in cooperation with the Ocean Pines Association, proposes to provide water quality treatment to the stormwater runoff leaving a large portion of the Ocean Pines community prior to its entering Shingle Landing Prong, a tributary to the Isle of Wight Bay, through the retrofit of existing Bainbridge Pond and associated outfall channels within the Ocean Pines (OP) development. Retrofits proposed to Bainbridge Pond, which currently serves as an amenity for Ocean Pines residents, include upgrades to bring it into compliance with current Maryland Department of the Environment (MDE) wet pond (P-2) regulations through the introduction of forebays, wetland benches, a proper outfall structure, and improved dam embankment which will enable the facility to treat a P_e of ± 2.0 " (thereby removing 80% of Suspended Solids, 63% of Phosphorus, and 40% of Nitrogen draining to it). In addition, the pond's existing outfall channels are to be improved through the removal of compacted legacy materials and clay soils, and their replacement with a sand/planting material media (similar to a bioswale) to increase hyporheic interaction, improve the benthic environment, and aid in flood protection resiliency. Through these improvements, approximately 40 Acres of currently untreated impervious urban runoff (within a total ± 115 -acre watershed) will be treated by MDE approved technologies.

The Maryland Department of the Environment (MDE) has identified Ocean Pines as an "Area of Interest" in their 2014 Total Maximum Daily Load (TMDL) of Nitrogen and Phosphorus for Assawoman Bay, Isle of Wight Bay, Sinepuxent Bay, Newport Bay, and Chincoteague Bay in the Coastal Bays Watershed in Worcester County, Maryland. Specifically, MDE has identified the receiving waters of Shingle Landing Prong as

requiring "...the highest nutrient reductions in order to meet water quality standards, i.e., Maximum Practical Anthropogenic Reduction reductions." The TMDL indicated that Shingle Landing Prong requires a 45% Nitrogen Reduction and 25% Phosphorus reduction goal.

Furthermore, the Maryland Coastal Bays Program Watershed Plan, dated September 2019, as prepared by the Center for Watershed Protection (CWP) for Worcester County government increases these removal goals for the Shingle Landing Prong to reflect a reduction goal of 57% for Total Nitrogen and 39% for Total Phosphorus. The Watershed Plan also indicates that while the Shingle Landing Prong contains 1,785 acres of "urban" areas, to date there have been "0.00" acres treated by urban stormwater BMP's within the watershed since establishment of the TMDL Baseline of 2005.

In addition, The Maryland Coastal Bays Program Comprehensive Conservation Management Plan (CCMP) Water Quality Goal 1 is to "decrease nutrient loading throughout the watershed," while CCMP Water Quality Goal 1.4 is to "reduce stormwater runoff from residential and developed areas."

At the County level, the 2006 Worcester County Comprehensive Plan also makes several references to the proposed site location. In Chapter 7, Transportation, Beauchamp Road is specifically referenced as a "...collector (that) provides primary access to uses along its west side and secondary access to Ocean Pines truck route. Determine options for correcting drainage problems in the vicinity and take corrective action." Chapter 3 of the Comprehensive Plan includes a list of County objectives to preserve and improve the County's resources, including: Objective 6 – Improve water bodies on the "Impaired Water Bodies 303(d) List" to the point of their removal from this list, and Objective 7 – Meet the Total Maximum Daily Load standards. Early sections of the Ocean Pines development (totaling 115 acres) were developed to drain through Bainbridge Pond, which was created through excavation to serve as an amenity for Ocean Pines' residents (figure 1).

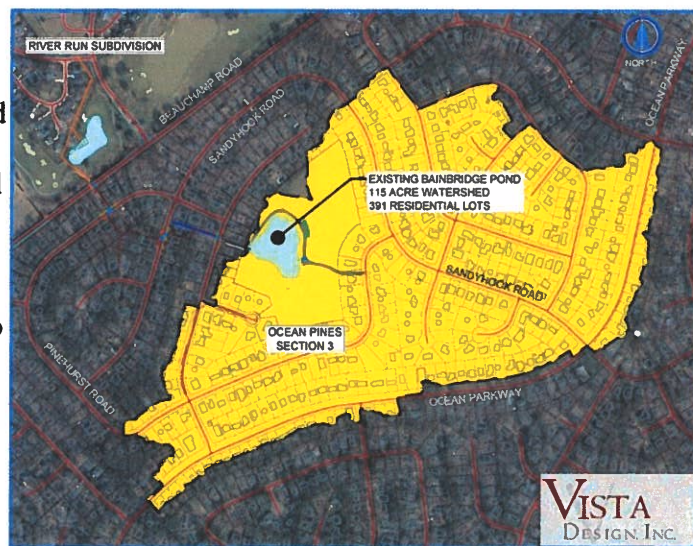


Figure 1: Bainbridge Pond drainage area (115 acres total).

The pond has been adequately maintained since its original construction, and while it is currently providing very limited water quality benefits (primarily from sediment settlement due to simple pond storage) it is not considered as providing full water quality treatment to upstream areas due to its lack of modern water quality treatment design characteristics (e.g. – forebays, wetland benching, adequate outfall controls, minimum depths, etc.). Retrofits to Bainbridge Pond will seek to bring the pond into compliance with current MDE wet pond (P-2) stormwater regulations such that it can provide effective water quality treatment to its entire 115 acre developed watershed.

Downstream of Bainbridge Pond, topographic constraints within Ocean Pines necessitates roadside and outfall swales be constructed at extremely shallow slopes (often less than 0.25%). This limits the ability of the swales to adequately flush debris and has led most swales to become heavily lined with silt thereby limiting the environmental potential of a healthy functioning hyporheic zone. Furthermore, hand auger sampling within the swale sections reveal clay at depths ranging from 3” to 9” below the surface and extending for depths of 1’ to over 2’. Retrofits to the drainage swales to remove these limiting confining layers and their replacement with a sand/planting soil mixture (similar to that used in Bioswales) is proposed to increase hyporheic zone interactions and environmental benefits. This retrofit will also allow seasonal infiltration of runoff and provide further resiliency during storm events.

Ocean Pines’ covenants and guidelines limit the amount of grading and clearing that can be done within a residential lot to protect natural conditions and resources. As a result, only limited drainage improvements were provided during original development and natural drainage patterns are not always sufficient to treat or convey stormwater runoff generated. This is best observed in realizing that the existing Bainbridge Pond edge along the downstream portion of the park road is regularly overtopped during even 2-year storm events (NOAA 3.42”), resulting in flooding of immediately downstream lots.

The proposed slight increase of the existing roadway elevation will aid in preventing this flooding, as will the proposed improvements to downstream receiving swales to both increase conveyance and treatment capacity through swale modification and increased culvert sizing under three (3) Ocean Pines community roads.

2. Objectives and Responsibilities

Through the implementation of this project, Worcester County seeks to satisfy its stated objectives of treating runoff from developed areas prior to entering the Shingle Landing Prong, improving flood resiliency to currently flood prone properties, and seeking to move toward achieving the reduction goals established in the 2019 Watershed Plan. The roles, responsibilities, and deliverable of each project partner is as follows:

Worcester County:

- Grant Administration
- Review and approval authority over engineering plans, release of grant funds, etc.
- Assist the Ocean Pines Association (OPA) in contractor oversight to ensure construction is completed according to approved plans.
- Ensure required ongoing maintenance is performed in a timely and adequate manner.

Maryland Coastal Bays Program:

- Provide technical oversight and input to ensure that engineering design maximizes treatment for storm runoff.
- Assist the County and community officials in project oversight throughout construction.
- Assist with community outreach, education and engagement efforts through the annual Bay Day event and other activities.

Ocean Pines Association (under direction of Worcester County):

- Controls the property and easements required to construct the retrofits to Bainbridge Pond and outfall ditch improvements within the Ocean Pines development.
- Responsible for project bidding and providing contractor/construction oversight.
- Work with their engineers to develop a long-term maintenance plan for the retrofit pond and outfall channels to ensure they continue to function as designed after construction.
- Responsible for community outreach to adjacent property owners and entire community to ensure all stakeholders understand why the improvements are being undertaken and their roles in ensuring its continued water quality benefits.
- Maintain all pipes, ponds, and swales within the Ocean Pines community limits.

Worcester County government will be claiming all water quality credits achieved through this project.

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Project Title	Description	Location (lat/long) Decimal degrees	2012 Leg district	8-digit watershed	Status (Design/Planning, Permit, Construction)	Estimated Cost	*Est. Reductions	Deliverables (linear feet stream, acres wetland, treated impervious, etc.)
Shingle Landing Prong Watershed – Bainbridge pond and Swale Retrofit	Water quality improvement & improved flood protection resiliency through retrofit of Bainbridge Pond and improvements to outfall channels within Ocean Pines	38.3917 / -75.1719	38C	02130103	Plans are Approved, Pending Commencement of Construction	TF: \$482,337.00 Leveraged: \$328,022.00 Total: \$810,359.00	199 lbs N; 22 lbs P; 15 tons TSS	Retrofit of ex. Bainbridge Pond to achieve MDE P-2 wet pond qualities (will treat 40-ac of currently untreated imp acres); improvements to 160 LF of open channels to remove limiting clay layers and replace with sand/planting soil media; replacement of 3 undersized road culverts

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3. Monitoring Strategy

The Maryland Coastal Bays Program currently works with the Maryland Department of Natural Resources (DNR) to monitor water quality in the Isle of Wight Bay watershed, including Shingle Landing Prong, through a fixed monitoring station. The existing station will be monitored throughout construction, and for the foreseeable future, to provide feedback on the benefits of the proposed project.

During and after construction, Worcester County will monitor improvements performed as part of this project to ensure that all project objectives are satisfactorily achieved, and future maintenance activities undertaken when appropriate.

Following completion of all construction activities, an as-built survey will be performed and forwarded to Worcester County for confirmation that all improvements are constructed in accordance with the approved plans. Any deficiencies will be corrected before the project is deemed complete.

4. Maintenance Plan

OPA has agreed to be responsible for the long-term maintenance of the completed Bainbridge Pond, improved outfall channels and new roadway culverts, with Worcester County oversight. All improved facilities are located on OPA property so no additional landowner agreements are required.

5. Volunteer Opportunities

Due to Covid-19 volunteer coordination will not be a part of this grant, outside of the outreach and education from Ocean Pines and MD Coastal Bays.

6. Timeline

	2021									
<i>Project</i>	3	4	5	6	7	8	9	10	11	12
Project Execution / Construction	X	X	X	X	X	X	X	X	X	X

Reporting/Documentation Requirements:

Progress reports shall be submitted through the DNR CCS Grants Gateway management portal (https://webportalapp.com/sp/home/grants_gateway) to assure that projects are on task to meet milestone target dates. Each report must document project and budget status and identify any problems or other concerns. The reports will be submitted in line with the following schedule:

<u>Time Frame</u>	<u>Due Date</u>
March 1, 2021 – March 31, 2021	April 15, 2021
April 1, 2021– June 30, 2021	July 15, 2021
July 1, 2021 – September 31, 2021	October 15, 2021
October 1, 2021 – December 31, 2021	December 31, 2021 (FINAL)

Invoices with appropriate back-up documentation shall be submitted for the same time frames noted above unless prepaid expenses are approved.

Prepaid Expenses

Prepayment of expenses will be considered based on documentation of immediate need by the Grantee. All requests must be accompanied by a detailed list of proposed expenditures and shall include original correspondence from contractors to document requested prepayment. If provision of prepaid expenses is approved, receipts and back-up documentation must be submitted on a calendar-month basis. With exception of the final report and final invoice, calendar-month reports and prepayment back-up documentation is due by the 15th of the following month. (e.g. March 1, 2015-March 31, 2015 information is due April 15, 2015.) The Grantee will certify in the monthly report what work has been completed in relation to the approved scope of work. If contractor invoices do not include a term of work, the Grantee will certify the term of work. The Grantee will provide proof of payment to include date paid and check number (or voucher number).

Documentation and all proof of payment for the prepaid expenses must be submitted prior to submitting any further requests for prepayment or reimbursement. Failure to provide adequate back-up documentation for a prepayment will result in delays/reductions to future reimbursements.

A **final report** will be required at the end of the project period to provide a detailed summary of the outcomes/results, lessons learned, and next steps. This report should cover activities conducted over the entire project period. Photo documentation shall be included.

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

BUDGET

(March 1, 2021 through December 31, 2021)

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

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Category	State	Documented Match	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel approx. @ \$0.56/mi.	\$0.00	\$0.00	\$0.00
Field Supplies	\$0.00	\$0.00	\$0.00
Supplies - Office Supplies	\$0.00	\$0.00	\$0.00
Contractual ¹	\$482,337.00	\$0.00	\$482,337.00
Other	\$0.00	\$0.00	\$0.00
Indirect / Administration	\$0.00	\$0.00	\$0.00
Total	\$482,337.00	\$0.00	\$482,337.00

Contractual¹:**Construction Costs:**

Sub-Project	Item	Quantity	Unit	Unit Cost	Total
Pond Retrofit	Traffic Control - Park Closed Signage	3	EA	\$500.00	\$1,500.00
Pond Retrofit	Traffic Control - Barriers with Sign	2	EA	\$600.00	\$1,200.00
Pond Retrofit	Remove Ex Pipes (15" CMP)	117	LF	\$60.00	\$7,100.00
Pond Retrofit	Clear and Grub	1.5	AC	\$3,000.00	\$4,500.00
Pond Retrofit	Cut to Fill - local	1400	CY	\$20.00	\$28,000.00
Pond Retrofit	Cut to Fill - Requires Truck to move onsite	40	CY	\$40.00	\$1,600.00
Pond Retrofit	Fine Grading	5000	SY	\$8.00	\$40,000.00
Pond Retrofit	18" HDPE Pipe	36	LF	\$85.00	\$3,100.00
Pond Retrofit	18" Flared End Sections	2	EA	\$450.00	\$900.00
Pond Retrofit	24" HPDE Pipe	80	LF	\$100.00	\$8,000.00
Pond Retrofit	Endwall for dual 24" HDPE	1	EA	\$5,500.00	\$5,500.00
Pond Retrofit	Select Backfill for Pipe Bedding	15	YDS	\$40.00	\$600.00
Pond Retrofit	8' x 4' Pond Outfall - Concrete Structure w/base	1	EA	\$20,000.00	\$20,000.00
Pond Retrofit	Trash Rack	2	Unit	\$4,000.00	\$8,000.00
Pond Retrofit	Fine Grading of Dewatering Swale	310	LF	\$15.00	\$4,700.00
Pond Retrofit	Install Asphalt Road Across Spillway - Gravel	80	Tons	\$40.00	\$3,200.00
Pond Retrofit	Install Asphalt Road Across Spillway - Base	23	Tons	\$120.00	\$2,800.00
Pond Retrofit	Install Asphalt Road Across Spillway - Topcoat	17	Tons	\$140.00	\$2,400.00
Pond Retrofit	Imported Select Fill for Raising Dam Road	300	CY	\$40.00	\$12,000.00
Pond Retrofit	Stabilized Construction Entrance	1	EA	\$1,500.00	\$1,500.00
Pond Retrofit	Cofferdam and Dewatering Practice	1	EA	\$40,000.00	\$40,000.00
Pond Retrofit	Silt Fence (Stockpile Area)	300	LF	\$7.50	\$2,300.00
Pond Retrofit	Gravel Road Repair (2" top dress)	100	CY	\$60.00	\$6,000.00
Pond Retrofit	Utility Allowance	1	Allowance	\$4,000.00	\$4,000.00
Pond Retrofit	Landscaping (Trees, Shrubs, Aquatic Grass Plugs)	1	Allowance	\$15,000.00	\$15,000.00
Pond Retrofit	Seed, mulch, lime & fertilizer Grassed Areas	1000	SY	\$5.00	\$5,000.00
Pond Retrofit	General Site Clean-up / Project Closeout	1	LS	\$5,000.00	\$5,000.00
Pond Retrofit	Mobilization and Stakeout (approximately 15%)	1	1	\$34,000.00	\$34,000.00
Pond Retrofit	Contractor Overhead and Profit (approximately 15%)	1	1	\$34,000.00	\$34,000.00

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Pond Retrofit	Surveying and Engineering Design	1	1	\$50,000.00	\$50,000.00
Pond Retrofit	Contingency (20%)	1	1	\$74,780.00	\$74,780.00
Swale	Cofferdam/Dewatering Practice	1	EA	\$5,000.00	\$5,000.00
Swale	Cut and Haul Clay Material Off-Site (Mechanized)	40	CY	\$50.00	\$2,000.00
Swale	Utility Conflict Allowance	1	EA	\$2,000.00	\$2,000.00
Swale	Fine Grade (Mechanized)	160	LF	\$25.00	\$4,000.00
Swale	Install Filter Media (18" x Bottom Width) (Mechanized)	35	CY	\$85.00	\$2,975.00
Swale	Erosion & Sediment Controls	1	LS	\$1,000.00	\$1,000.00
Swale	Seed, mulch, lime & fertilizer grassed areas	175	SY	\$5.00	\$875.00
Swale	General Site Cleanup / Project Closeout	1	EA	\$1,500.00	\$1,500.00
Swale	Mobilization and Stakeout (approximately 15%)	1	1	\$3,000.00	\$3,000.00
Swale	Contractor Overhead and Profit (approximately 15%)	1	1	\$3,000.00	\$3,000.00
Swale	Surveying and Engineering Design	1	1	\$5,000.00	\$5,000.00
Swale	Contingency (20%)	1	1	\$6,270.00	\$6,270.00
Grant Total					\$463,300.00

Ocean Pines Association:

Ocean Pines – Director of Operations (\$3,728.00 total: \$2,667.00 salary and \$1,061.00 fringe)

Salary Amount: \$40/hr Fringe %: 39.8%

Fringe Amount: Assumed 100 hours to be expended managing this project (2/3 of which will be on Grant Funded Items)

Ocean Pines – Director of Dept. of Public Works (DPW) (\$6,061.00 total: \$4,533.00 salary and \$1,528.00 fringe)

Salary Amount: \$34/hr Fringe %: 33.7%

Fringe Amount: Assumed 200 hours to be expended managing this project (2/3 of which will be on Grant Funded Items)

Ocean Pines – DPW Project Manager (\$9,248.00 total: \$6,400.00 salary and \$2,428.00 fringe)

Salary Amount: \$24/hr Fringe %: 44.5%

Fringe Amount: Assumed 400 hours to be expended managing this project (2/3 of which will be on Grant Funded Items)

Leveraged Funds:

The Ocean Pines Association of Ocean Pines, MD will be providing **\$328,022.00** in leveraged funds to the project with the final total determined by actual bid results. The leveraged funding will provide for the upgrading of three (3) roadway culverts under Beaconhill Road, Sandyhook Road and Pinehurst Road to improve flood resiliency within Section 3 of the Ocean Pines Development. These leveraged funds demonstrate local commitment to the project and will be a component of the Final Report; however, these funds will not be documented through invoices.

County Commissioners of Worcester County, MD *procurement guidelines and procedures will be followed.*

Signage, Publications, Videos and Acknowledgment of Grant Funding

In promotion of projects funded through the Chesapeake & Atlantic Coastal Bays Trust Fund (Trust Fund), grant recipients will acknowledge the Trust Fund on all signage, publications, videos, and other promotional materials. A State logo shall be present on

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materials created to promote projects funded through the Trust Fund. The appropriate logo can be obtained through the DNR Project Manager (Ari Engelberg; ari.engelberg@maryland.gov).

Sample language for signage and other promotional materials: "This project was funded completely or in part by the Maryland's Chesapeake & Atlantic Coastal Bays Trust Fund. For more information, visit <http://dnr.maryland.gov/trustfund>."

Guidelines for Proper Invoicing

Grantees shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The grant tracking number will be noted on all invoices. Examples of acceptable documentation for expenditures are listed below.

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

Contractual Services	Copies of bills or invoices <u>with</u> receipts or FS18 signed by a Fiscal Officer. Also, copies of canceled checks or copies of check numbers.
Administration	No backup documentation is required for administrative expenses, but should be calculated at 1.5% of direct costs per invoice period.
Match	Match, if applicable, shall be labeled as match and shall be documented in the same format as direct charges. Match shall be paid out at the same general rate as the Grant share. Match information shall be provided with each invoice submission for direct charges.

Note: Time period on invoice shall coincide with time period on backup documentation.

Rules for Modifying a Grant-Funded, Approved Budget

To modify a the approved budget, scope of work, or schedule, please follow these guidelines.

1. Grantees may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.
2. Prior approval from the DNR Agreement Representative is necessary if
 - (a) you need to modify your budget by more than ten percent (10%); OR
 - (b) you need to add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
 - (c) you need a no-cost extension; OR
 - (d) the modification will result in substantive changes to the project's goals, objectives, milestones or deliverables.

As a general guideline, requests for modifications should be submitted sixty (60) days prior to the desired effective date.

This grant agreement is fulfilled by Capital Funds and therefore must follow guidelines set in Exhibit B (attached).

Exhibit B**CAPITAL IMPROVEMENT QUALIFICATIONS AND TERMINOLOGY**

The Department of Budget and Management has developed this material to assist State agencies in determining those types of projects that are eligible for funding through the Capital Budget, regardless of fund source. This section also provides a definition of the terms most commonly used in conjunction with capital improvement projects.

The State Finance and Procurement Article, Subsection 8-127, Annotated Code of Maryland states that the useful life of a **capital improvement** shall be at least equal to the life of the bonds by which it is financed. State capital projects are usually financed by general obligation bonds, which by constitutional provision must be amortized within a fifteen-year period. Thus, to qualify for State capital funds, a proposed project or its equipment must have a useful life expectancy of at least 15 years. Throughout this document, when the term “**capital project**” is used, it is understood to mean “capital improvement.”

A **capital program** is a means for distributing State capital funds among a number of capital projects that share common characteristics, particularly as to function and or purpose. Examples of capital programs are the Public School Construction Program and the Facilities Renewal Program. Programs generally receive funding annually and seldom have an end date, although the projects they finance have beginning and end dates.

The **Capital Budget and Capital Improvement Program (CIP)** are two terms grouped together to clarify both their similarities and their differences. The Capital Improvement Program refers to a document published in January of each year by the Department of Budget and Management that portrays the administration’s plan for allocating State capital funds among capital projects and capital programs over the ensuing five years. The Capital Budget is limited to the fiscal year that begins on the July 1st after the document is published, while the CIP includes all five fiscal years. A project included in the Capital Budget is therefore by definition included in the CIP. The Capital Budget is enacted into law (sometimes with amendments) by the General Assembly, whereas the CIP is not; however, the CIP is used as the basis for formulating Capital Budgets in the succeeding four years, and is also used to persuade the State’s bondholders that the State is managing debt prudently by not planning more capital investments over the next five years than it can afford.

I. PROJECTS THAT QUALIFY FOR STATE CAPITAL FUNDS**A. Real Property Acquisition:**

Acquisition of any freehold, fee or leasehold interest in land, including structures and fixtures located on the premises.

B. Design and Preparation of Plans and Specifications:

1. Includes the physical design of a project, prior to bidding a construction contract, and services required of an architect/engineer during the construction and post-construction stages.
2. Design funds are normally requested one year prior to the time the construction appropriation is to be requested. For projects whose total cost is expected to exceed \$10 million, the design funds should be requested two years before the construction appropriation. For very complicated projects, the design request must be phased over two years. In such cases, preliminary planning funds are requested the first year and detailed planning funds the second year. Normally 45% of design funds for projects over \$10 million should be requested in the first year with 55% in the second year.
3. Preliminary planning includes: the preparation of a site plan and a floor plan; the outline specifications for architectural, structural, and site improvements; civil, mechanical, and electrical work; and a definition of the components of each of the systems and materials intended to be used on the project. Planning also includes cost estimates. For further details, see the Procedures Manual for Professional Services, Department of General Services.
4. Detailed planning includes the preparation of all contract documents, such as detailed site plans, floor plans, excavations, specifications, etc., necessary for the construction of the project. For further details, see the Procedures Manual for Professional Services, Department of General Services. It also includes the services required of an architect/engineer during the construction and post-construction stages.

C. Construction

A construction project is a single undertaking involving construction applicable to one or more real property facilities or structures. Construction includes all work necessary to produce a complete and usable new facility or a complete and usable improvement to an existing facility. The work includes associated architectural work and other technical requirements. A construction project may include one or more of the following:

- The erection, installation, or assembly of a new facility;
- The addition to, alteration, conversion, expansion, relocation, renovation, or restoration of an existing facility or structure;
- The installation, extension, or replacement of utility systems;
- The fixed equipment installed and made part of a facility;
- Site development and improvement.

Construction may include “self-help” projects accomplished using agency employees under certain approved conditions and situations advantageous to the State. However, capital funds may not be used to pay any operating expenses associated with a self-help project, including wages and salaries of permanent

employees.

The actual physical construction phase of a capital improvement project must be preceded by the preparation of both preliminary and detailed plans and specifications.

Specialized categories of construction are defined as follows:

1. Addition/Expansion/Extension:

The physical increase to a real property facility/structure, which adds to its overall external dimension.

2. Alteration:

(a) The work required to change the arrangement of internal space and other physical characteristics of an existing facility, or to change the location of functional space within a facility, so that it may be more effectively utilized for its presently designated functional purpose.

(b) No facility should be considered for alteration until it has been in use for at least 15 years, except when required to make the facility usable; to meet State or federal codes, regulatory or licensing requirements; or when major priorities have changed or new programs have been implemented.

3. Conversion:

(a) The work required to change the arrangement of internal space and other physical characteristics of an existing facility so that it may be effectively utilized for a new functional purpose. This includes the utilities and fixed equipment installed on and made part of the facility.

(b) Adjustment of exterior space arrangement is normally considered to be an Addition/Expansion/Extension and is not normally included in conversions; however, the addition of a small amount of circulation and/or mechanical space to the exterior of a building to meet code requirements is permissible with the approval of DBM and DGS.

4. Relocation:

(a) The movement of a facility from one site to another, either intact or by disassembly and subsequent reassembly. A new foundation may be constructed at the new location as part of the project. This category includes movement of utility lines, but excludes relocation of roads, pavements or similar facilities.

When a facility is relocated on another site and the new facility consists primarily of new components, the project is considered a replacement rather than relocation.

- (b) Relocation of two or more facilities resulting in a single facility will be considered a single project.

5. Renovation:

- (a) The work required to restore and modernize most or all of a facility, or an existing mechanical system, so that the facility may be effectively utilized for its designated functional purpose or to comply with current code requirements.
- (b) Renovation normally is required as a result of general deterioration and obsolescence due to age, deferred maintenance, original faulty construction, or damage from natural disasters. It may be funded as a capital improvement project in these cases where the cost of the project is \$100,000 or more, and it cannot be accommodated in the agency operating or special fund budget.
- (c) The primary difference between renovation and alteration is that alteration involves significant modification to a facility's interior space arrangements while renovation does not.
- (d) Generally, no facility should be considered for renovation until it has been in use for at least 15 years, except when such work is necessary to meet State or federal codes, regulatory or licensing requirements, or to correct major basic faults originally incorporated into the facility.

6. Replacement:

- (a) The complete reconstruction of a facility, a mechanical system, or a utility system. The original building or mechanical or utility system must be beyond the point where it can be economically repaired or renovated and it can no longer be used for its designated purpose. Certain conditions, such as age, hazardous conditions, obsolescence, structural and building safety conditions or other causes may contribute to the need to replace a building or system. The reconstruction of minor components of a mechanical or utility system is considered maintenance/repair, rather than replacement.
- (b) A facility should not normally be considered for replacement until it has been in use for at least 40 years.
- (c) Replacement will normally be allowed as a capital improvement project only when a facility cannot be cost-effectively renovated or repaired.

7. Restoration:

The work required to restore a facility, to the maximum extent possible, to its former or original state. Normally, restoration will involve historic properties. In these cases, the Maryland Historical Trust should be consulted.

8. **Site Development and Improvements:**

These include such items as: grading and installation of drainage facilities; construction of new roads, walks, parking areas, retaining walls, recreational areas, fences and similar improvements; standard and essential landscaping; street or other outdoor lighting.

9. **Utilities:**

These include the installation, extension or replacement of systems for the provision of sewer, water and electrical service; power plant facilities and appurtenances; heating, ventilating and air conditioning; fire escapes, sprinklers and automatic fire alarms, and telecommunications.

D. Initial Equipment and Furnishings:

1. Items of initial equipment and furnishings will be eligible for funding as a capital improvement only if they meet the following general conditions:

- (a) Have a life expectancy of at least 15 years with normal maintenance,
- (b) Are of durable construction,
- (c) Are heavy enough to preclude theft or easy removal from the facility by an individual (chairs excepted),
- (d) Are unlikely to be replaced because of technological obsolescence prior to 15 years from date of acquisition, and
- (e) Are not intended to replace similar items already on hand.

2. Initial equipment and furnishings include only those items which, after taking into account all usable equipment currently on hand, must be placed in the facility to accommodate the functions for which the facility has been programmed and designed. Those items more appropriate for outdoor use, and which normally would not be used inside a facility, are not eligible for funding as capital equipment.

3. The items must not be elaborate or extravagant. Review will be guided by the reasonableness of the cost of the item, its durability, and its appropriateness for the intended level and type of use. Maryland Correctional Enterprises products must be used whenever possible (State Finance and Procurement Article, Section 14-103, Annotated Code of Maryland).

4. If the project is a conversion of, or an addition to an existing facility, only those items of equipment and furnishings required to support the new or added function are authorized.
5. Initial equipment and furnishings associated with alteration, relocation, or renovation of an existing facility will not normally be eligible for capital funding. Since these types of projects are related to existing functions, it is expected that existing equipment will be utilized. Replacement equipment is not eligible for capital funding.
6. Generally, information technology items that are integral components of building systems (utilities, telecommunications) should be purchased as part of the construction contract, rather than as individual equipment and furnishings. These items should be shown as construction on the budget forms.
7. Certain other information technology equipment is also eligible for capital funding. Examples include system control equipment that is located in a central control room, and equipment and wiring located in wiring closets throughout the building. Information technology items purchased separately from the construction contract should be shown as equipment.

I. PROJECTS THAT DO NOT QUALIFY FOR STATE CAPITAL FUNDS

- A. Master plans, feasibility studies, alternative project proposals, or the development of programs required as a prerequisite to the authorizing of funds for the preparation of plans and specifications.
- B. Payment of salaries or wages of State employees for work performed directly in conjunction with an authorized capital improvement project. This includes the preparation of plans and specifications.
- C. Capital improvements for auxiliary enterprise programs in the public four-year institutions of higher education. These are to be funded from program revenues unless State capital funds are specifically authorized by the Governor and General Assembly.
- D. Interim or temporary accommodations or equipment while another facility is being renovated. However, equipment may be pre-purchased if it is to be moved and reused in the renovated facility.
- E. Maintenance/repair projects, except as noted in subsection 4 below:
 1. Maintenance is the recurrent day to day, periodic (i.e., weekly, monthly, annual) or scheduled work required to preserve or maintain a facility or system in such a condition that it may continue to be effectively utilized for its designated purpose during its life expectancy. Maintenance includes work undertaken to prevent damage to a facility or system which otherwise would be more costly to restore, or work to sustain existing components of

a facility or system. Construction of new maintenance sheds or buildings, and extension or expansion of utilities are excluded from this definition.

2. Repair is the work required to restore a facility or system to such a condition that it may continue to be appropriately and effectively utilized for its designated purpose by overhaul, or replacement of constituent parts or materials which have deteriorated by action of the elements or wear and tear in use. This includes the correction of conditions, which adversely affect the use of a facility for its designated purpose due to non-conformance with prescribed standards and codes, except for major changes necessary to cover newly mandated accreditation or certification requirements.
3. The following are examples of maintenance/repair projects:
 - (a) Painting, decorating, caulking, repainting, or treatment of masonry and other surfaces;
 - (b) Repairing of roofs, and replacing or repair of wall or floor tiles, and shingles or siding;
 - (c) Sealing asphalt surfaces, ditching, replacement of gutters and curbs, patching or resurfacing roads;
 - (d) Replacement or repair of sprinklers and automatic alarm systems (exceptions may be allowed for major projects);
 - (e) Replacement or repair of components, elements or units of an elevator or escalator;
 - (f) Replacement or repair of plumbing, sanitary facilities, or the pre-heat, reheat, and chilled water coils or other components of a heating, ventilating and air conditioning system (exceptions may be allowed for major projects); and
 - (g) Replacement or repair of components of lighting and electrical systems.
4. Maintenance/repair projects estimated as costing between \$100,000 and \$1 million may be undertaken with capital funds. Requests for these projects must be submitted to the Department of General Services for prioritization for funding in the Facilities Renewal Program.

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the states and federal government from denying voting rights to citizens on the basis of sex and guarantees all American women the right to vote.

The Commissioners presented a commendation to former Worcester County Commissioner Judith O. Boggs, a founding member of the Worcester County Commission for Women (CFW), for being named the 2020 Woman of the Year by the CFW.

The Commissioners met in legislative session.

The Commissioners met with Development Review and Permitting (DRP) Director Ed Tudor to review a text amendment application submitted by Joseph E. Moore, Esquire, on behalf of Ocean Downs, LLC, which seeks to add a Casino Entertainment District as an overlay district in the Zoning and Subdivision Control Article and to establish such a use as a permitted use in the A-2 Agricultural District. Mr. Tudor advised that the Planning Commission and County staff gave favorable recommendations to the application.

Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 20-7 (Zoning – Casino Entertainment District) and scheduled a public hearing on the bill for September 15, 2020.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Whitney Palmer to the Lower Shore Workforce Development Board for the remainder of a four-year term expiring September 30, 2020.

The Commissioners unanimously approved the nomination made by Commissioner Bunting to reappoint Walter Maizel to the Lower Shore Workforce Development Board for an additional four-year term expiring September 30, 2024 and the nomination he made on behalf of Commissioner Mitrecic to reappoint Bill Paul to the Building Code Appeals Board for a four-year term expiring December 31, 2023.

Environmental Programs Director Bob Mitchell met with the Commissioners to request their acceptance of grant funds of \$549,000 from the Maryland Department of Natural Resources (DNR) for the Bainbridge Pond water quality improvement project within Ocean Pines and the Refuge at Windmill Creek. Mr. Mitchell stated that his staff originally applied for grant funds of \$1.58 million for a \$2.3 million project, so County staff will work with program partners, including the Maryland Coastal Bays Program, Windmill Creek developer, and the Ocean Pines Association (OPA), which has allotted \$600,000 for the project, to reduce the scope of the project to determine how to address water quality and drainage issues with available funds.

In response to a question by Commissioner Bunting, Mr. Mitchell stated that they may be required to purchase an easement, a cost that was not previously anticipated. Commissioner Bunting noted that some significant issues have been raised with this project, and he would prefer to receive an updated proposal from County staff prior to accepting the DNR grant. Commissioner Bertino concurred, noting that the OPA raised concerns as well that should be addressed prior to accepting the grant.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to table further discussion on the matter to provide County

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staff with time to work with project partners and to provide the Commissioners with revised plans.

The Commissioners conducted a public hearing to consider adopting the 2020 Hazard Mitigation and Resilience Plan. Emergency Services Director Billy Birch summarized the plan review process, including four public meetings and a survey (results of which have been added to the plan), from March 2019 to date to update the existing 2014 plan, which expired January 12, 2020 and the county is currently operating under an approval-pending-adoption status to assure the County is covered in the event of an emergency. He further advised that the County must update this plan every five years to remain eligible for disaster relief funding from the Maryland Emergency Management Agency (MEMA) and Federal Emergency Management Agency (FEMA). He stated that both MEMA and FEMA have given their conceptual approval, contingent upon the Commissioners' adoption of the 2020 Hazard Mitigation and Resilience Plan.

Commissioner Bertino thanked staff, the community, and all who were involved in this project. However, he expressed concern that mitigation efforts addressed throughout the entire plan are based on questionable climate change projections, and Smith Planning and Design, LLC, the County's consultants for the 2020 plan update, were not in attendance to address these concerns. His specific concerns included references to sea level rise, flooding, referencing a State requirement outlined in Section 3-5 of the plan that "As a result of increased rainfall and nuisance flooding, Maryland will now require each jurisdiction, including Worcester County, to submit a Nuisance Flooding Plan by October 2020." He questioned why the plan references the Paris Climate Agreement, which the United States pulled out of, and why the plan states that development in Ocean Pines is responsible for erosion elsewhere, particularly as no data is presented to prove the accuracy of these statements. Commissioner Bertino also questioned whether the County would be required to change the permitting process for Environmental Programs or Development Review and Permitting if the plan is adopted as presented. Commissioner Bertino concluded that there are a lot of unknowns and confusion related to the resilience plan that must be addressed and quantified when using data points from a 12-year-old study before the Commissioners adopt this plan.

Commissioner Bunting concurred, noting that the basis upon which the plan is built, noting that erosion and sea level rise predictions are based on models, not proven scientific data. Commissioner Church requested staff research and advise the Commissioners if erosion predictions take into account the Assateague Island shoreline. In response to concerns raised by the Commissioners, Mr. Birch advised that the County plan is based on the State Hazardous Mitigation Plan, using information from multiple studies, including a 2008 erosion study and the 2016 Maryland Commission on Climate Change report. He further advised that FEMA and MEMA requires the County plan to addresses four main points involving current and future hazards. These include sea level rise, climate change impacts, increased severe weather, and extended coastal building. County Attorney Roscoe Leslie stated that the Commissioners would not be locking themselves into a particular course of action by adopting the draft plan as presented.

In response to a question by Commissioner Purnell, Mr. Birch confirmed that the County should still be eligible for State and federal hazard funding based on MEMA and FEMA's conditional approval of the 2020 Hazard Mitigation and Resilience Plan.

Minutes of the County Commissioners of Worcester County, Maryland

January 19, 2021

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

The Commissioners attended the 9:30 a.m. swearing-in ceremony for the Board of Education (BOE) members, after which the Commissioners convened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Commissioner Diana Purnell 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 January 5, 2021 meeting as presented.

On behalf of the Worcester County Branch of the National Association for the Advancement of Colored People (NAACP), Commissioner Purnell accepted a proclamation from the Commissioners honoring the life of Dr. Martin Luther King, Jr. who through peaceful means led a civil rights revolution that helped reshape the laws of the United States of America and challenged the nation's citizens of all ages and backgrounds to undertake a meaningful role in society and to do so with "painstaking excellence."

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Missy Denault to the Recreation Advisory Board for a four-year term expiring December 31, 2024.

Upon nominations by Commissioner Elder, the Commissioners unanimously agreed to reappoint Scott Tingle to the Housing Review Board for an additional three-year term expiring December 31, 2023; and to reappoint Kelly Gravenor to the Agricultural Preservation Advisory Board, Joseph Stigler to the Ethics Board, and Gary Weber to the Local Development Council for the Ocean Downs Casino for additional four-year terms each expiring December 31, 2024.

Upon a nomination by the Town of Pocomoke City and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Michelle Beckett El-Soloh to the Solid Waste Advisory Committee for a four-year term expiring June 30, 2024.

Pursuant to the request of Sheriff Matt Crisafulli and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Mitrecic to sign the Mutual Aid Agreement between the nine Eastern Shore counties and their respective sheriff's offices in Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester Counties. Sheriff Crisafulli explained that this agreement is to offer prompt, effective

and professional police resources, such as manpower and equipment, contingent upon availability, to assist their Eastern Shore partners as needed during emergencies. In response to a question by Commissioner Bertino, Sheriff Crisafulli advised that the responding agency would bear any overtime costs that accrue when providing resources to assist partnering agencies.

Pursuant to the recommendation of Senior Budget Accountant Kim Reynolds and the Diakonia Inc. Board of Directors and upon a motion by Commissioner Elder, the Commissioners voted 6-1, with Commissioner Bunting voting in opposition, to accept the apparent low proposal of \$9,427 from East Coast Contracting for Diakonia shelter renovations. Commissioner Bunting expressed concern that East Coast Contracting included an insert advising that any additional costs for unforeseen plumbing issues will be handled as a change order, while the second lowest proposal of \$10,068.75 from East Coast Construction, LLC does not have that clause. Commissioner Mitrecic noted that it is a new building that should not incur any additional plumbing costs. Ms. Reynolds advised that the project is being funded through a Community Development Block Grant of \$102,000, so funds are available to cover any unforeseen plumbing expenses.

The Commissioners met with Development Review and Permitting Director Ed Tudor to review correspondence from Mashel Wakil, Real Property and Clearance Program Coordinator for the Maryland Department of Transportation (MDOT), notifying them that MDOT plans to dispose of a 0.83-acre surplus property located at 7170 Worchester Highway in Newark and more specifically identified on Tax Map 49 as Parcel 150 and resulting from the dualization of U.S. Rt. 113. Mr. Tudor stated that, as a result of the road project, access to U.S. Rt. 113 has been denied to this property, rendering it landlocked and therefore of no use to the County and likely of no use to anyone other than the adjoining property owners.

Upon a motion by Commissioner Bertino, the Commissioners unanimously declined any interest in this surplus property.

Pursuant to the request of Mr. Tudor and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a public hearing on Rezoning Case No. 431 for February 16, 2021. This application was submitted by Attorney Hugh Cropper, IV, on behalf of COF Investment Group, LLC, and seeks to rezone approximately 1.2 acres of land consisting of three separate segments on the overall 5.6-acre parcel located on the northerly side of U.S. Rt. 50, east of MD Rt. 707, and more specifically identified on Tax Map 26 as Parcel 158, from R-2 Suburban Residential District to RP Resource Protection District. Mr. Tudor advised that the application received a favorable recommendation from the Planning Commission.

Environmental Programs Director Bob Mitchell met with the Commissioners to recommend providing FY21 Maryland Agricultural Land Preservation Foundation (MALPF) matching funds of \$100,000, which represent an estimate of the retained Agricultural Land Transfer Tax (ALTT) revenue balance of \$160,000 minus \$60,000, which was committed in FY21 and not yet billed. Mr. Mitchell advised that Worcester County's certification entitles the County to retain 75% instead of 33% of the ALTT. Mr. Mitchell stated that the State/County match is 60/40, and the County has received six applications in this planning cycle, representing approximately 684 acres. In response to a question by Commissioner Nordstrom, Mr. Mitchell

advised that the County has already collected the ALTT, and these funds are available for the County match.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to approve local matching funds of \$100,000 for the FY21 MALPF Program.

The Commissioners met with Mr. Mitchell to review two FY22 Rural Legacy Area (RLA) grant applications for the Dividing Creek RLA and the Coastal Bays RLA totaling \$2,780,000 in grant requests. Mr. Mitchell explained that, because the County has two RLAs, they are required to indicate which area is preferred for the funding applications, so they alternate preferences between the two areas each year. He stated that this year's application process follows that same pattern, with a preference for the Coastal Bays RLA. He stated that the program is funded through a combination of Department of Natural Resources (DNR) Program Open Space (POS) funds and State general obligation bonds and requires no County match. These funds are used to purchase perpetual easements, which provide water quality benefits to the Coastal and Chesapeake Bays and the local watersheds. Furthermore, land owners in the program must adhere to certain restrictions, which include no confined animal feeding operations (CAFOs), and limits placed on agricultural buildings.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to authorize Commission President Mitrecic to sign both the Dividing Creek RLA and the Coastal Bays RLA grant applications and stating a preference for the Coastal Bays RLA in FY22.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign the Engagement Agreement between Worcester County (client) and Bright Trademarks, LLC and the Law Offices of Arlette Kelly Bright, P.C. (firm) for an initial engagement fee of \$5,000 to trademark the Maryland's Coast logo mark, word mark, and tagline "Naturally Cool." Ms. Pursel stated that this will protect it from being used by others either without County permission or in a manner that is not aligned with the brand, and to allow the County to establish terms and conditions for licensing the brand.

In response to a question by Commissioner Nordstrom, Ms. Pursel stated that the County can limit trademarking the brand for tourism and marketing purposes and even apply to trademark the Maryland's Coast brand in up to 12 distinct classes, such as billboards, and income-generating items, like t-shirts, and stickers. She concluded that funding is available within the FY21 budget for this expense.

The Commissioners conducted a work session with Ocean City Fire Chief Richie Bowers and David Fitzgerald, President of the Worcester County Volunteer Firemen's Association, to discuss forming a fire service committee and proposed funding changes. Emergency Services Director Billy Birch and Emergency Planner Laraine Buck demonstrated the ease of use of a LUCAS hands-free mechanical CPR device, advising that the County utilized approximately \$168,000 in CARES Act funds to purchase nine LUCAS devices (the County also reimbursed the cost of one additional unit that had been purchased independently by one of the volunteer fire companies). In response to a question by Commissioner Bertino, Mr. Birch stated that the nine

LUCAS units will be issued to the other nine volunteer fire companies operating in the County. He then presented the first LUCAS device to Chief Bowers. Chief Bowers thanked Mr. Birch and the Commissioners, stating that the LUCAS devices save lives in emergencies and also help to preserve the lives of first responders in the process.

Chief Bowers discussed the following fire, rescue, and emergency medical services (EMS) issues: state of fire, rescue, and EMS services; structure fire response; all hazards/special operations response; fire, rescue, special operations, and EMS staffing, training, and equipment; apparatus acquisition; and facilities/stations. He advised that the firemen's association requests that the Commissioners form a combined workgroup of County staff and representatives from the fire chiefs to address four specific issues: emergency services funding levels; funding for staffing, training, apparatus, and facilities/stations; establishing service-wide response time goals; and developing a comprehensive, three to five-year strategic plan for the services. In response to a question by Commissioner Bertino, Chief Bowers advised that volunteer fire companies in Stockton and Girdletree do not run EMS. Mr. Fitzgerald advised that the volunteer fire and ambulance companies from Snow Hill and Pocomoke provide EMS responses to these areas.

Mr. Fitzgerald discussed financial investment and funding issues, confirming that County funding for the volunteer fire services seems to be adequate, and requested the Commissioners develop a funding work group immediately to review actual EMS operational and capital costs and funding options, such as amending the existing EMS funding formula or developing special districts.

Commissioner Mitrecic stated that property tax dollars only go so far, so he suggested assembling an 11-member work group consisting of three Commissioners, six fire service members, and two County staff members to provide the Commissioners with creative options to fund EMS and apparatus in the future. In response to a question by Commissioner Nordstrom, Chief Administrative Officer Harold Higgins advised that the County has access to EMS funding studies conducted by Harford and Carroll counties.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the requested work group, which is to consist of Commissioners Nordstrom, Bunting, and Mitrecic, six fire officials, and two County staff members and tasked the group with providing the Commissioners with recommendations for funding EMS and apparatus for the volunteer fire companies operating within the County.

The Commissioners met with Recreation, Parks, Tourism, and Economic Development Director Tom Perlozzo to consider proposed operational changes within Economic Development to make the department more of a resource and to attack the various workforce issues. He stated that the proposed changes would not result in additional costs to the County, as the County has reduced the science, technology, engineering, and math (STEM) program drastically based upon the COVID-19 uncertainty and instead proposes to focus on the following goals: grow the County workforce from within by targeting high-demand industries and connecting youth, adults, and dislocated workers with these industries; building a competitive workforce to attract and retain business; provide career ready programs and opportunities with the appropriate educational platforms; create and provide work-based learning for all ages, including STEM, and skilled trades, agriculture, and tourism (STAT), and interns, by connecting with area businesses; and filling open County positions. He further requested one new position, Workforce

Coordinator, to focus on workforce development to include working with area schools, such as the Worcester Technical High School (WTHS), Wor-Wic Community College, University of Maryland Eastern Shore, and Salisbury University, on a regular basis.

Commissioner Nordstrom made a motion, which he later withdrew, to approve the new position of Workforce Coordinator. In response to concerns raised by Commissioner Purnell, Mr. Perlozzo stated that the County could operate the STEM program in-house rather than contracting that service out and reallocate those funds to cover the cost of the new Workforce Coordinator position. With regard to filling County jobs, he stated that the focus would be on meeting with employers, schools, and people, finding out what their needs are, and then taking steps to place area students and adults into local jobs to make the County more economically viable. For example, he stated that during the past year Economic Development hosted on-site job fairs in Snow Hill and Pocomoke, which were so successful that one hotel bussed Pocomoke residents to Ocean City to work in their hotel. Commissioner Purnell stressed that Economic Development needs to focus on the creation of full-time, year-round jobs. Mr. Perlozzo concurred, noting that with a trained workforce they may be able to attract better and bigger businesses to set up shop in the County.

Commissioner Bunting requested Mr. Perlozzo provide him with information including the specific changes and costs being proposed. In response, Mr. Perlozzo explained that \$70,000 of the \$110,000 STEM budget last year went to the contractor providing the services, and he felt that was an exorbitant amount of money for a seasonal STEM program. He advised that the County will continue to place six to 12 interns at 12 STEM employers, reallocate \$40,000 in County funding and \$30,000 in funding from the Tri-County Council (TCC) of the Lower Eastern Shore from STEM to grow the STAT program. Commissioner Bunting thanked Mr. Perlozzo for that information and asked him to provide the Commissioners with that information in writing.

In response to a question by Commissioner Nordstrom, Mr. Perlozzo confirmed that workforce development will be a priority. Commissioner Elder stated that this appears to be a good idea, but it is a little raw right now, and he would like more information regarding the proposed costs for salary and benefits, as well as what the County was spending on the STEM program. Commissioner Bertino concurred, noting that he would like to see more information, specifically a job description for the proposed Workforce Coordinator that identifies the metrics for success. In response to questions by Commissioner Bertino, Mr. Perlozzo stated that he is proposing to eliminate or work out a revised contract with Fawn Mete to administer the STEM program. With regard to filling County programs, Mr. Higgins stated that the proposed new position could work with WTHS for college and career ready programs that would act as feeders for government positions, such as water and wastewater. Commissioner Mitrecic stated that the requested Workforce Coordinator position could get out in the public, work with schools, and actively recruit students who are not college bound to consider career options with the County.

After much discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to table further discussion on the matter until February 2, 2021.

Public Works Director John Tustin met with the Commissioners to request authorization to waive the formal bidding process and accept the contract price from the sole distributor in this area, Alan Tye and Associates of Fairfax, Virginia, for \$122,057 to purchase six Stertil-Koni

Mobile Vehicle Lifts with accessories for use within the Roads Division of Public Works. Mr. Tustin explained that Stertil-Koni has been competitively bid nationwide, and the County can piggyback off this bid. He advised that the Town of Ocean City has been using this product with great success for many years and is happy with the quality of materials and service. He concluded that County staff investigated options from vendors offering similar equipment and concluded that this quality product most closely suits the needs of the County.

Commissioner Elder stated that he could not support waiving the standard bid process, particularly for a large expense such as this that exceeds \$100,000 and suggested other potential purchase options. County Attorney Roscoe Leslie clarified that the County is basically piggybacking on a contract that has already been competitively bid. Mr. Tustin advised that the price quoted to the County is based on a five-year contract bid by Ocean City and is good through February 2024. Assistant Chief Administrative Officer Weston Young advised that the competitive bid was completed by a national purchasing cooperative of smaller counties and jurisdictions to increase their buying power, and every state and municipality interested in purchasing a vehicle lift through 2024 is eligible for this rate. In response to additional comments regarding lower-priced equipment options, Roads Superintendent Frank Adkins explained that County staff believe this product most closely matches the needs of the County.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to accept the contract from Alan Tye & Associates in the amount of \$122,057.

Commissioner Bertino asked staff to provide the Commissioners with more information about this cooperative to help them when considering future bids.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the low bid from Harkins Contracting, Inc. of Salisbury, Maryland of \$949,700, without the deduct alternate, for construction of the Operations Center at the Ocean Pines Wastewater Treatment Plant. Mr. Tustin stated that funding of \$600,000 from the 2019 bond issue and an additional \$600,000 savings from changes in the filter press work is available to fund this project.

The Commissioners reviewed a letter from Ocean City Mayor Rick Meehan requesting a property tax differential in the County's FY22 budget for Ocean City taxpayers who pay County property taxes. Chief Administrative Officer Harold Higgins advised that this request was received in accordance with the provisions of Section 6-306(f)(1) of the Tax-Property Article of the Annotated Code of Maryland, a request for property tax setoff must be submitted at least 180 days before the date that the annual County budget is approved. He advised that the town and County are in the process of exchanging current budget and financial statements, and a meeting to discuss this request is being scheduled.

Mr. Leslie updated the Commissioners on the status of the tax-setoff lawsuit filed against the County by the Town of Ocean City, noting that the County had prevailed at the Court of Special Appeals level, and the town has asked the Court of Appeals to review the case. In response to a question by Commissioner Bunting, Mr. Leslie explained that it is a statutory requirement for the County to meet with the town to discuss this request. Mr. Higgins stated that he plans to meet with town officials and report their request to the Commissioners at budget

time. Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously authorized staff to schedule a meeting with town officials to discuss the Ocean City tax differential request.

The Commissioners reviewed and discussed additional board appointments.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to reappoint Jamey Latchum to the Solid Waste Advisory Committee for a four-year term expiring December 31, 2025.

Commissioner Nordstrom discussed ongoing public safety and animal welfare issues associated with a dog breeder in Pocomoke who has received multiple citations from Animal Control, but has not improved conditions on his property. He noted that last year one of the dogs escaped from the property and attacked a cyclist, and he requested the Commissioners work with the Sheriff's Office, State's Attorney's Office and Development Review and Permitting (DRP) to draft legislation to strengthen existing laws to improve animal welfare and protect the public from potentially dangerous animals. Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners unanimously directed DRP to work with the Sheriff's Office and the State's Attorney's Office to strengthen or develop new legislation surrounding dog breeding operations to better protect the public and improve animal welfare.

The Commissioners answered questions from the press, after which they adjourned to meet in closed session.

Following a motion by Commissioner Purnell, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 1:10 p.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included advertising to fill the position of Court Administrator within the Circuit Court; hiring Justin Eberle as Emergency Services Supervisor in Emergency Services, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including accepting a proposal for employees earning less than \$15 per hour.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 1:47 p.m. to meet again on February 2, 2021.