

# 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>

**January 18<sup>th</sup>, 2022**

- |   | Item # |
|---|--------|
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101<br>Government Center, One West Market Street, Snow Hill, Maryland   |        |
| 9:01 - Closed Session: Discussion regarding the request to hire a Plant Operator Trainee for the Public Works Department, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions   |        |
| 10:00 - Call to Order, Prayer (Pastor George Patterson of Ocean City), Pledge of Allegiance   |        |
| 10:01 - Report on Closed Session; Review and Approval of Minutes of the January 11, 2022 Meeting  |        |
| 10:02 - Commendations: Noah Fisher, Stephen Decatur High School, 2021 Maryland 2A State Tennis Champion; Retirements of Dr's Mary and Paul Fleury of Pocomoke   |        |
|   | 1      |
| 10:05 - Consent Agenda<br>(Public Works Mystic Harbor Wastewater Membrane Modules, Local Behavioral Health proposal agreement with Open Arms and Hearts Health Services, LLC, Public Safety Radio System Interference Mitigation, MD 911 Board Project #22 106, 148, 153, 174, 175, 176, 177)   |        |
|   | 2-11   |
| 10:10 - Chief Administrative Officer: Administrative Matters<br>(AXON Police Body Camera Presentation, Building Lease Agreement for Office of Tourism and Economic Development, Maryland Agricultural Land Preservation Foundation, Bay Bridge Replacement Draft Resolution, State Law Sprinkler Discussion, Upcoming Board Appointments) |        |
|   | 12-17  |
| 10:30 - Public Hearing: Notice of Introduction Bill 21-9 Hotel Rental Tax Revision  |        |
| 10:45 - Public Hearing: Requested for Reclassification of Atlantic Coastal Bays Critical Area   |        |
| 11:00 - Public Hearing: Requested for Amendment to Pocomoke Water and Sewerage Plan   |        |
| 11:30 - Questions from the Press; County Commissioner's Remarks   |        |
| <b>Lunch</b>  |        |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)   |        |

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available – see Joseph Parker, DCAO**

**Please be thoughtful and considerate of others. \*Turn OFF all cell phones and notification during the meeting!\***

## **Minutes of the County Commissioners of Worcester County, Maryland**

January 11, 2022

Joseph M. Mitrecic, president  
Theodore J. Elder, vice president  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James C. Church (absent)  
Joshua C. Nordstrom  
Diana Purnell

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, with Commissioner Church absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, Warden Fulton Holland, and Assistant Warden Shytina Drummond. Topics discussed and actions taken included the following: continued advertising for a project manager within the Maintenance Division of Public Works; promoting Fire Marshal Investigator III Rob Korb to deputy fire marshal and advertising to fill one fire marshal investigator III position; reviewing other personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing board appointments.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to adjourn their closed session at 9:33 a.m.

Commissioner Church was absent from the meeting.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Pastor Dale Brown of the Community Church of Ocean Pines 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 December 7, 2021 meeting as presented.

The commissioners presented a proclamation to Tyler Phillips of Big Brothers Big Sisters of the Eastern Shore recognizing January as Mentoring Month and encouraging adults in the community to consider becoming mentors to help ensure positive outcomes for young people.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved as a consent agenda the item numbers 2 and 4 as follows: approving bid specifications for the general

rehabilitation of a single-family home in the Snow Hill historic District; and lowering the speed limit on Taylor Landing Road from 50 mph to 25 mph in the areas between Rt. 12 and Box Iron Road and from Mailbox #6573 to the roadway's end, and from 50 mph to 40 mph from Box Iron Road to Mailbox #6573 in response to the findings of a speed study conducted December 13-20, 2021.

The commissioners met with Recreation and Parks Director Kelly Rados to discuss awarding the contract for the lighting project at the Northern Worcester Athletic Complex to Musco. Commissioner Bertino stated that a project of this cost should be bid. In response to questions by Commissioner Bertino and comments by Commissioner Mitrecic, Ms. Rados advised that Musco was awarded the national and state bid for similar projects.

Following some discussion, a motion by Commissioner Bertino to bid the lighting project failed 2-4, with Commissioners Bertino and Bunting voting in favor of the motion and Commissioners Elder, Mitrecic, Nordstrom, and Purnell voting in opposition.

Upon a motion by Commissioner Elder, the commissioners voted 4-2, with Commissioners Elder, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino and Bunting voting in opposition to waive the standard bid process and accept the contract from Musco at a total cost of \$483,562.

Pursuant to the request of Human Resources Director Stacey Norton and upon a motion by Commissioner Nordstrom, the commissioners approved the new policy for retirees over 65 in the CareFirst Medicare Advantage Plan. This plan was approved by the commissioners on March 12, 2021 and became effective January 1, 2022.

Pursuant to the request of County Attorney Roscoe Leslie and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Resolution No. 22-1 establishing the annual salary (\$9,500) and allowances (\$1,600) for Worcester County Orphan's Court judges for the 2022-2026 term.

In response to a question by Commissioner Mitrecic, Mr. Leslie advised that the annual salary for the commissioners will automatically increase for the 2022-2026 term equivalent to the cost-of-living increases awarded to County employees during the prior term unless the commissioners take action prior to February not to accept the increase. In the interest of full disclosure, Commissioner Bertino clarified that the commissioners' current annual salary is \$26,000, and this will automatically increase to \$28,277 if no action is taken on this matter.

Pursuant to the request of Deputy Chief Administrative Officer Joseph Parker and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Resolution No. 22-2 establishing the annual salary (\$101,200) and allowances for the Worcester County Sheriff for the 2022-2026 term.

The commissioners met with County Engineer Bill Bradshaw to discuss awarding contracting services for phase II of building improvements at the County Jail to the low bidder, Bancroft Construction, at a cost of \$11,181,315, plus additional commissioning, incentive, and owner contingency for a total estimated cost of \$12,015,419. In response to concerns raised by Commissioner Nordstrom in response to an email from Joe Zimmer, president of a mechanical

contracting company located in Salisbury, Mr. Bradshaw advised that both Mr. Zimmer and Bancroft have regional offices in Salisbury and are equally qualified to complete the scope of work. However, the proposal from Mr. Zimmer would result in an additional project cost of \$173,285.

Commissioner Bunting questioned whether this project could be amended to potentially incorporate Sheriff's Office space for processing, given the reduction in Immigration and Customs Enforcement (ICE) revenues and the \$32 million cost to construct new public safety offices. Warden Fulton Holland explained that renovations are to be made to the main facility in the Jail, which is roughly 40 years old, and all of the units in that section of the facility are needed to house inmates. In response to questions by Commissioner Elder, Mr. Bradshaw advised that this project includes adding conditioning to the multi-purpose rooms; however, the State of Maryland will not provide funding for this project if the County opts to provide conditioning to the cellblocks.

Following some discussion and upon a motion by Commissioner Purnell, the commissioners unanimously awarded the low bid for phase II of County Jail building improvements to Bancroft Construction at a total estimated cost of \$12,015,419.

Information Technology Director Brian Jones updated the commissioners on the status of grants totaling up to \$71,600,000 for broadband infrastructure projects in unserved and underserved areas of the County, which have been won but not yet distributed to the County, grants currently under consideration, and upcoming grants for which the County plans to apply, along with the \$1 million County loan to Talkie Communications. In response to comments by Commissioner Mitrecic, Chief Administrative Officer Weston Young confirmed that the commissioners previously authorized staff to apply for a Maryland Infrastructure grant of up to \$20 million and to utilize \$2 million in ARPA funds as a County match. Mr. Jones confirmed that it would cost roughly \$67.6 million to extend broadband to all underserved and unserved areas of the County due to a 30% increase in costs following the original estimate. For example, he noted that it would have cost \$52 million last year for the fiber build.

Commissioner Bertino requested staff provide the commissioners with maps identifying the location of broadband projects and new customers during future updates. In response to questions by Commissioner Bertino, Mr. Jones confirmed that Talkie Communications has paid out-of-pocket for all the work completed to date to extend broadband in the south end of the County. In response to a question by Commissioner Nordstrom, Mr. Jones gave an update on the broadband project in the Pocomoke area, noting that Talkie has received a 100 percent commitment from residents in the areas where they are running fiber, and Talkie is awaiting the distribution of RDOF funds to complete construction and hook up the remaining homes. In response to comments by Commissioner Bunting, Mr. Jones confirmed that the NITA grant of \$18 million to complete a broadband project in Bishopville is pending, and Talkie has agreed to pay the grant match required to be eligible for these funds.

The commissioners reviewed a letter from Heather Harmon Disque, Regional Entomologist for the Maryland Department of Agriculture (MDA) Office of Forest Pest Management (FPM), advising that her office has identified 15 areas where gypsy moth populations may cause defoliation in Worcester County and to seek the Commissioners' interest in participating in a gypsy moth aerial suppression project in spring 2022. She further noted that,



if the Commissioners agree to participate in the treatment program, the County's estimated portion of the 25% cost share would be approximately \$36,075 for 2,405 acres of non-state-owned lands in the County. Following some discussion and upon a motion by Commissioner Elder, the Commissioners unanimously approved the 25% local cost share as an authorized over-expenditure for the gypsy moth aerial suppression project to be conducted in Worcester County.

The commissioners met with Mr. Young to discuss a request from Ocean City Mayor Rick Meehan for the commissioners to request the Maryland State Legislature to change the State law that would give the commissioners the authority to increase the County room tax from five percent to a maximum of six percent, which would allow the town to cover future tourism-related expenses, including the potential investment by the town in a new indoor sports facility. Mr. Young clarified that the town is not asking the County to raise the room tax by one percent at this time, but rather to have the ability to raise said tax by up to one percent. Commissioner Mitrecic reviewed room tax rates in neighboring jurisdictions, which range from a low of eight percent in Rehoboth to 14.95% in Washington, D.C. In response to a question by Commissioner Bunting, Mr. Leslie confirmed that if the State legislature approves this request, it would require a unanimous vote from the commissioners to raise the room tax rate.

Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to send a letter requesting a change in State law as requested.

The Commissioners met with Environmental Programs Director and Sewer Committee representative Bob Mitchell to review a request from Hugh Cropper on behalf of Sea Oaks Village, LLC for allocation of 10 equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve phase II of the project, which is identified on Tax Map 26 as Parcel 274. Mr. Mitchell advised that 110 EDUs within the Mystic Harbour SSA have currently been allocated for phases I and II of the development, and 46 remaining EDUs are available in Area 2 (south of the airport) are available if the commissioners choose to approve this request.

After much discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously approved Option 1 to approve the allocation of 10 EDUs to the property by utilizing sewer EDUs from the Single Family Dwelling category from Area 1, which will require the owner to connect to Mystic Harbour water and purchase 10 water EDUs to compliment the sewer allocation.

Public Works Director Dallas Baker introduced the commissioners to Public Works Deputy Director Chris Clasing, who replaced John Ross who retired in December 2021. Pursuant to the recommendation of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved the Mystic Harbour Service Area Sea Oaks Turnover Documents to accept the water and sewer infrastructure from Sea Oaks for phase I.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Bertino, the commissioners voted 5-1, with Commissioner Bunting voting in opposition, to send a letter to the Eastern Shore Delegation requesting the introduction of State legislation that would grant small alcohol manufactures the ability to obtain

a Class L license from the Worcester County Liquor Board. In response to comments by Commissioner Bunting, Ms. Pursel advised that this would allow the business to offer other Maryland-made manufacturer's products along with their own. For example, a local winery would be able to diversify their products to sample and sell State-made spirits.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Richard Wells to the Planning Commission, and on behalf of Commissioner Mitrecic to reappoint Ashley Harrison to the Economic Development Advisory Board, Jake Mitrecic to the Housing Review Advisory Board, and Lauren Taylor to the Tourism Advisory Committee.

Upon a nomination by Commissioner Elder, the commissioners unanimously agreed to appoint Joseph Stigler to the Recreation Advisory Board.

Upon a nomination by the Library Board and a motion by Commissioner Bertino, the commissioners unanimously agreed to appoint Kathryn Culbertson of Snow Hill and reappoint Nancy Howard of Ocean City to the Library Board.

The Commissioners met with Finance Officer Phil Thompson and Chris Hall of TGM Group, LLC, Certified Public Accountants to review the County's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2021. Mr. Thompson stated that this document represents the County's fiscal report card, stat sheet, and fiscal state of the County, all in one document, and County staff send the ACFR to more than 100 entities the County does business with, as well as international bond rating firms, Moody's, Fitch, and Standard & Poors, which use this data to assign the County's credit rating, the financial analysts and institutions that currently hold or bid on the County's bond offerings, and most importantly make it available to the public on the County website at [www.co.worcester.md.us](http://www.co.worcester.md.us). Mr. Thompson then announced that the County was awarded the Certificate of Achievement for Excellence in Financial Reporting for the thirteenth consecutive year by the Government Finance Officers Association (GFOA) of the United States and Canada for its ACFR for FY20. This award is the highest form of recognition awarded to local governments in the areas of accounting and financial reporting and assures the users of the County's financial statements that the County is complying with the most recent accounting and finance pronouncements in a format that is widely acceptable. He recognized key members of the finance team, Budget Officer Candace Savage, Assistant Finance Officer Jessica Wilson, Tax Manager Michelle Carmean, Enterprise Fund Controller Barbara Hitch, and Senior Budget Accountant Kim Reynolds, for the dedication and knowledge they provide and for the support and guidance that Mr. Higgins and the Commissioners have given to staff, noting that it would not be possible to accomplish this without their dedication to excellence in financial reporting.

Mr. Hall reviewed the Independent Auditors' Report, issuing Worcester County an unmodified opinion (previously referred to as a "clean opinion"), which represents the highest assurance TGM can give. He then reviewed the Independent Auditor's Report and other areas of the ACFR. He stated that the ACFR is the most important document the County's financial team produces, and he commended them for the job they do and for partnering with TGM auditors to complete this project. Commissioner Mitrecic thanked Mr. Hall and his team for all their work.

In response to a request from Commissioner Bunting, the commissioners agreed to review a letter from the State Fire Marshal at their next meeting interpreting the State requirement to install automatic fire systems in manufactured homes used as dwelling units, as defined in COMAR 09.12.52.02 and directed Mr. Leslie to determine the status of the opinion to be rendered by the Attorney General's Office on the legality of the State's Attorney with regard to this matter.

Commissioner Nordstrom announced that he will be running for reelection to the Board of County Commissioners of Worcester County for the 2022-2026 term.

In response to concerns raised by Commissioner Mitrecic and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to send a letter of support for Sandpiper to run its main line into Pocomoke.

Commissioner Mitrecic stated that the Town of Ocean City has offered the County the opportunity to utilize space in the new Ocean City Public Safety Building for the State's Attorney's Office. He advised the he and Mr. Young toured the facility and plan to discuss the request with State's Attorney Chris Heiser. Following some discussion, the commissioners agreed that they would like to receive more information about the space at a future meeting.

The commissioners answered questions from the press, after which they adjourned to meet again on January 18, 2022.



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

## COMMENDATION

**WHEREAS**, we congratulate Stephen Decatur High School (SDHS) senior Noah Fisher for dominating the courts to take the 2SA East Section II and 2A East Region championships before advancing to secure the Maryland 2A State Tennis Championship title in June 2021; and

**WHEREAS**, Worcester County is extremely proud of Mr. Fisher for the hard work and dedication he invested to complete an undefeated junior season and return the championship title to SDHS for the first time in 23 years.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Noah Fisher** for his hard work and dedication in attaining the Maryland 2A State Tennis Championship title.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of January, in the Year of Our Lord Two Thousand Twenty-Two.



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Joseph M. Mitrecic, President

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Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

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Madison J. Bunting, Jr.

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James C. Church

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Joshua C. Nordstrom

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Diana Purnell

TEL: 410-632-1194  
FAX: 410-632-3131  
WEB: www.co.worcester.md.us



COMMISSIONERS  
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THEODORE J. ELDER, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
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DIANA PURNELL

OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, following their retirement, we commend Doctors Mary and Paul Fleury for providing outstanding healthcare to the residents and visitors of Pocomoke and all of Worcester County for 41 years; and

**WHEREAS**, throughout the course of their exemplary careers, Doctors Mary and Paul Fleury have played an integral role in protecting public health, and they continue to be highly-respected and beloved members of the Lower Eastern Shore community.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Doctors Mary and Paul Fleury** for their years of providing outstanding healthcare services to Worcester County residents, and we wish them a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 18<sup>th</sup> day of January, in the Year of Our Lord Two Thousand and Twenty-Two.



\_\_\_\_\_  
Joseph M. Mitrecic, President

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Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

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James C. Church

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Joshua C. Nordstrom

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Diana Purnell



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

**DALLAS BAKER JR., P.E.**  
 DIRECTOR

**JOHN S. ROSS, P.E.**  
 DEPUTY DIRECTOR

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

## MEMORANDUM

**TO:** Weston Young P.E., Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker*  
**DATE:** January 10, 2022  
**SUBJECT:** Mystic Harbour Wastewater Treatment Plant  
 Replacement Membrane Modules

### 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

Public Works is requesting approval to purchase eleven replacement membrane modules and O-ring seals for the Mystic Harbour Wastewater Treatment Plant. This is a sole source item and must be purchased from Suez due to the interfacing requirements with the existing treatment plant infrastructure.


Membrane modules are essential in filtering solids and contaminants out of the wastewater during the treatment process. The new membrane modules will replace existing modules that are broken and past their useful life.

The total cost for eleven replacement membrane modules and seals is \$25,337.85 (see attached quotation documents). There is currently \$30,000 in the FY22 Water and Wastewater Capital Equipment budget in Account #545.9010.090.


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

### Attachments

cc: Chris Clasing, P.E. Deputy Director  
 Gary Serman, W/WW Facilities Supervisor  
 Barbara Hitch, Enterprise Fund Controller


		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
08DEC2021		08JAN2022		20524267		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES		
Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Payment Terms		
				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				DDP Berlin, MD		
Currency: U.S. Dollar				Freight: Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3184506 MOD/PKG-ZW500D,RX11,36.7m2(395ft2),1M					
	11 EA	11	EA	2,229.00	EA	24,519.00
	Quantity Discount			20.00	%	- 4,903.80
20	3033690 O-RING,EPDM,118,70DUR,500D DUMMY HEADER					
	20 EA	20	EA	0.29	EA	5.80
30	3040447 KEY,ZW500D,ELEMENT ENDCAP					
	5 EA	5	EA	1.17	EA	5.85
40	3095534 FEE,FREIGHT/INSURANCE					
	1 EA	1	EA	5,711.00	EA	5,711.00
Prepared By: Marylyn Mullin SUEZ Commercial Operations, ZeeWeed Products PLEASE REFERENCE THIS QUOTATION NUMBER						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.


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				Net 30 Days from Date of Receipt of Invoice		
				Inco Terms		
				DDP Berlin, MD		
Currency: U.S. Dollar				Freight: Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	<p>with your order to ensure correct pricing and on-time delivery. Please notify the contact above if changes to this quotation are needed.</p> <p>PLEASE PROVIDE REQUESTED DELIVERY DATE with your order.</p> <p>PLEASE CLEARLY DEFINE THE DELIVERY LOCATION AND THE RECEIVER'S EMAIL &amp; TELEPHONE. PLEASE SPECIFY RECEIVING HOURS AND ANY SPECIAL OFF-LOADING REQUIREMENTS.</p> <p>AVAILABILITY / LEAD TIME: Estimated lead time is 20-28 weeks, exclusive of freight transit time.</p> <p>ORDER PLACEMENT / ORDER STATUS: Please send your Purchase Order to:</p> <p>SUEZ North America Customer Care Contacts:</p>					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.




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				Inco Terms		
				DDP Berlin, MD		
Currency: U.S. Dollar				Freight: Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Tel: 1-866-439-2837 (Select Option 2) Email: <a href="mailto:csc.customerequipment.wts@suez.com">csc.customerequipment.wts@suez.com</a>  *Note: Minimum Order Value is \$100.00 *Note: please follow the PO guidelines in the covering email of this quote < OR >  SELF-SERVICE - Visit our eStore @: <a href="http://www.estore.suezwatertechnologies.com">www.estore.suezwatertechnologies.com</a>  For help with registration or existing order, please email: <a href="mailto:csc.digital-nam.wts@suez.com">csc.digital-nam.wts@suez.com</a>  *Note: No minimum order value required if using eStore  SHIPPING POINT:					


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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B493		Marylyn Mullin				
Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES		
Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Payment Terms Net 30 Days from Date of Receipt of Invoice		
				Inco Terms DDP Berlin, MD		
Currency: U.S. Dollar				Freight: Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Minnetonka, MN USA 55343 #or# Oakville, ON Canada L6M 4B2  TAXES: Taxes are not included in this quotation.  PAYMENT: SUEZ prefers to receive payment by wire transfer and will also accept payment by courier check/cheque.  Wire transfer information for #legal entity# send details to: SHD WATS REMIT-NAM shd-wats-remit-nam@suez.com Deutsche Bank Trust Company Americas 60 Wall St New York, NY 10005 USA					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3239 DUNDAS STREET WEST OAKVILLE, ON L6M 4B2 PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)		Quotation		
Quote Date		Quotation Exp. Date		Suez WTS Quote		
08DEC2021		08JAN2022		20524267		
Sales Org.		Sales Representative / Contact		Reference		
B493		Marylyn Mullin				
Sold To: 1000120147 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				Ship To: 4000147940 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES		
Bill To: 0000476958 WORCESTER CO. WATER & WASTEWATER 1000 SHORE LANE BERLIN MD 21811 UNITED STATES				<b>Payment Terms</b> Net 30 Days from Date of Receipt of Invoice		
				<b>Inco Terms</b> DDP Berlin, MD		
Currency: U.S. Dollar				Freight: Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	Account Number: 50272952 SWIFT Code: BKTRUS33 ABA Routing Number: 021001033  <b>TERMS:</b> All sales are subject to SUEZ's terms and conditions, contained within this quotation.  ..... Thank You! - We Appreciate Your Business! ..... .....  <b>ANNOUNCEMENT:</b> SWTS would like to note that under the current exceptional circumstances under the COVID-19 Pandemic situation, SWTS may not be in a position to					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained within this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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				Inco Terms		
				DDP Berlin, MD		
Currency: U.S. Dollar				Freight: Freight Prepaid		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	guarantee and comply with the planned schedule for product / project delivery or performance and that should there be any new measures taken by any governmental authority which may impede or delay the said schedule or performance, SWTS reserves the right to modify the schedule / contract accordingly. SWTS will promptly inform you of any changes which may impact the contract or the project. .....					
SALES DISCOUNT				USD		0.00
NET PRICE				USD		25,337.85
TOTAL AMOUNT						25,337.85

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

## Suez Water Technologies &amp; Solutions

## Terms &amp; Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale from the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provision communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.

3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due not thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.

10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.

11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

-to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. Termination and Cancellation. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.



## WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

*Working together for healthier communities!*

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To: Joseph Parker, Deputy Chief Administrative Officer  
From: Jessica Sexauer, Director of Local Behavioral Health Authority  
Date: January 11, 2022  
Subject: Recommendation for Peer Expansion in Opioid Treatment Programs

The Worcester County Local Behavioral Health Authority received one proposal as a result of the Request for Proposal for expanding Peer Support Specialists in Opioid Treatment Programs licensed by the Behavioral Health Administration.

The Worcester County Local Behavioral Health Authority is recommending Open Arms and Hearts Health Services, LLC be selected for implementation of the Peer Expansion in Opioid Treatment Programs project in Worcester County.

This would allow Open Arms and Hearts Health Services, LLC to embed Peer Support Specialists within their agency to promote recovery, increase treatment engagement, and coordinate with other community resources to support needs of those receiving services through their agency. This would also allow the hired Peer Support Specialists the opportunity to participate in training opportunities for Peer Support Specialists to become certified, which is approximately a two-year process. Our office will offer technical assistance and oversight to assure program goals will be met.

Thank you for your consideration.

CC: Weston Young, Chief Administrative Officer





## Request for Proposals Opioid Treatment Program (OTP) Expansion Worcester County Health Department

### Introduction and Conceptual Overview

The Worcester County Local Behavioral Health Authority (WCLBHA), an agency of the Worcester County Health Department, has received funding for the purpose of hiring Peer Recovery Specialists within Opioid Treatment Programs (OTPs) in Worcester County. The Peer Recovery Specialists will be hired and supervised by the OTP provider(s). The provider must be approved as a licensed and accredited behavioral health provider under COMAR 10.63 Community Based Behavioral Health Programs and Services, and licensed under COMAR 10.63.03.19 with an office in Worcester County, Maryland.

The Local Behavioral Health Authority is seeking an OTP for the purpose of hiring Peer Recovery Specialists for implementation of Peer Expansion in Worcester County, Maryland. It is desired for the provider (s) to have a Registered Peer supervisor to supervise the Peer Recovery Specialists.

### Program Objectives

The primary objective of this funding opportunity is to expand the availability of Peer Recovery services for individuals who utilize medication to support their ongoing recovery from opioids. Evidence suggests when paired with clinical services; a person recovering from substance related disorders often benefit from the support provided by individuals who have lived experience with recovery themselves. Currently there are limited opportunities for individuals utilizing Medication Supported Recovery (MSR) to engage with Peer Recovery Specialists and develop their recovery capital. This funding opportunity expands the availability of this vital workforce and recovery support service for interested OTP programs in Maryland.

### Services

To be considered, the provider must:

1. Comply with all fiscal and programmatic requirements as they relate to the OTP Expansion Program in the manner prescribed by the Local Behavioral Health Authority and Behavioral Health Administration; this includes budget requests, budget narratives, budget modifications, programmatic issues, and staffing. Provider must be in good standing with the State Comptroller's Office.
2. Hire and employ up to two (2) Full Time Equivalent Peer Recovery Specialists whose role and function is specific and dedicated to OTP Expansion who meets the minimum qualifications for the Department of

Budget and Management (DBM) classification of a Peer Recovery Specialist I, Certified or a Peer Recovery Specialist II, Certified.

3. Report any resignation of a Peer Recovery Specialist to the WCLBHA within two business days.
4. Submit a contingency plan to Worcester County LBHA to ensure that the requirements will continue until another Peer Recovery Specialist is hired. Contingency plan is due within 30 days notice of award.
5. The Peer Recovery Specialists should be supervised by a Registered Peer Recovery Supervisor (RPS) with the selected provider in accordance with the requirements of the Maryland Addiction and Behavioral Health Professionals Certification Board (MABPCB). To find out how to become a registered peer recovery supervisor visit <https://mapcb.wordpress.com/cprs/>.
6. Ensure that training required for Peer Recovery Specialists to obtain certification is made available, approve training hours in accordance with MABPC requirements, and monitor and support the Peer Recovery Specialist in meeting certification requirements.
7. Meet with WCLBHA no less than once per month for updates/ information sharing that is pertinent to the OTP Peer Support Expansion Program.
8. Allow the Peer Specialists access to an agency vehicle or provide the Peer Recovery Specialist mileage reimbursement for work-related travel.
9. Complete and submit a Quarterly Narrative Report (Attachment B), to WCLBHA on the following dates:
  1. October 15
  2. January 15
  3. April 15
  4. July 15
10. Complete an Expenditure Report with supporting documentation to be submitted by the 10<sup>th</sup> of each month for reimbursement.

The role of the **Opioid Treatment Program (OTP) Provider** includes but is not limited to:

1. Hire PRS/CPRS to implement program services and ensure quality supervision of peer staff,
  - a. PRS/CPRS funded through this project may not be employed by an OTP in which they are actively receiving treatment,
  - b. It is preferred, but not required, that PRS/CPRS funded through this project have lived experience utilizing MSR;
2. Provide supervision by a Registered Peer Recovery Supervisor (RPS) employed by the agency for all PRS/CPRS working within the program;
3. Provide a detailed job description for Peer Recovery Specialists and Peer Recovery Supervisor;
4. Create a designated space(s) for OTP PRS/CPRS to meet with program participants and facilitate peer recovery support services;
5. Afford PRS/CPRS the opportunity to attend a one-time Peer Training Academy facilitated by Maryland Department of Health-Behavioral Health Administration

- (MDH-BHA) that provides the workforce with training hours required for credentialing;
6. Would also be required to use the Wellness Recovery Action Plan (WRAP) an evidence based highly individualized self-care plan;
  7. Afford PRS/CPRS the opportunity to attend regularly scheduled "OTP Peer Learning Collaborative" facilitated by MDH-BHA;
  8. Provide opportunities for supervision for the PRS/CPRS facilitated by a RPS;
  9. Participate in meetings as requested by local jurisdiction;
  10. Provide data reports to the local jurisdiction as identified within Attachment B;
  11. Must have the ability to track the number unduplicated people served;
  12. Meet all reporting deadlines.

## Performance Measures:

- Directly contact in person/ through telehealth services / through phone or by way of various internet meeting platforms 90% of individuals on current caseload. Twenty (20) people in Fiscal Year 2022 and 50 people Fiscal Year 2023.\_\_\_\_
- Refer at least 85% of current caseload to supportive/recovery resources.\_\_\_\_
- Refer 100% of case load that need substance use disorder treatment to a licensed substance use disorder (SUD) treatment program for a clinically appropriate assessment at an appropriate level of care.\_\_\_\_ \_
- Educate 85% of current caseload with recovery tools/supports to enhance the participant's recovery experience.\_\_\_\_ \_

## Availability of Funds

All bids will be conditional based upon the availability of sufficient funds. The annual amount budgeted for direct costs in FY22 shall not exceed \$76,477 for the fiscal year. The award shall be based on a contract period of 1/1/2022-6/30/2022. The annual amount budgeted for direct costs in FY23 (7/1/2022-6/30/2023) shall not exceed \$160,219. Programs submitting proposals exceeding \$100,000 or more in any given fiscal year will be required to submit an independent audit report.

## Eligible use of Funds

OTP Peer Expansion funding may be used to provide for but is not limited to:

1. Staffing;
2. Training costs, including WRAP training;
3. Supplies and IT Equipment;
4. Administrative costs;
5. Independent audit report not to exceed \$15,000 for contracts at \$100,000 or above;

6. Other related expenses as approved by BHA.

**Ineligible use of Funds**

OTP Peer Expansion funding may not be used for any of the following activities.

1. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders;
2. No funds provided under this RFP may be used by you or any sub-recipient under the grant to support lobbying activities to influence proposed or pending federal or state legislation or appropriations;
3. Funds may not be used or reimbursed for time spent responding to RFP;
4. Funding may not be used for treatment services that are reimbursable by Medicaid or through the Public Behavioral Health System.

**Other conditions**

1. Failure to comply with the terms and conditions may lead to possible delays in funding, suspension, reduction and or termination of an Award. Further, WCLBHA and BHA reserves the right to recover partial or full award amounts as deemed necessary and with supporting justification;\_\_\_
2. Grantee agrees to abide by the statutory requirements of all sections of the Substance Abuse Prevention and Treatment Block Grant (SABG) (Public Health Service Act, Sections 1921-1935 and sections 1941-1957) (42 U.S.C. 300x-21-300x-35 and 300x-51-300x-67, as amended), and other administrative and legal requirements as applicable for the duration of the award;
3. Grantee agrees The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace;

**Description of Proposal**

The proposal shall adhere to the following format. Pages shall be numbered, and each section shall be divided and labeled including the following sections:

- Section 1**      Program Plan (10 points)- Provide a statement of not more than one page outlining how the organization will assure adequate staff availability to participate in training, technical assistance, evaluation and implementation of OTP Peer Expansion in Worcester County.
- Section 2**      Scope of Services and Service Delivery Plan (35 points)

Describe in detail how the program will work to fully implement conditions outlined for hiring the Peer Recovery Specialists collaborating with the WCLBHA

**Section 3 Organizational Capacity Statement (25 points)**

- A. Include the organizational history, nature, and scope of business activities, and organizational structure.
- B. If incorporated, provide a copy of the most current articles of incorporation. Additionally, provide a roster of all members of the organization's Board of Directors, including addresses and telephone numbers.
- C. Include an organizational chart depicting the relationship of the project to the current organization. If organization also offers direct SUD to potential targeted consumers, define the separate organizational relationship of the project to the direct service program(s) under the larger organizational structure.
- D. Describe experience and relevant former activities of the organization, which demonstrate an ability to provide the specific services of the proposed project.
- E. Provide documentation showing the organization is in good standing with the State Comptroller's Office.

**Section 4**      Staffing (15 Points) - Provide a list of staff and their qualifications. Include positions' description and the total number of full-time equivalents (FTE) and part-time (PT) positions by program area. Include a statement indicating that recruitment, training, and supervision procedures are in compliance with the Equal Employment Opportunity (EEO) guidelines; and the Americans with Disabilities Act (ADA).

**Section 5 Financial and Budget (15 Points)**

- A. Include audited financial statements, including any management letters, for the past three years. Additional information may be requested.
- B. Provide a line item budget for an amount not to exceed \$76,477 for the service agreement of 1/1/2021-6/30/2022 utilizing DHMH Form Program Budget 432B (Program Budget) of DHMH Forms 432A-H (Human Service Contract Proposal) including a narrative detailing proposed expenditures. (ATTACHMENT A)

**Selection Schedule**

County Commissioners meeting in which the RFP was released: **July 20, 2021.**

Pre-Proposal Conference: *N/A*

RFP due to the Worcester County Administration: **November 29, 2021 by 1:00 pm.**

Evaluation Meeting: Week of **November 29, 2021.**

County Commissioners meeting to submit vendor(s) selected: **December 7, 2021**

Chosen vendor will be contacted by: **Letter.**

The vendor chosen will be notified by WCLBHA staff by **December 14, 2021.** A follow up meeting will then be scheduled. Vendors are expected to begin implementing by **December 20 16, 2021**

Interested parties must submit one (1) original and five (5) copies of their proposal to the Worcester County Government by the established deadline of **November 29, 2021 at 1:00 pm.** The Worcester County Government will ensure that all proposals received by the deadline are given to the WCLBHA. Proposals should be addressed and mailed or hand carried to:

**Office of the County Commissioners**

**ATTN: Mr. Weston Young, Chief Administrative Officer**

**Worcester County Government Center**

**One West Market Street, Room 1103**

**Snow Hill, MD 21863**

ATTACHMENT A

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## ATTACHMENT B

### OTP Peer-to-Peer QUARTERLY REPORT

This report should be submitted quarterly to the WCLBHA within 15 days from the close of the reporting period. Submission deadlines are identified below.

Send reports to [Worcester.lbha@maryland.gov](mailto:Worcester.lbha@maryland.gov)

- ☐ Quarter 1 Deadline ----- October 15<sup>th</sup>  
☐ Quarter 2 Deadline ----- January 15<sup>th</sup>  
☐ Quarter 3 Deadline ----- April 15<sup>th</sup>  
☐ Quarter 4 Deadline ----- July 15<sup>th</sup>

List ALL positions funded in part or wholly by this award -     -     -	

<b>Jurisdiction</b>	<b>Person Completing Form</b>
<b>Contact Email Address</b>	<b>Contact Telephone Number</b>
<b>Total # of funded CPRS positions</b>	<b>Total# of funded PRS positions</b>
<b>Total# of 1-on-1 Peer Contacts</b>	<b>Total# of Unduplicated Served by Peers</b>
<b>Monthly Expenditures</b>	January 2022:  February 2022:  March 2022:



## ATTACHMENT C

### Definitions for OTP Peer Expansion Program

- A. **Award Letter** - the letter from WCLBHA to the Award Recipient specifying the value and tenure of the grant that has been awarded.
- B. **Award Recipient(s)** - An entity meeting eligibility as a licensed and accredited behavioral health provider under COMAR 10.63 Community Based Behavioral Health Programs and Services, and licensed under COMAR 10.63.03.19 with an office in Worcester County, Maryland to which an award has been made by the WCLBHA and has assumed responsibility for implementation of the agreed upon project.
- C. **Award Period** - the period of the Award as set forth in the Award Letter.
- D. **BHA** - Behavioral Health Administration
- E. **WCLBHA**- Worcester County Local Behavioral Health Authority
- F. **Report**- A written record submitted to BHA, in the form and manner prescribed, on which the Award Recipient reports on the activities undertaken during a specified timeframe (i.e., monthly, quarterly etc.).
- G. **Peer to Peer Services** - recovery support services that are facilitated exclusively by individuals who identify as having lived experience in behavioral health recovery. These individuals are professionally known as Peer Recovery Specialists (PRS) and Certified Peer Recovery Specialists (CPRS) when working in the credentialed status of this role. These services can be facilitated within a formal setting such as a community based treatment program but are not exclusive to that setting. Peer services are also effective in non-traditional settings such as no-barrier community support agencies, areas in the community where high rates of overdose, homelessness, and other health disparities exist, and other diverse settings such as hospitals, court houses, and jails. Peer-to-Peer services will demonstrate a high degree of flexibility and be individualized to the person receiving support. Services will empower people served allowing them to exert control over their lives and exercise the maximum level of self-determination. Peer-to-Peer services will focus on supporting recovery and establishment of a life in the community.
- H. **1 - on - 1 Peer Contact** - a peer support service delivered via phone or in person, lasting at least 15 minutes in duration.
- I. **Peer Recovery Specialist (PRS)** - An individual providing Peer Recovery Support Services who has NOT yet obtained the Certified Peer Recovery Specialist (CPRS) credential from a credentialing board identified by the State.

- J. **Certified Peer Recovery Specialist (CPRS)** - An individual providing Peer Recovery Support Services who has obtained the Certified Peer Recovery Specialist (CPRS) credential from a credentialing board identified by the State.
- K. **Registered Peer Supervisor (RPS)** - An individual who supervises certified and non-certified Peer Recovery Specialists and has obtained the Registered Peer Supervisor (RPS) endorsement from a credentialing board identified by the State.
- L. **Medication Assisted Treatment (MAT) / Medication Supported Recovery (MSR)** - according to SAMHSA; a behavioral health treatment that includes the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders. Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient's needs.
- M. **Opioid Treatment Program (OTP)** - a program or practitioner engaged in opioid treatment of individuals with the use of medication-assisted treatment (MAT)". OTPs must successfully complete the certification and accreditation process and meet other requirements outlined in 42 CFR 8. Requirements include: OTPs must be both certified and accredited; Licensed by the state in which they operate; and Registered with the Drug Enforcement Administration (DEA), through their local DEA office.



EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002


SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Public Safety Radio System Interference Mitigation

Date: January 10, 2022

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The Department of Emergency Services is seeking authorization to proceed with a proposal from L3Harris to perform several changes of frequencies/channels used on the public safety radio system, in the amount of \$340,688.55. (Which will cover materials, program management, engineering services, FCC licensing, tropospheric testing, installation, retuning, and radio system testing). This project is to address interference mitigation project addressing "Tropospheric Ducting", aka, extensive seasonal radio interference.

This proposal represents several months of work between county staff and L3Harris to maximize benefits to the county public safety radio system while controlling costs. Additionally, staff has performed extensive field testing and developed a comprehensive mitigation plan to address this project.

This \$340,688.55 amount is funded from a previously approved FY2021 public safety equipment budget line which we assigned \$580,000.00. This project provides us the best available options to address the interference our system is experiencing.

I am available to answer any questions at your convenience.

Attachments (2)



**AMENDMENT 7 TO SYSTEM PURCHASE AGREEMENT**

THIS AMENDMENT 7 ("Amendment") is made and entered into this      day of     , 2021 ("Effective Date"), by and between County Commissioners of Worcester County, Maryland ("Buyer") and L3Harris Technologies, Inc. acting through its Communication Systems Segment ("Seller").

**RECITALS**

**WHEREAS** the Parties entered into a System Purchase Agreement on September 18, 2015 for Seller to provide an 800 MHz P25 Radio System Migration ("Agreement");

**WHEREAS** the Parties i) entered into the First Amendment to System Purchase Agreement ("First Amendment") on October 05, 2016, ii) entered into the Second Amendment ("Second Amendment") on March 28, 2017, iii) entered into the Third Amendment ("Third Amendment") on September 19, 2017, iv) entered into the Fourth Amendment ("Fourth Amendment") on February 06, 2018, v) entered into the Fifth Amendment ("Fifth Amendment") on July 3, 2018 and vi) entered into the Sixth Amendment ("Sixth Amendment") on September 3, 2019;

**WHEREAS**, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are collectively referred to as the "Agreement";

**WHEREAS**, the parties now desire to enter into this Amendment to further modify the Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises of the parties to this Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereby do hereby agree as follows:

1. Purpose – Buyer and Seller agree to remove the antenna installation, coverage characterization and structural analysis tasks from the original proposal submittal.
2. Price – The price of this amendment shall be \$340,688.55 ("Total Amendment Price") as detailed in the Interference Mitigation Proposal dated October 2021 which is attached hereto and incorporated herein as **Attachment A**. The Total Amendment Price shall be paid in accordance with the Agreement OR the Total Amendment Price shall be paid in accordance with the amendment payment schedule.
3. Scope of Supply – Seller shall provide the goods and services detailed in the statement of work as defined in the Interference Mitigation Proposal dated October 2021, which is attached hereto and incorporated herein as **Attachment A**.
4. Total Agreement Price – The Total Agreement Price as detailed in the Agreement shall be updated as follows:

Description	Date	Value
Total Agreement Price	09/18/15	\$5,075,000.00

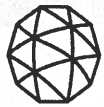


Amendment 1 Price	10/05/16	\$0.00
Amendment 2 Price	03/28/17	\$0.00
Amendment 3 Price	09/19/17	\$265,175.16
Amendment 4 Price	02/06/18	\$0.00
Amendment 5 Price	07/03/18	\$0.00
Amendment 6 Price	09/03/2019	(\$36,000.00)
Amendment 7 Price		\$340,688.55
<b>Updated Total Agreement Price</b>		<b>\$5,644,863.71</b>

5. Full Force and Effect – The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.
6. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

*[Signatures Follow]*

DRAFT



IN WITNESS WHEREOF, Buyer and Seller, through their duly authorized representatives, have executed this Amendment.

**BUYER**

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

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

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

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

Date: \_\_\_\_\_

**SELLER**

**L3HARRIS TECHNOLOGIES, INC.  
COMMUNICATION SYSTEMS  
SEGMENT**

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

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

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

Date: \_\_\_\_\_

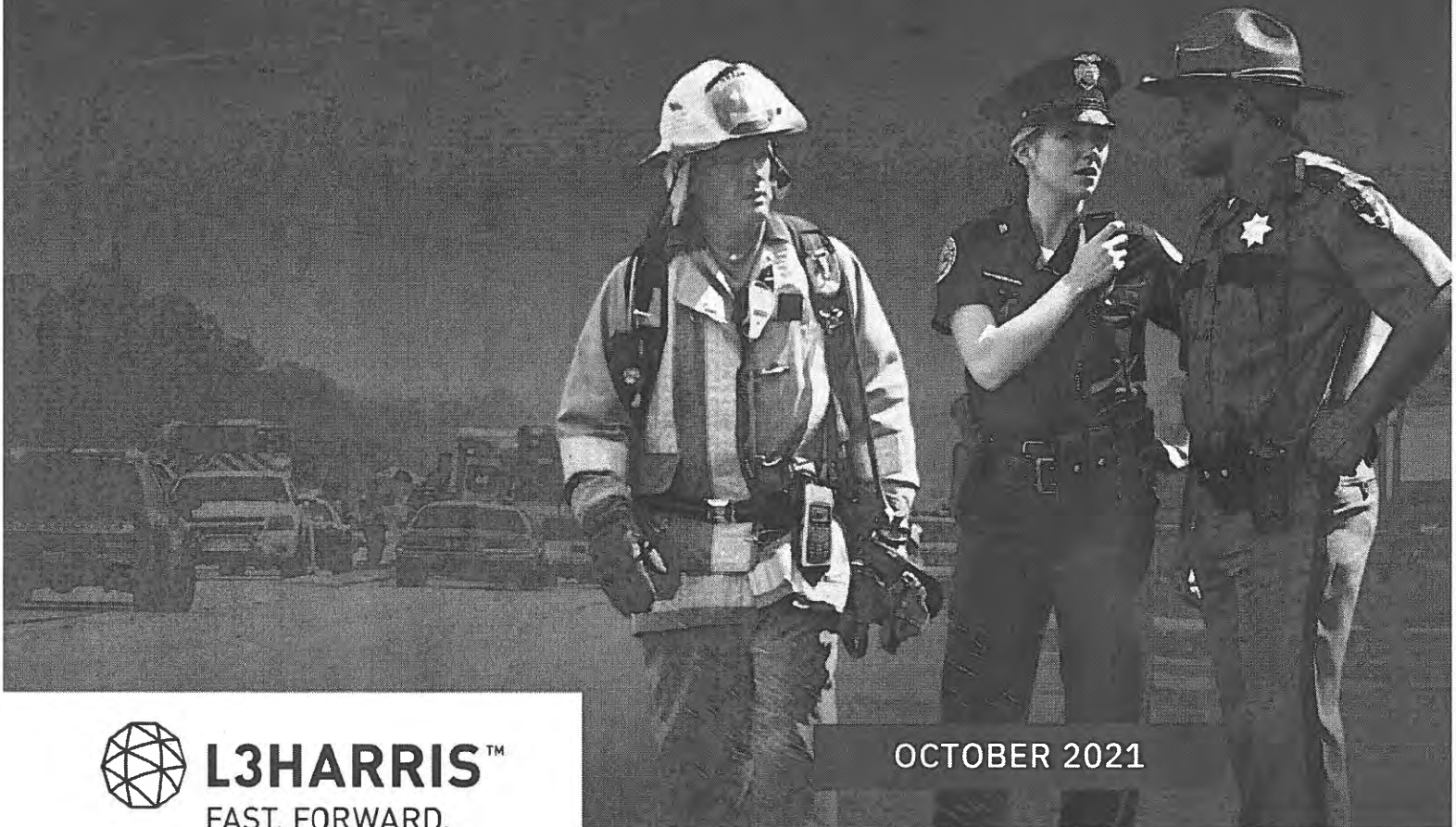
Attachment(s):

A. Interference Mitigation Proposal, dated October 2021



# INTERFERENCE MITIGATION

WORCESTER COUNTY, MD



**L3HARRIS™**  
FAST. FORWARD.

OCTOBER 2021

221 JEFFERSON RIDGE PKWY | LYNCHBURG, VA 24501 | [L3HARRIS.COM](http://L3HARRIS.COM) | [#L3HARRIS](https://twitter.com/L3HARRIS)

PROPRIETARY INFORMATION: L3Harris Technologies, Inc., through its Communication Systems Segment, complies with all federal, state and local laws, ordinances, rules, and regulations regarding disclosure. However, L3Harris must still protect its trade secrets, intellectual property, and other confidential and competition sensitive business information. The enclosed proposal includes pricing, system design, trade secret and other confidential and competition sensitive information which is labeled as such in the proposal. Disclosure of any portion of this proposal shall be permitted only after the express written consent of L3Harris is provided. After award notification and upon official written request, L3Harris will disclose any proposal information that is no longer considered confidential or competition sensitive.

# INTRODUCTION

L3Harris Technologies, Inc. (“L3Harris”) is pleased to provide this Change Order Proposal to Worcester County, Maryland (the “County”). L3Harris looks forward to reviewing the Proposal with the County and executing a Change Order to the System Purchase Agreement dated September 18, 2015, as amended, between the County and L3Harris (the “Purchase Agreement”)

## Proposal Summary

L3Harris is proposing the following:

1. L3Harris is providing its recommendations to the County for new frequency spectrum and changes to the MASTR-V equipment.
2. Upon agreement on the technical and contractual terms with the County, the County and L3Harris execute a change order to enhance and improve the radio system and reduce the unanticipated interference.
3. L3Harris to implement the spectrum changes to the MASTR-V equipment.
4. L3Harris will present the study data to the County



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Background

Project Statement of Work

800 MHz Channel Testing

Functional Test Plan

L3Harris Scope of Responsibility

Responsibility Matrix

Schedule

Pricing

Channel Search Methodology

# CONFIDENTIAL INFORMATION

L3Harris Technologies, Inc., through its Communication Systems Segment, complies with all federal, state and local laws, ordinances, rules, and regulations regarding disclosure. However, L3Harris must still protect its trade secrets, intellectual property, and other confidential and competition sensitive business information. The enclosed proposal includes pricing, system design, trade secret and other confidential and competition sensitive information which is labeled as such in the proposal. Disclosure of any portion of this proposal shall be permitted only after the express written consent of L3Harris is provided. After award notification and upon official written request, L3Harris will disclose any proposal information that is no longer considered confidential or competition sensitive.

There are only a few companies in the United States that offer for sale land mobile radio system products and services. There are also just a relatively few number of opportunities each year to sell these products and services. L3Harris' trade secret information and confidential commercial information have economic value by not being generally known to or readily ascertainable by its competitors and other third parties. L3Harris diligently works to maintain and protect the secrecy of this information. Divulging this information will injure L3Harris in future sales opportunities and provide L3Harris' competitors with an unfair economic and competitive advantage in the marketplace. This confidential, trade secret information includes, but is not limited to, pricing information; new and existing product information; coverage prediction information and related methodologies; subcontractor information; customer information; system design information and related methodologies; functional, coverage and other testing information and related methodologies; system implementation information and related methodologies; information related to L3Harris' cutover and migration plan and related methodologies; and information related to warranties, maintenance, and support, including information concerning the life-cycle of L3Harris products.

*As previously communicated, Harris Corporation and L3 Technologies announced plans to merge, bringing together two extraordinary and highly complementary technology portfolios to become one agile global aerospace and defense technology leader called L3Harris Technologies, Inc. This statement serves as notification that, effective June 29, 2019, the merger of Harris Corporation and L3 Technologies is complete.*

*As a result, Harris Corporation was renamed L3Harris Technologies, Inc. and L3 Technologies is now a wholly owned subsidiary of L3Harris Technologies, Inc. There is no legal entity change as a result of this merger. Also, at this time there will be no changes to accounting, estimating, billing and other business systems. We are in the process of evaluating the effect of this organizational change on our cost structure and will provide updates as changes become known.*

*Please be assured of our continued commitment to our relationship and to remaining focused on delivering excellent program execution throughout the integration process.*

# BACKGROUND

The County radio system has experienced a high number of carrier alarms due to unanticipated interference, mostly during the late summer months. The interference has come from other geographically distant radio systems using the same channels, which were FCC approved using typical channel reuse spacing. Along the coast, an atmospheric condition called tropospheric ducting occurs in the summer months which carries the channel noise much farther than normal reuse spacing and results in the interference. As a natural phenomenon, this is not something the County or L3Harris has control over or can accurately predict.

L3Harris performed an extensive analysis of 32 channels (existing 8 plus 24 new) during the summer months in 2020 to identify channels which will likely receive less interference. The proposed channels are still subject to the effects of the tropospheric ducting and interference was observed to still occur but less often and with less intensity than with the existing system channels. A summary report of the 2020 work is being provided as part of this Proposal. A full review of the channel selection process will be conducted with the County as part of a Customer Design Review process before the channel update is begun.

L3Harris has had discussions with the FCC Regional Planning Commission (RPC) about the channel interference issue, and the RPC is prepared to work with L3Harris and the County to provide channels with greater geographical separation than the current channels. This will help to reduce the interference and carrier alarms.

The following table shows the existing and proposed channel plans:

Existing Channels			High Carrier Alarms?
1	855.9625	810.9625	No
2	856.4625	811.4625	Yes
3	857.4625	812.4625	Yes
4	857.7125	812.7125	Yes
5	858.4625	813.4625	Yes
6	858.7125	813.7125	Yes
7	859.4625	814.4625	No
8	859.7125	814.7125	Yes

Proposed Channel Plan			Channel Spacing
New Chnl 1	851.2125	806.2125	-
New Chnl 2	851.475	806.475	0.2625
New Chnl 3	851.95	806.95	0.475
New Chnl 4	852.4125	807.4125	0.4625
New Chnl 5	852.8	807.8	0.3875
New Chnl 6	853.05	808.05	0.25
Reuse Chnl 1	855.9625	810.9625	2.9125
Reuse Chnl 7	859.4625	814.4625	3.5

NPSPAC			
9	851.0125	806.0125	8CALL90
10	851.5125	806.5125	8TAC91
11	852.0125	807.0125	8TAC92
12	852.5125	807.5125	8TAC93
13	853.0125	808.0125	8TAC94

NPSPAC (No Change)			
9	851.0125	806.0125	8CALL90
10	851.5125	806.5125	8TAC91
11	852.0125	807.0125	8TAC92
12	852.5125	807.5125	8TAC93
13	853.0125	808.0125	8TAC94

Table 1 Existing and Proposed Channel Plans

A summary of the interference testing performed in the summer of 2020 is provided as an attachment.

The below Statement of Work describes the proposed system changes based on the above proposed frequency plan changes.

## STATEMENT OF WORK (SOW)

Below are general descriptions of the work to be performed. Specific tasks and responsibilities are listed in the Responsibility Matrices.

- > L3Harris to conduct feasibility study for proposed 800MHz channels (done)
- > L3Harris to identify clearer channels in 800MHz spectrum (done)
- > With the County, develop and agree upon a transition plan for changing channels in the equipment (L3Harris to change MASTR-V channels, County to change terminals)
- > Prior to transition of 800 MHz MASTR-V channels, the County will reprogram terminals for operation to include the existing and new channels
- > L3Harris will add/change the following MASTR-V sites:
  - Central Site:
    - Retune and reconfigure the 13-channel combiner for the 8 LMR trunked channels.
    - Reinstall the existing 6 channel combiner for the mutual aid channels
    - Supply 2<sup>nd</sup> Transmit Antenna & Coax (same as existing antenna). Worcester County will install the antenna and coax. This results in 1 antenna for the LMR channels and 1 antenna for the mutual aid channels
    - Add new TX Filter
    - Add 50 ohm terminations for the unused ports on the 13-channel combiner
  - Klej Grande:
    - Retune and reconfigure the 13-channel combiner for the 8 LMR trunked channels. Reinstall the existing 6 channel combiner for the mutual aid channels
    - Supply 2<sup>nd</sup> Transmit Antenna & Coax (same as existing antenna). Worcester County will install the antenna and coax. This results in 1 antenna for the LMR channels and 1 antenna for the mutual aid channels
    - Add new TX Filter
    - Add 50 ohm terminations for the unused ports on the 13-channel combiner
- > L3Harris will retune the existing combiners and change the receive multicoupler filters at the following MASTR-V sites: Berlin, Mystic Harbor, Nassawango, Pocomoke
- > After transition to the new MASTR-V channels, the County will reprogram terminals for only the new 800 MHz channels

- > L3Harris Services:
  - Project Management (project coordination)
  - Systems Engineering
  - FCC licensing
  - Hardware installation
  - Functional testing

## 800 MHz Channel Testing

Purpose: This work will be performed to show how the new 800 MHz channels will effectively reduce the number of carrier alarms and channel downtime currently caused by tropospheric ducting.

- > During normal system operation (before tropospheric ducting months):
  - Deploy CSI equipment at each site to record data
  - Record RSSI at all current and all proposed channels for 48 – 72 hour periods to establish a baseline of performance in a non-ducting environment
- > During tropospheric ducting season:
  - Use predictive software and reports of system degradation to start the testing process
    - Collect data from sites every 48 – 72 hours
    - Record RNM “Carrier alarm” data every 12 – 24 hours
    - Deploy engineering resource to field to collect “field experience” records.
    - We have assumed 4 weeks of L3Harris testing time
- > Quantify designed channel plan interference and compare to current design data from summer 2020. Record qualification of “degradation”
  - CC scan
  - Call denial
  - Call queueing
  - Poor audio quality
  - Other
- > Process data to determine root cause of system degradation

## Functional Test Plan

Since only the MASTR-V antenna system will be modified, the functional test plan will include the standard MASTR-V baselining, documentation and testing as outlined in the attached functional test plan. No other functional or coverage testing is planned or included in the scope of work.

## Scope of Work

L3Harris is only responsible for the work outlined in this SoW. L3Harris has researched the interference issues and is suggesting a channel plan which (based on L3Harris preliminary testing) should reduce the level of interference and channel alarms experienced by the County radio system. L3Harris believes the proposed solution should enhance and improve the system audio by reducing interference but still may not result in remediation of all interference. L3Harris performed a feasibility study in 2020 to determine the potential interference reduction; a copy of the 2020 feasibility study is attached to the Proposal. The project schedule may have to be adjusted to account for both the time that is spent reviewing and determining the specific interference sources and the time that is spent working on specific potential mitigation efforts. All caveats will be discussed by the County and L3Harris during the Customer Design Review phase.

# RESPONSIBILITY MATRICES

The following responsibility matrices provide specific project activities for which the L3Harris Team is responsible, and those activities that are Worcester County's responsibility.

Figure 1. Customer Design Review Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
<b>FEASIBILITY STUDY</b>		
Conduct Feasibility Study to test 800 MHz frequencies (done)	X	
Provide access to sites as needed in support of feasibility study (done)		X
Provide feasibility study to County for review (done)	X	
<b>PREPARE FOR CUSTOMER DESIGN REVIEW (CDR)</b>		
Provide location in appropriate conference room or training facility		X
Assemble customer team for Customer Design Review meeting		X
Identify available channels in 800MHz spectrum	X	
Approval of 800MHz channels and Notice to Proceed for FCC licensing effort		X
Prepare one set of FCC license applications for Worcester County's submission	X	
Submit FCC license applications and pay licensing fees	X	
Acquire FCC licensed frequencies that meet contour limits and fulfill the frequency plan in accordance with the project schedule		X
Provide a team and propose a schedule for site surveys	X	
Arrange access to sites and confirm site survey schedule		X
Provide site-knowledgeable personnel (customer and site owner reps, as appropriate) to accompany the project team on site surveys		X
<b>CUSTOMER DESIGN REVIEW (CDR) DELIVERABLES</b>		
System block diagrams	X	
List of deliverable equipment for each site	X	
Tower antenna placement drawings for sites requiring new antennas	X	
Antenna system drawings	X	
Frequency plan	X	
Combiner plans	X	
Preliminary cutover/transition plan	X	
Functional ATP for RF sites	X	
Construct and maintain Project schedule	X	

CUSTOMER DESIGN REVIEW		
Present design	X	
Approve the design following CDR meeting (within 5 business days)		X

Figure 2. Equipment Manufacture Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Place orders with the L3Harris Eagle Focus Factory and key suppliers	X	

Figure 3. Shipping &amp; Inventory Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Provide temporary storage near Worcester County's site locations		X
Package equipment and ship to storage area	X	
Inventory equipment	X	X
Validate equipment inventory		X
Sort equipment in preparation for site delivery and installation	X	

Figure 4. General Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Coordinate with federal, state, and local government agencies, as required		X
Provide access to all buildings and sites, including temporary ID badges for L3Harris project team		X
Clean up site and remove all installation debris	X	
Remove any hazardous material found on site		X
Ensure that no utility transformers additions or upgrades will be required to provide the adequate AC power needed for each site		X
Develop sites and install materials in accordance with industry and L3Harris standards	X	



Figure 5. Existing Customer-Owned and Collocation Sites Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
<b>CUSTOMER-OWNED AND COLLOCATION SITE TASKS</b>		
Obtain any necessary zoning approval for site changes (if needed)		X
Arrange for access to third party collocated sites		X
<b>EXISTING TOWER</b>		
Identify specific tower attachment points to mount new antennas per the system design	X	
Confirm availability of tower attachment points for L3Harris antennas		X
Provide space on existing tower to mount new system antennas at L3Harris specified locations		X
Do structural analysis on towers (Klej and Central)		X
Ensure adequate space is available on cable ice bridge, and tower cable ladders, to support new cable runs		X
Remediation of towers if sufficient capacity is not available for additional antennas and coaxial cables, as appropriate		X
Install new antenna(s) using appropriate side arms and mounting hardware (if needed)		X
Install antenna coax, connectors and jumpers, using cable clamps to properly secure cable to tower, and add grounding kits at the top, bottom, and on ice bridge		X
Install antenna lightning protection devices on each transmission line LMR run after it enters shelter via cable entry port; ground device to main ground bus bar	X	
Tag and identify each new antenna line	X	
Sweep test each new antenna line in accordance with L3Harris' "Transmission Line Analysis (Antenna Sweep)" procedure		X

Figure 6. System Infrastructure Installation Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Deliver equipment to each site	X	
Install equipment, connect to existing ground system and apply power	X	
Ensure adequate space for new equipment installations		X
Install new TX antennas at Central and Klej Grande		X
Install new TX filters at Central & Klej Grande	X	
Retune and reconfigure the 13-channel combiner for the 8 LMR trunked channels at Central & Klej Grande	X	
Reinstall the existing 6 channel mutual aid combiner at Central and Klej Grande	X	
Retune the existing 8 channel combiners at Berlin, Mystic Harbor, Nassawango and Pocomoke	X	
Connect all RF cables	X	
Set all P25 system levels and parameters	X	
Connect all P25 system alarms	X	

Figure 7. System Optimization Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Prepare all installed sites for site inspections ( <b>Note: Any remediation of system or existing equipment deficiencies outside of the scope of this change order will be treated on a subsequent change order or agreement</b> )	X	
Verify P25 system levels and parameters are set	X	
Verify P25 system alarm and system monitoring system (RNM) are operational ( <b>Note: Testing is limited to only changes made within the scope of this change order</b> )	X	
Verify proper P25 system functional operation	X	

Figure 8. Acceptance Testing Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Meet key milestones to ensure project are completed on schedule.		X
Provide appropriate team members to participate in functional acceptance tests		X
Inspect each RF site noting discrepancies on a punch list	X	X
Submit site inspection results	X	
Approve site inspection results (within 5 business days)		X
Perform functional ATP on RF sites	X	
Submit functional ATP results	X	
Sign approval of functional ATP results (within 5 business days)		X
Develop cutover/transition plan	X	
Approve cutover/transition plan		X
Notify users of system cutover/transition date		X
Proceed with system cutover according to cutover/transition plan	X	

Figure 9. User Equipment Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Reprogram all subscriber radio units with both existing 800MHz and the new 800MHz radio frequencies		X

Figure 10. Retune/Transition Responsibility Matrix

RETUNE TASKS	L3HARRIS	WORCESTER COUNTY
Propose the following retune plan	X	
Modify plan to meet the needs of the County		X
OTAP all radios with a combination of the existing and new channels		X
At Klej and Central sites, reinstall the 5-channel combiner for NPSPAC channels in existing space	X	
At Klej and Central sites, move the NPSPAC channels from the 13-channel combiner to the 5-channel combiner. Retuning is not required.	X	
Send 6 teams (1 to each site) at the same time to initiate the retune process	X	
• Collectively take down channel X	X	
• Retune 13-channel combiner for channel X	X	

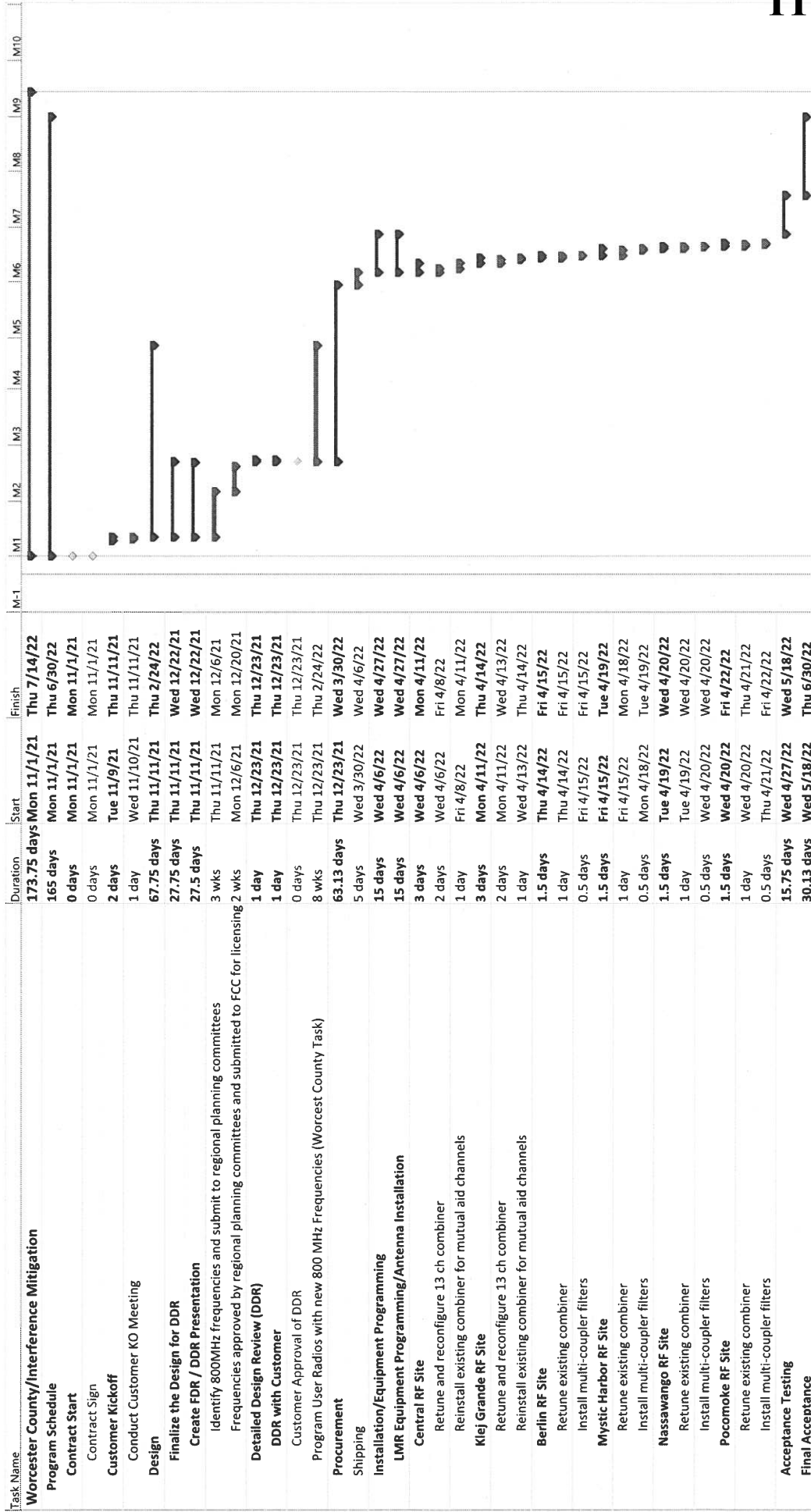
RETUNE TASKS	L3HARRIS	WORCESTER COUNTY
• Push MASTR-V personalities to base station	X	
• Confirm channel X transmits in test mode	X	
• Test channel X to confirm operation as a control and working channel	X	
• Collectively bring channel X back into service	X	
Repeat for all new channels	X	

Figure 11. Retune Order

NEW CHANNEL SET	NEW FREQUENCY	RETUNE ORDER	8-CHNAL COMBINER SLOT	13-CHNL COMBINER SLOT
New Chnl 1	851.2125	1	1	1
New Chnl 2	851.475	2	2	2
New Chnl 3	851.95	3	3	3
New Chnl 4	852.4125	4	4	4
New Chnl 5	852.8	5	5	5
New Chnl 6	853.05	6	6	6
Reuse Old Chnl 1	855.9625	8	7	7
Reuse Old Chnl 7	859.4625	7	8	8
50 Ohm Termination	N/A	N/A	N/A	9
50 Ohm Termination	N/A	N/A	N/A	10
50 Ohm Termination	N/A	N/A	N/A	11
50 Ohm Termination	N/A	N/A	N/A	12
50 Ohm Termination	N/A	N/A	N/A	13

Figure 12. Final Acceptance Responsibility Matrix

TASKS	L3HARRIS	WORCESTER COUNTY
Submit final drawing package	X	
Accept final drawing package (within 5 business days)		X



Confidential, Proprietary  
and Controlled Document

# CONTRACTUAL LANGUAGE

L3Harris is pleased to provide this change order proposal to Worcester County. L3Harris looks forward to finalizing the proposal and executing a change order to the System Purchase Agreement, dated September 18, 2015.

# PRICING PAGES

L3Harris is pleased to provide Worcester County with the following firm fixed price proposal. Pricing is valid for 60 days from submittal date of October 22, 2021. Upon expiration of the pricing validity, L3Harris reserves the right to provide an updated pricing proposal.

NETWORK EQUIPMENT	PRICE (USD \$)
Antennas, Combiners, Multicoupler Filters	\$26,967.30
<b>NETWORK EQUIPMENT SUBTOTAL</b>	<b>\$26,967.30</b>
PROFESSIONAL SERVICES	PRICE (USD \$)
Program Management and Engineering Services	\$96,690.00
Tropospheric Testing and FCC Licensing	\$99,300.00
Infrastructure Installation, Combiner Retuning, Testing	\$117,731.25
<b>PROFESSIONAL SERVICES SUBTOTAL</b>	<b>\$313,721.25</b>
<b>PROJECT TOTAL</b>	<b>\$340,688.55</b>

\*State and Local taxes not included



# **CHANNEL SEARCH METHODOLOGY FOR WORCESTER COUNTY, MARYLAND**

Jerome M. Daniszewski

L3Harris Technologies, Inc.



# INTRODUCTION

Worcester County, Maryland has been experiencing a high number of carrier alarms due to unanticipated interference, mostly during the late summer months. This co-channel interference from other systems occurs during tropospheric ducting events when Radio Frequency waves propagate farther than normal. The current channels were FCC approved using typical channel reuse distance spacing. When ducting occurs, this geographic spacing is insufficient to prevent co-channel interference.

L3Harris has done an extensive analysis of 32 channels, identified as available for licensing, which were monitored during ducting events in the later summer months of 2020. We identified several channels which received less interference. The proposed channels are still subject to the effects of ducting though interference occurs at lower levels with a reduced signal strength than most of the current channels. This summary report will demonstrate the methodology used to identify new channels that will reduce interference. A full review of the selection process seeking County concurrence with the selection will be conducted as part of the Customer Design Review.

## Ducting

User reports and previous work performed by Worcester County identified that Carrier Alarms were occurring at a high level during tropospheric ducting events in the late summer months. L3Harris did its work during this time period in 2020.

## Carrier Alarms

The MASTR V base station receiver monitors the channel power when the channel is not active. When the signal level exceeds a set threshold for a set period of time on an inactive channel, the MASTR-V base station reports a carrier alarm to the system. This alerts the system that there is unexpected RF energy present on the channel. While this can sometimes be due to broadband interference, in the Worcester County case this was shown to be due to co-channel radio signals from geographically separated systems.

Upon the initial P25 system deployment, users reported significant degradation in system performance when operating in P25 Phase 2 (TDMA). While initial system performance in Phase 1 (non-TDMA) was impacted, initial Phase 2 performance was significantly impacted. The initial system settings removed 1 of the 2 TDMA slots but left the 2<sup>nd</sup> slot active and subject to the interference. A system code upgrade was performed to modify the system's response to Carrier Alarms by removing both slots of the TDMA channel from operation. This allowed the County to implement better performing P25 Phase 2 operation. Carrier Alarms continued to impact system performance, but not to the previous extent.

# Current Channels Carrier Alarms

Carrier Alarms were monitored over the period from 8/31/2020 to 9/18/2020. Figure 1 shows the occurrence of interference. by channel on the system.

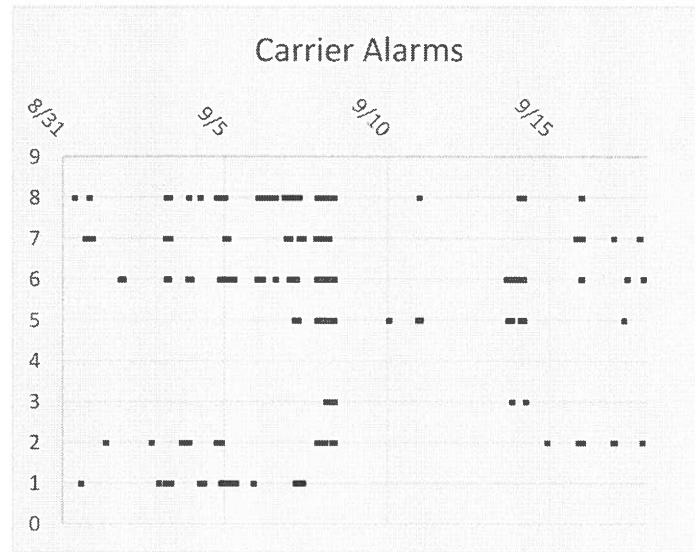


Figure 1 Carrier Alarm by Existing Channel

## Review of the 32 available channels available for licensing

Each of the potential new channels were monitored for activity using L3Harris' CSI, computer-controlled scanning receiver. Channels were analyzed for activity and duration as interference and signal levels were recorded. An example of the output is shown in Figure 2.

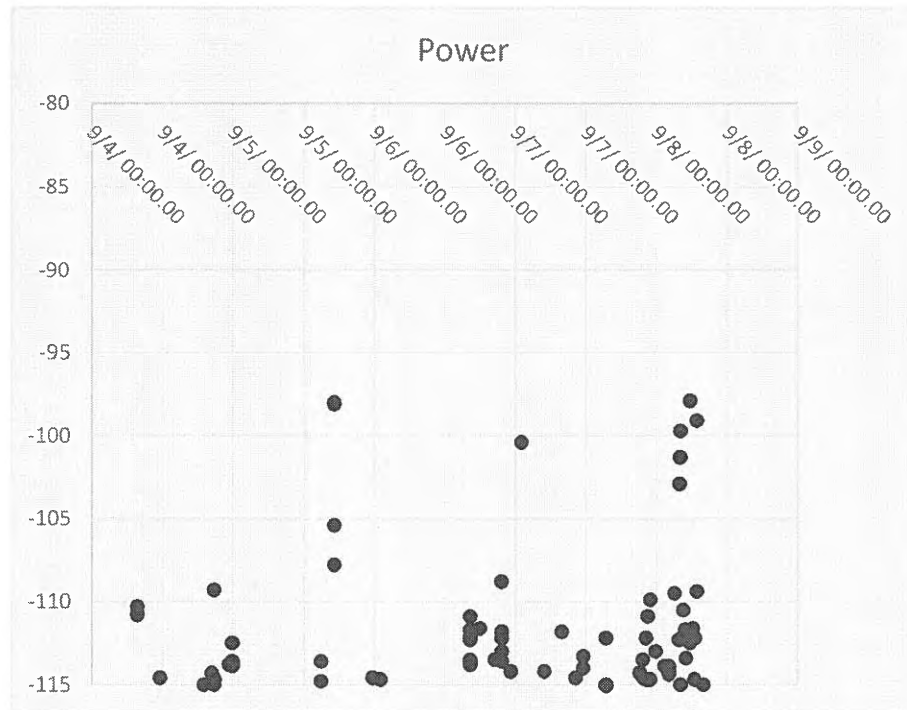


Figure 2. Example CSI Output

Signal levels below -90dBm do not cause Carrier Alarms.

## New Channel Plan

Using the above methodology, a new channel plan can be offered: using the pool of the existing 8 channels and the other 24 monitored channels, the least impacted channels were included in the proposed new channel plan. Of the existing 8 channels, channels 1 and 7 were better performing than the other 26 of the channels analyzed and were included in the plan.

Existing Channels

1	855.9625	810.9625
2	856.4625	811.4625
3	857.4625	812.4625
4	857.7125	812.7125
5	858.4625	813.4625
6	858.7125	813.7125
7	859.4625	814.4625
8	859.7125	814.7125

Proposed Channel Plan

New Chnl 1	851.2125	806.2125	<b>Spacing</b>
New Chnl 2	851.475	806.475	0.2625
New Chnl 3	851.95	806.95	0.475
New Chnl 4	852.4125	807.4125	0.4625
New Chnl 5	852.8	807.8	0.3875
New Chnl 6	853.05	808.05	0.25
Reuse Chnl 1	855.9625	810.9625	2.9125
Reuse Chnl 7	859.4625	814.4625	3.5

NPSPAC

9	851.0125	806.0125	8CALL90
10	851.5125	806.5125	8TAC91
11	852.0125	807.0125	8TAC92
nn12	852.5125	807.5125	8TAC93
13	853.0125	808.0125	8TAC94

NPSPAC (No Change)

9	851.0125	806.0125	8CALL90
10	851.5125	806.5125	8TAC91
11	852.0125	807.0125	8TAC92
12	852.5125	807.5125	8TAC93
13	853.0125	808.0125	8TAC94

Due to the inherent nature of ducting, L3Harris cannot guarantee improved system performance with the new channel plan. We do, however, expect a significant reduction in co-channel interference. When combined with a careful review and possible modification to the County's Carrier Alarm threshold settings, L3Harris does anticipate a decrease in system impact from interference and an improved user experience.

JAN 17 2021



EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002


SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Maryland 911 Board project approval #22-106

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-106, in the amount of \$28,759.90, for 911 Center Logging Recorder service (Exacom).

Exacom is the provider of our 911 logging recorder services. This is a yearly maintenance contract.

There will be zero cost to the county since this \$28,759.90 will be reimbursed by the Maryland 911 Board. This is a required service we need to operate our 911 center that is fully funded.

I am available to answer any questions at your convenience.

Attachments (1)



## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

6776 Reisterstown Road – Suite 207, Baltimore, Maryland 21215-2362  
(410) 585-3108 • mema.maryland.gov

STATE OF MARYLAND

LARRY HOGAN  
GOVERNOR

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STRICKLAND  
ACTING SECRETARY

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

October 28, 2021

Mr. Timothy Coale  
Worcester Co. Dept. of Emerg. Serv.  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-106 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its October 28, 2021 meeting, to fund up to \$28,759.90 for Logging Recorder Maintenance (Project # 22-106), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director

JAN 11 2021



EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

A handwritten signature in blue ink, appearing to read "B.B.", is written over the name "Billy Birch" in the "From:" line.

Re: Maryland 911 Board project approval #22-153

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-153, in the amount of \$2,595.00, for pre-employment testing screening software/program.

This software/program is offered by Criticall, which is used to test and evaluate potential new hire candidates. This is a yearly subscription.

There will be zero cost to the county since this \$2,595.00 will be reimbursed by the Maryland 911 Board. This software provides instant test results not requiring additional testing charges and wait times.

I am available to answer any questions at your convenience.

Attachments (1)





## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

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STATE OF MARYLAND

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STRICKLAND  
ACTING SECRETARY

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

December 16, 2021

Mr. Timothy Coale  
Worcester Co. Dept. of Emerg. Serv.  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-153 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its December 16, 2021 meeting, to fund up to \$2,595.00 for Critical Pre-Employment Screening Software (Project # 22-153), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director






JAN 11 2021

EMERGENCY SERVICES  
**Worcester County**

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

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Maryland 911 Board project approval #22-175

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-175, in the amount of \$1,034.00, for initial national protocol certification.

This is new hire training in the required Emergency Medical Dispatch/Emergency Fire Dispatch/Emergency Police Dispatch protocols.

There will be zero cost to the county since this \$1,034.00 will be reimbursed by the Maryland 911 Board. These certifications are required by the Maryland 911 Board.

I am available to answer any questions at your convenience.

Attachments (1)



## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

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ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

December 8, 2021

Mr. Timothy Coale  
Worcester County 9-1-1 Center  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-175 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request for Protocol Training for your county's 9-1-1 Specialists in an amount not to exceed \$1,034.00, per your County's request. Please close the registration for this protocol-training program one week prior to the start of the first class. If the number of students enrolled differs from your original request, please notify me in writing of the final student enrollment for each protocol class and the subsequent total cost. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director



JAN 11 2021

EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

*B.B.*

Re: Maryland 911 Board project approval #22-176

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-176, in the amount of \$598.00, for initial training of two new hires.

The training is provided by the National Emergency Number Association (NENA) for Telecommunicator Core Competencies training.

There will be zero cost to the county since this \$598.00 will be reimbursed by the Maryland 911 Board. This training is fully funded by the board and will aid our 911 dispatchers in performing their duties.

I am available to answer any questions at your convenience.

Attachments (1)



## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

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RUSSELL J.  
STRICKLAND  
ACTING SECRETARY

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

December 8, 2021

Mr. Timothy Coale  
Worcester County 9-1-1 Center  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-176 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request for NENA Core Competencies Course Training for your county's 9-1-1 Specialists in an amount not to exceed \$598.00, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director



JAN 11 2021



EMERGENCY SERVICES  
**Worcester County**

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

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

A handwritten signature in blue ink, appearing to read "B.B.", is written over the name "Billy Birch" in the "From:" line.

Re: Maryland 911 Board project approval #22-148

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-148, in the amount of \$1,353.08, for 911 Public Educational Materials.

These educational materials will be used at county special events and outreach opportunities, and are allowable by the Maryland 911 Board.

There will be zero cost to the county since this \$1,353.08 will be reimbursed by the Maryland 911 Board. This project offsets cost to the county for educational outreach materials.

I am available to answer any questions at your convenience.

Attachments (1)



## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

6776 Reisterstown Road – Suite 207, Baltimore, Maryland 21215-2362  
(410) 585-3108 • [mdem.maryland.gov](http://mdem.maryland.gov)

STATE OF MARYLAND

LARRY HOGAN  
GOVERNOR

November 8, 2021

BOYD K. RUTHERFORD  
LT. GOVERNOR

RUSSELL J.  
STRICKLAND  
ACTING SECRETARY

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

Mr. Timothy Coale  
Worcester County 9-1-1 Center  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-148 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request to purchase Public Education Materials for your county's PSAP in an amount not to exceed \$1,353.08, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director




JAN 11 2021

EMERGENCY SERVICES  
**Worcester County**

BILLY BIRCH  
DIRECTOR

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

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Maryland 911 Board project approval #22-174

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-174, in the amount of \$90.00, for two training manuals.

This is training manuals required for the Emergency Telecommunicator Certification course.

There will be zero cost to the county since this \$90.00 will be reimbursed by the Maryland 911 Board. These materials will aid our new 911 dispatchers in taking this required training.

I am available to answer any questions at your convenience.

Attachments (1)



## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

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STRICKLAND  
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ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

December 8, 2021

Mr. Timothy Coale  
Worcester County 9-1-1 Center  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-174 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request for Emergency Telecommunicator Course manuals for your county's 9-1-1 Specialists in an amount not to exceed \$90.00, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director



JAN 11 2021



EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

A handwritten signature in blue ink, appearing to be "B.B.", enclosed in a blue oval.

Re: Maryland 911 Board project approval #22-177

Date: January 10, 2022

---

The Department of Emergency Services is seeking authorization to proceed with Maryland 911 Board Project #22-177, in the amount of \$120.00, for the recertification of EMD/EFD/EPD protocols for new hire, Deanna Dashiell.

Dashiell came to us from Dorchester County Department of Emergency Services/911 Center, and these funds will be used to recertify her protocols.

There will be zero cost to the county since this \$120.00 will be reimbursed by the Maryland 911 Board. Dashiell needs to be recertified in these protocols to be in compliance with Maryland State requirements.

I am available to answer any questions at your convenience.

Attachments (1)



## Maryland Department of Emergency Management

### Maryland 9-1-1 Board

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STATE OF MARYLAND

LARRY HOGAN  
GOVERNOR

December 8, 2021

BOYD K. RUTHERFORD  
LT. GOVERNOR

RUSSELL J.  
STRICKLAND  
ACTING SECRETARY

ANTHONY MYERS  
CHAIRMAN

SCOTT ROPER  
EXECUTIVE DIRECTOR

JUMARY WEST  
FISCAL COORDINATOR

Mr. Timothy Coale  
Worcester County 9-1-1 Center  
1 West Market Street  
Courthouse Room 1002  
Snow Hill, MD 21863

RE: ENSB Project # 22-177 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request for Emergency Dispatch Protocol Recertification for your county's 9-1-1 Specialists in an amount not to exceed \$120.00, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

Per these time limits, you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed, you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

*Scott G. Roper*

Scott Roper  
Executive Director

# Worcester County Sheriff's Office

*Matthew Crisafulli*  
Sheriff



*Douglas Dods*  
Chief Deputy

January 7, 2022

Weston Young  
Worcester County  
Chief Administrative Officer

Sir,

On behalf of Sheriff M. Crisafulli, we are respectfully requesting to be placed on the agenda for the January 18, 2022 Commissioners Meeting in open session. Sheriff Crisafulli and staff, along with a representative from AXON, will be presenting an overview of the Body Worn Camera and Fleet III systems. The Worcester County Sheriff's Office has researched and met with various Body Worn Camera vendors, and has elected to proceed with AXON, which is also the vendor for all of the allied agencies in Worcester County. This presentation will encompass the following:

- Technology and functionality of these systems
- Systems Interface / Compatibility
- Evidence / Data Storage and Retention
- Implementation
- Projected expenditures

As you are aware, the Body Worn Camera program is an unfunded mandate set forth by the Maryland legislature. The Worcester County Sheriff's Office is proactively seeking out various funding sources in order to supplement the cost associated with this program. The total estimated cost will be \$2,024,647.22 to be paid over five years pursuant to the contract. This cost encompasses the Body Worn Cameras, Fleet III systems, cloud data storage and Evidence.com platform portal.

Respectfully,

A handwritten signature in black ink, appearing to read "Nate Passwaters", is written over a circular stamp.

Captain Nate Passwaters  
Operations Officer



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

## ITEM 12

Q-352340-44571.824SS

Issued: 01/10/2022

Quote Expiration: 07/30/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 141123

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Worcester County Sheriff's Office - MD Government Center - Room 1001 - One West Market Street Snow Hill, MD 21863 USA	Worcester County Sheriff's Office - MD Government Center - Room 1001 - One West Market Street Snow Hill, MD 21863 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Bob Trautman Phone: (410) 632-1111 Email: rtrautman@co.worcester.md.us Fax:

## Quote Summary

Program Length	60 Months
TOTAL COST	\$572,399.98
ESTIMATED TOTAL W/ TAX	\$572,399.98

## Discount Summary

Average Savings Per Year	\$20,934.10
TOTAL SAVINGS	\$104,670.50

## Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$114,479.98	\$0.00	\$114,479.98
Dec 2023	\$114,480.00	\$0.00	\$114,480.00
Dec 2024	\$114,480.00	\$0.00	\$114,480.00
Dec 2025	\$114,480.00	\$0.00	\$114,480.00
Dec 2026	\$114,480.00	\$0.00	\$114,480.00
Total	\$572,399.98	\$0.00	\$572,399.98

ITEM 12

Quote Unbundled Price:	\$677,077.20
Quote List Price:	\$612,336.00
Quote Subtotal:	\$572,399.98

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	32	60	\$239.99	\$208.00	\$187.20	\$359,424.00	\$0.00	\$359,424.00
Fleet3B+TAP	Fleet 3 Basic + TAP	10	60	\$173.10	\$169.00	\$169.00	\$101,399.99	\$0.00	\$101,399.99
A la Carte Hardware									
71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42			\$399.00	\$399.00	\$16,758.00	\$0.00	\$16,758.00
11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42			\$2,159.00	\$2,159.00	\$90,678.00	\$0.00	\$90,678.00
Total							\$568,259.99	\$0.00	\$568,259.99

## Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	72034	FLEET SIM, VZW	32	12/01/2022
Fleet 3 Advanced	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	32	12/01/2022
Fleet 3 Basic + TAP	72034	FLEET SIM, VZW	10	12/01/2022
Fleet 3 Basic + TAP	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	10	12/01/2022
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	3	12/01/2022
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	72032	FLEET ETHERNET CABLE, CAT6, 20 FT	3	12/01/2022
A la Carte	11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42	12/01/2022
A la Carte	71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42	12/01/2022
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	32	12/01/2028
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	1	12/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	10	12/01/2028

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE, LICENSE	32	01/01/2023	12/31/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	32	01/01/2023	12/31/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	32	01/01/2023	12/31/2027
Fleet 3 Advanced	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	64	01/01/2023	12/31/2027
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE, LICENSE	10	01/01/2023	12/31/2027
Fleet 3 Basic + TAP	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	20	01/01/2023	12/31/2027
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	3	01/01/2023	12/31/2027

## Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	32
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	32	12/01/2023	12/31/2027
Fleet 3 Basic + TAP	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	10	12/01/2023	12/31/2027
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	80385	EXT WARRANTY, FLEET 3, INTERIOR CAMERA	3	12/01/2023	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	01/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	01/01/2024	12/31/2027
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	01/01/2024	12/31/2027



## Payment Details

Dec 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42	\$18,135.60	\$0.00	\$18,135.60
5 Year Default	71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42	\$3,351.60	\$0.00	\$3,351.60
5 Year Default	Fleet3A	Fleet 3 Advanced	32	\$71,884.80	\$0.00	\$71,884.80
5 Year Default	Fleet3B+TAP	Fleet 3 Basic + TAP	10	\$20,280.00	\$0.00	\$20,280.00
5 Year Default	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$827.98	\$0.00	\$827.98
Total				\$114,479.98	\$0.00	\$114,479.98

Dec 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42	\$18,135.60	\$0.00	\$18,135.60
5 Year Default	71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42	\$3,351.60	\$0.00	\$3,351.60
5 Year Default	Fleet3A	Fleet 3 Advanced	32	\$71,884.80	\$0.00	\$71,884.80
5 Year Default	Fleet3B+TAP	Fleet 3 Basic + TAP	10	\$20,280.00	\$0.00	\$20,280.00
5 Year Default	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$828.00	\$0.00	\$828.00
Total				\$114,480.00	\$0.00	\$114,480.00

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42	\$18,135.60	\$0.00	\$18,135.60
5 Year Default	71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42	\$3,351.60	\$0.00	\$3,351.60
5 Year Default	Fleet3A	Fleet 3 Advanced	32	\$71,884.80	\$0.00	\$71,884.80
5 Year Default	Fleet3B+TAP	Fleet 3 Basic + TAP	10	\$20,280.00	\$0.00	\$20,280.00
5 Year Default	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$828.00	\$0.00	\$828.00
Total				\$114,480.00	\$0.00	\$114,480.00

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42	\$18,135.60	\$0.00	\$18,135.60
5 Year Default	71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42	\$3,351.60	\$0.00	\$3,351.60
5 Year Default	Fleet3A	Fleet 3 Advanced	32	\$71,884.80	\$0.00	\$71,884.80
5 Year Default	Fleet3B+TAP	Fleet 3 Basic + TAP	10	\$20,280.00	\$0.00	\$20,280.00
5 Year Default	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$828.00	\$0.00	\$828.00
Total				\$114,480.00	\$0.00	\$114,480.00

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	11635	CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	42	\$18,135.60	\$0.00	\$18,135.60
5 Year Default	71204	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, BL	42	\$3,351.60	\$0.00	\$3,351.60
5 Year Default	Fleet3A	Fleet 3 Advanced	32	\$71,884.80	\$0.00	\$71,884.80
5 Year Default	Fleet3B+TAP	Fleet 3 Basic + TAP	10	\$20,280.00	\$0.00	\$20,280.00

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	3	\$828.00	\$0.00	\$828.00
Total				\$114,480.00	\$0.00	\$114,480.00



## Non-Binding Budgetary Estimate

## ITEM 12

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.





Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

## ITEM 12

Q-352008-44571.821SS

Issued: 01/10/2022

Quote Expiration: 07/30/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 141123

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Worcester County Sheriff's Office - MD Government Center - Room 1001 - One West Market Street Snow Hill, MD 21863 USA	Worcester County Sheriff's Office - MD Government Center - Room 1001 - One West Market Street Snow Hill, MD 21863 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Bob Trautman Phone: (410) 632-1111 Email: rtrautman@co.worcester.md.us Fax:

## Quote Summary

Program Length	60 Months
TOTAL COST	\$1,452,247.24
ESTIMATED TOTAL W/ TAX	\$1,452,247.24

## Discount Summary

Average Savings Per Year	\$83,448.07
TOTAL SAVINGS	\$417,240.36

## Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$379,903.32	\$0.00	\$379,903.32
Sep 2023	\$268,085.98	\$0.00	\$268,085.98
Sep 2024	\$268,085.98	\$0.00	\$268,085.98
Sep 2025	\$268,085.98	\$0.00	\$268,085.98
Sep 2026	\$268,085.98	\$0.00	\$268,085.98
Total	\$1,452,247.24	\$0.00	\$1,452,247.24

ITEM 12

Quote Unbundled Price:	\$1,869,419.20
Quote List Price:	\$1,484,083.60
Quote Subtotal:	\$1,452,247.24

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	100	60	\$266.79	\$209.00	\$209.00	\$1,253,999.99	\$0.00	\$1,253,999.99
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$75.91	\$29.50	\$29.50	\$1,770.00	\$0.00	\$1,770.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	35	60	\$20.67	\$9.00	\$9.00	\$18,900.00	\$0.00	\$18,900.00
BWCamTAP	Body Worn Camera TAP Bundle	20	60	\$37.42	\$28.00	\$28.00	\$33,599.99	\$0.00	\$33,599.99
A la Carte Hardware									
AB3C	AB3 Camera Bundle	120			\$699.00	\$582.50	\$69,900.00	\$0.00	\$69,900.00
AB3MBD	AB3 Multi Bay Dock Bundle	14			\$1,538.90	\$1,492.73	\$20,898.26	\$0.00	\$20,898.26
AB31BD	AB3 1-Bay Dock Bundle	35			\$200.00	\$194.00	\$6,790.00	\$0.00	\$6,790.00
A la Carte Software									
73680	RESPOND DEVICE PLUS LICENSE-	20	60		\$19.00	\$19.00	\$22,800.00	\$0.00	\$22,800.00
ProLicense	Pro License Bundle	4	60		\$39.00	\$39.00	\$9,360.00	\$0.00	\$9,360.00
A la Carte Services									
85055	AXON FULL SERVICE	1			\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,438,018.24	\$0.00	\$1,438,018.24

## Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	20188	VR CONTROLLER KIT PELICAN CASE	2	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20298	VR-ENABLED GLOCK 17 CONTROLLER	2	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	200	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	75015	SIGNAL SIDEARM KIT	100	09/01/2022
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	35	09/01/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	35	09/01/2022
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	85	09/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	132	09/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	120	09/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	4	09/01/2022
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	32	09/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	15	09/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	14	09/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	14	09/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	14	09/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20373	VIRTUAL REALITY HEADSET REFRESH ONE	4	03/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73309	AXON CAMERA REFRESH ONE	103	03/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73689	MULTI-BAY BWC DOCK 1ST REFRESH	13	03/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	03/01/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	35	03/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	20	04/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73310	AXON CAMERA REFRESH TWO	103	09/01/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73688	MULTI-BAY BWC DOCK 2ND REFRESH	13	09/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	09/01/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	35	09/01/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	20	10/01/2027

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	20370	FULL VR TASER 7 ADD-ON USER ACCESS	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73478	REDACTION ASSISTANT USER LICENSE	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73618	CITIZEN FOR COMMUNITIES USER LICENSE	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73680	RESPOND DEVICE PLUS LICENSE-	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73681	AXON RECORDS FULL	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73682	AUTO TAGGING LICENSE	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE-	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73687	EVIDENCE.COM VIEWER LICENSE	1	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73739	PERFORMANCE LICENSE	100	10/01/2022	09/30/2027

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	85760	Auto-Transcribe Unlimited Service	100	10/01/2022	09/30/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	12	10/01/2022	09/30/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	10/01/2022	09/30/2027
A la Carte	73680	RESPOND DEVICE PLUS LICENSE-	20	10/01/2022	09/30/2027

## Services

Bundle	Item	Description	QTY
2022 UNLIMITED 7+ PREMIUM BUNDLE	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	100
2022 UNLIMITED 7+ PREMIUM BUNDLE	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80190	Evidence.com Channel Services	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80223	INACTIVE CHANNEL LICENSE	1
A la Carte	85055	AXON FULL SERVICE	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	100	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	3	10/01/2022	09/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	13	10/01/2022	09/30/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	10/01/2022	09/30/2027
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	35	10/01/2022	09/30/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	20	10/01/2022	09/30/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	0	10/01/2022	09/30/2027

## Payment Details

Sep 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	100	\$250,800.00	\$0.00	\$250,800.00
5 Year Default	73680	RESPOND DEVICE PLUS LICENSE-	20	\$4,560.00	\$0.00	\$4,560.00
5 Year Default	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
5 Year Default	AB31BD	AB3 1-Bay Dock Bundle	35	\$6,790.00	\$0.00	\$6,790.00
5 Year Default	AB3C	AB3 Camera Bundle	120	\$69,900.00	\$0.00	\$69,900.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	14	\$20,898.26	\$0.00	\$20,898.26
5 Year Default	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$353.99	\$0.00	\$353.99
5 Year Default	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	35	\$3,780.00	\$0.00	\$3,780.00
5 Year Default	BWCamTAP	Body Worn Camera TAP Bundle	20	\$6,720.07	\$0.00	\$6,720.07
5 Year Default	ProLicense	Pro License Bundle	4	\$1,872.00	\$0.00	\$1,872.00
Upfront HW	70112	AXON SIGNAL UNIT	51	\$14,229.00	\$0.00	\$14,229.00
Total				\$379,903.32	\$0.00	\$379,903.32

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	100	\$250,800.00	\$0.00	\$250,800.00
5 Year Default	73680	RESPOND DEVICE PLUS LICENSE-	20	\$4,560.00	\$0.00	\$4,560.00
5 Year Default	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
5 Year Default	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$353.99	\$0.00	\$353.99
5 Year Default	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	35	\$3,780.00	\$0.00	\$3,780.00
5 Year Default	BWCamTAP	Body Worn Camera TAP Bundle	20	\$6,719.99	\$0.00	\$6,719.99
5 Year Default	ProLicense	Pro License Bundle	4	\$1,872.00	\$0.00	\$1,872.00
Total				\$268,085.98	\$0.00	\$268,085.98

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	100	\$250,800.00	\$0.00	\$250,800.00
5 Year Default	73680	RESPOND DEVICE PLUS LICENSE-	20	\$4,560.00	\$0.00	\$4,560.00
5 Year Default	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
5 Year Default	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$353.99	\$0.00	\$353.99
5 Year Default	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	35	\$3,780.00	\$0.00	\$3,780.00
5 Year Default	BWCamTAP	Body Worn Camera TAP Bundle	20	\$6,719.99	\$0.00	\$6,719.99
5 Year Default	ProLicense	Pro License Bundle	4	\$1,872.00	\$0.00	\$1,872.00
Total				\$268,085.98	\$0.00	\$268,085.98

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	100	\$250,800.00	\$0.00	\$250,800.00
5 Year Default	73680	RESPOND DEVICE PLUS LICENSE-	20	\$4,560.00	\$0.00	\$4,560.00
5 Year Default	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
5 Year Default	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$353.99	\$0.00	\$353.99

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	35	\$3,780.00	\$0.00	\$3,780.00
5 Year Default	BWCamTAP	Body Worn Camera TAP Bundle	20	\$6,719.99	\$0.00	\$6,719.99
5 Year Default	ProLicense	Pro License Bundle	4	\$1,872.00	\$0.00	\$1,872.00
Total				\$268,085.98	\$0.00	\$268,085.98

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	100	\$250,800.00	\$0.00	\$250,800.00
5 Year Default	73680	RESPOND DEVICE PLUS LICENSE-	20	\$4,560.00	\$0.00	\$4,560.00
5 Year Default	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
5 Year Default	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$353.99	\$0.00	\$353.99
5 Year Default	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	35	\$3,780.00	\$0.00	\$3,780.00
5 Year Default	BWCamTAP	Body Worn Camera TAP Bundle	20	\$6,719.99	\$0.00	\$6,719.99
5 Year Default	ProLicense	Pro License Bundle	4	\$1,872.00	\$0.00	\$1,872.00
Total				\$268,085.98	\$0.00	\$268,085.98

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.





ATTENTION
This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

# Worcester County Sheriff's Office

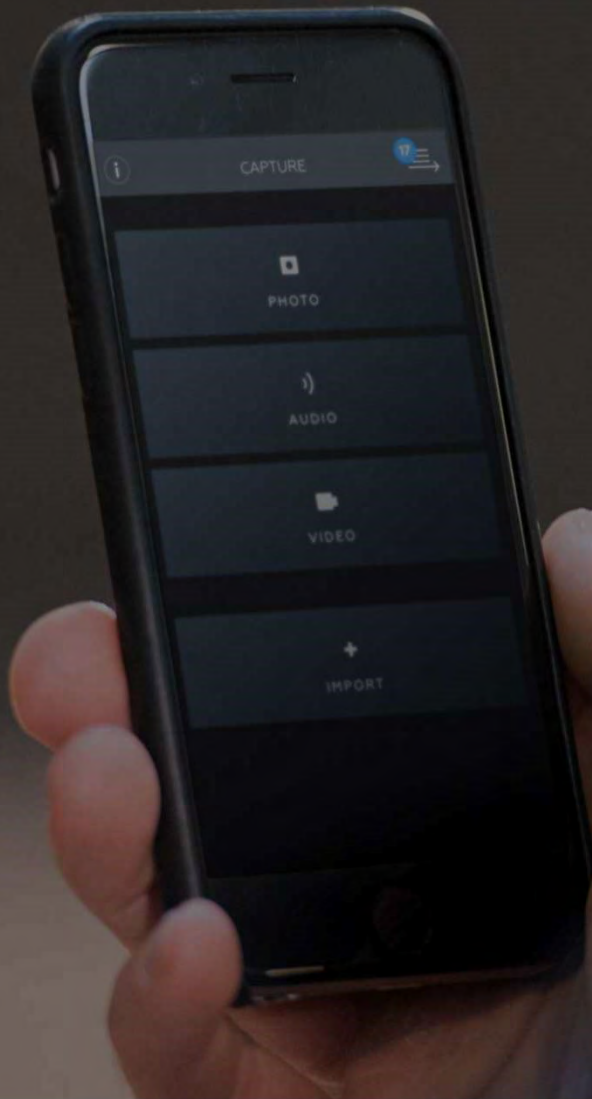
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The Case for Axon



# Axon Enterprise

- Founded in 1993
- Scottsdale, AZ headquarters
- USA Manufacturing
- 1000+ employees
- Publicly-traded: AXON



**100,000+ OFFICERS**

**6,000+ AGENCIES**

**85% OF MAJOR CITIES**

**40+ MAJOR PROSECUTORS**

**150,000+ CAMERAS**

**500,000+ TASERS**





# AXON BODY 3

SEE TRUTH IN THE MOMENT

COMPLAINTS:  
**DOWN 88%**

USE OF FORCE:  
**DOWN 75%**



GUILTY PLEAS:  
**UP 20%**

OFFICER COURT  
TIME REDUCED  
**BY 70%**



## **CAPTURE CLEARER TRUTH: CORE CAPABILITIES**

EMBEDDED GPS

LIGHTER, MORE SECURE MOUNT

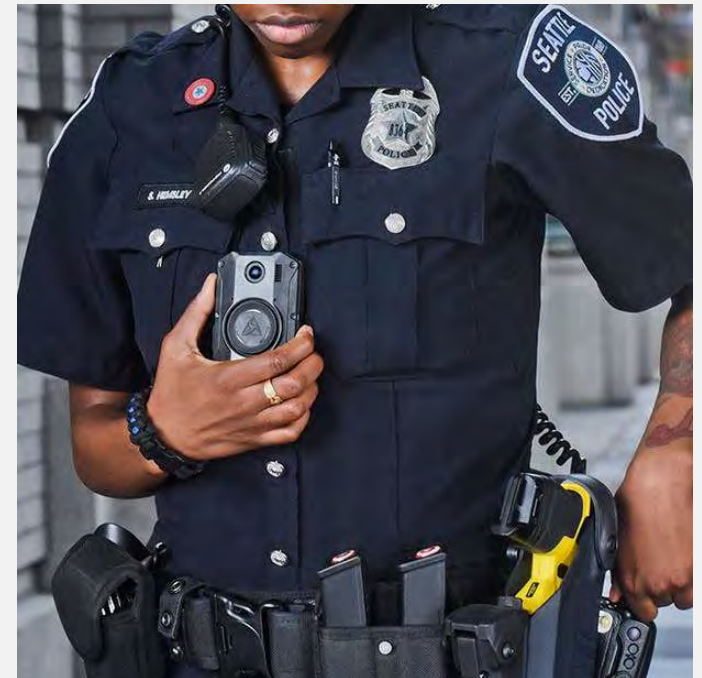
FULL-SHIFT BATTERY

RUGGED WEARABILITY

SIMPLE OPERATION & DISPLAY

IRONCLAD SECURITY

PRECISION AUDIO







# AXON FLEET 3

**FLEET 3**  
**INTEGRATED**  
**IN-CAR VIDEO**  
**& ALPR**

**ALPR, amplified**

**In-car meets real-time**

**The future on wheels**

## OTHER KEY ALPR FEATURES

3+ lanes covered by a single RGB camera

Configurable alerts and mute mode

Configurable retention

Ethical design framework with security & privacy controls

Paper plates & covered plates (*Flock*)

# **AXON NETWORK CONNECTED**

**DIRECT UPLOAD TO AXON EVIDENCE**

**BWC PAIRING**

**TWO-OFFICER WORKFLOW**

**MULTI-CAM PLAYBACK**

**VIDEO RECALL**

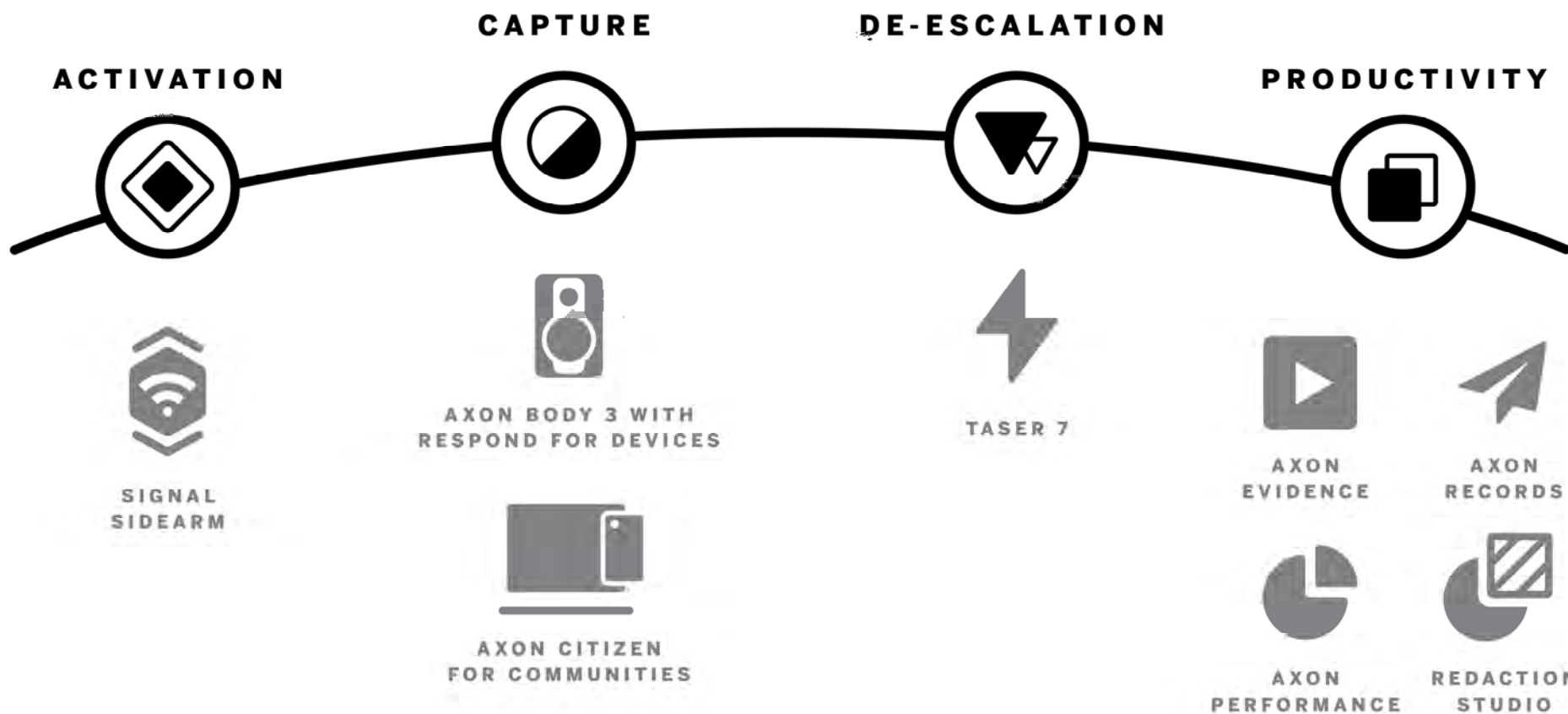
# **CONFIGURABLE & EXPANDABLE**

**SIGNAL TRIGGERS**

**INDICATORS FOR VIDEO METADATA**

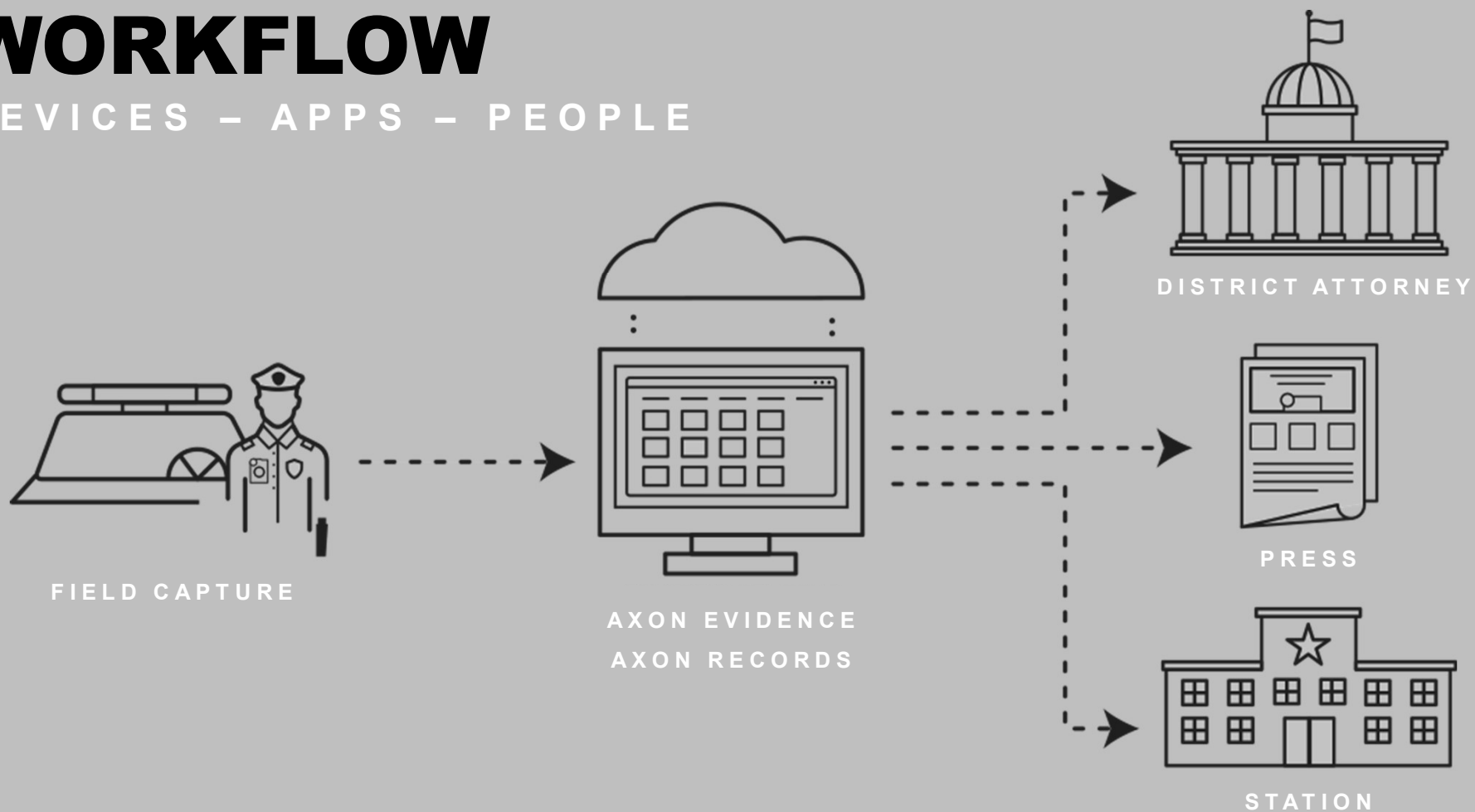
**ROLES & PERMISSIONS**

**SUPPORTS UP TO 5 CAMERAS**



# WORKFLOW

DEVICES – APPS – PEOPLE



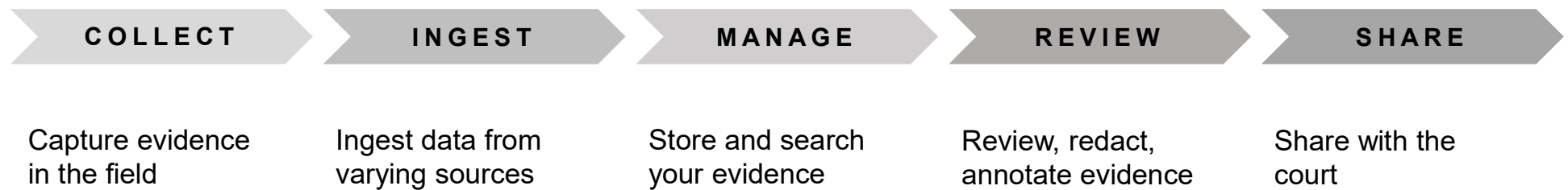


# AXON EVIDENCE

THE DEMS FOR THE DEMANDS OF MODERN POLICING



## AXON EVIDENCE WORKFLOW



**“We have one place for digital evidence now. Everything involved with a case is in that one location. That’s probably the biggest help to us.”**

MARK BILLS, TECHNICAL SERVICES MANAGER  
GRAPEVINE POLICE DEPARTMENT

# Local Axon Customers

- Baltimore County PD
- Salisbury PD
- Wicomico County Sheriff's Office
- Laurel PD
- Berlin PD
- Snow Hill PD
- Pocomoke City PD



**\*Prosecutor's Office is already set up and utilizing [evidence.com](http://evidence.com)**

## Cost Overview: Body Camera Program

Contract Length	5 Years
Refresh Schedule	Refresh every 2.5 years – Year 2.5 & Year 5
Cost per User / per Month	\$201.70 per officer / per month
Total Discounts Offered	\$417,240.36
Program Total Cost	\$1,452,247.24

## Cost Overview: Fleet In-Car Cameras Program

Contract Length	5 Years
Refresh Schedule	Refresh in year 5
Cost per User / per Month	\$227.14 per vehicle / per month
Total Discounts Offered	\$104,670.50
Program Total Cost	\$572,399.98

Memorandum

Date: December 27, 2021

To: Weston Young, Chief Administrative Officer  
Joe Parker, Deputy Chief Administrative Officer

Copy: Worcester County Commissioners  
Dallas Baker, Public Works Director  
Roscoe Leslie, County Attorney

From: Melanie Pursel, Director  
Worcester County Office of Tourism and Economic Development

Re: Building lease agreement for Office of Tourism and Economic Development

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I am requesting approval to move forward with the attached lease agreement for the Office of Tourism and Economic Development. We would relocate our offices to the new space on Green Street which will be built out to our specifications at the landlord's cost by April 2022. This would include a welcome center, 5 offices, breakroom, kitchen, conference room and storage.

As mentioned in my previous memo, the existing building needs major structural repairs that would be extremely costly and time consuming for the county (see below). As a result, we recommend selling the building to a developer in as-is condition. Since the sale of county property requires public hearing as well as contract negotiations, that will take place a later date with county leadership.

*The Tourism & Economic Development Building (100 Pearl Street) in Snow Hill needs significant work. Based on a 2018 Structural Condition Assessment conducted by Davis, Bowen, & Friedel and Gipe Associates approximately \$540,000 in repairs are needed to address known issues. The issues include: roof leak repairs; framing repairs to the roof, third floor, second floor, and first floor; loss of mortar in foundation walls; significant deterioration of joists throughout the building; improperly supported and inadequately sized beams throughout the building; stairwell deflections; the HVAC system is inadequate for the space and has reached the end of its life cycle; upgrades are needed to electrical system to bring the building up to current code. In addition, the repair costs for the structural portion of the assessment appears low and a 2<sup>nd</sup> opinion is recommended. It is possible the updated repair costs come in significantly higher than what was estimated in 2018.*

In summary, the proposed rent is approximately \$38,800 annually (with incremental increases over a 10-year period) plus utilities, trash and basic maintenance (which they will provide at our cost). This would include an additional 2,600 square feet of climate and moisture-controlled storage in the "basement" where we can store thousands of Visitors Guides, brochures, office supplies etc. for a total of 5, 200 square feet.

Attachment

Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

**THIS COMMERCIAL LEASE AGREEMENT ("Lease")** is made and effective this \_\_\_ day of January 2022 (the "**Effective Date**"), by and between **Dynamic Development LLC ("Landlord")**, a Maryland limited liability company, and **County Commissioners of Worcester County, Maryland ("Tenant")**, a Maryland professional corporation (Landlord and Tenant are hereinafter referred to collectively as the "**Parties**").

**WHEREAS**, Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, for the term, and upon the mutual covenants, agreements and the rentals set forth herein, the Leased Premises as defined herein below.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Lease of Premises.** Landlord is the owner of all that certain parcel of land and improvements located thereon commonly known and numbered as 107 West Green Street Snow Hill, MD 21863 (collectively the "**Building**"). Landlord does hereby lease to Tenant, and Tenant hereby agrees to lease from Landlord, the premises containing approximately 5,200 square feet of rentable floor space located within the Building (the "**Leased Premises**"), which said Leased Premises represents the first floor of the Building.

2. **Term.**

- a) Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning on the Effective Date (as defined hereinabove) and continuing through and until March 31, 2032 (the "**Initial Term**"), subject to the terms and conditions set forth herein.
- b) Notwithstanding any term to the contrary set forth herein, the Parties expressly acknowledge and agree that Tenant shall not be entitled to possession of the Leased Premises, and Landlord shall not be obligated to grant possession thereof to Tenant, until \_\_\_April 1, 2022\_\_\_(the "**Occupancy Date**"). The Parties expressly acknowledge and agree that, notwithstanding the Occupancy Date, upon the Parties' execution of this Lease, the Parties shall each be bound by all of the terms set forth herein.
- c) **Renewal Options.** Tenant shall have the option to renew this Lease (the "**Renewal Option**") for Two (2)renewal term of 5 (Five) years (the "**Renewal Term**"), upon the same terms and conditions set forth herein, except that Minimum Rent (as defined herein) shall increase annually by Two percent (2%) on the anniversary of each lease year during said Renewal Term. Tenant shall exercise the Renewal Option, if at all, by giving Landlord written notice specifying Tenant's election to exercise the Renewal Option granted under this Section 2(c) at least one hundred eighty (180) days prior to the expiration of the Initial Term. (As used in this Lease, the word "**Term**" shall be deemed to include, where appropriate, the Initial Term and the Renewal Term.)

3. **Minimum Rent.**

- a) The "**Rent Commencement Date**" shall be \_\_\_April 1\_\_\_, 2022. The Parties expressly acknowledge and agree that, beginning on the Rent Commencement Date Tenant shall pay annual minimum rent (the "**Minimum Rent**") to Landlord, in monthly installments, without deduction, set-off, recoupment, counterclaim or demand, except as otherwise provided herein, in accordance with the following schedule:

**Commercial Lease Agreement for Salisbury, MD 21801**

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

**Minimum Rent for Initial Term:**

Year # 1 (4/1/2022-3/31/2023)	\$37,581.00 Per Year	\$3,131.75 Per Month
Year # 2 (4/1/2023-3/31/2024)	\$38,256.96 Per Year	\$3,188.08 Per Month
Year # 3 (4/1/2024-3/31/2025)	\$38,946.48Per Year	\$3,245.54 Per Month
Year # 4 (4/1/2025-3/31/2026)	\$39,649.68 Per Year	\$3,304.14 Per Month
Year # 5 (4/1/2026-3/31/2027)	\$40,367.04 Per Year	\$3,363.92 Per Month
Year # 6 (4/1/2027-3/31/2028)	\$41,098.68 Per Year	\$3,424.89 Per Month
Year # 7 (4/1/2028-3/31/2029)	\$41,845.08 Per Year	\$3,487.09 Per Month
Year # 8 (4/1/2029-3/31/2030)	\$42,606.36 Per Year	\$3,550.53 Per Month
Year # 9 (4/1/2030-3/31/2031)	\$43,382.88 Per Year	\$3,615.24 Per Month
Year # 10 (4/1/2031-3/31/2032)	\$44,174.88Per Year	\$3,681.24 Per Month

Rent in the amount of Nine Thousand Three Hundred Ninety Fiver Dollars 75/100 (9,395.25) will be due upon the execution of the lease and shall represent payment in advance of the first three months of installments of annual rent. Thus, tenants next monthly payment will be on July 1, 2022 after payment at lease signing is given.

- b) Each payment of the monthly installment of the Minimum Rent, in accordance with the schedule set forth above, shall be due from Tenant, in advance, on the first (1<sup>st</sup>) day of each calendar month during the Term and all payments of the Minimum Rent shall be sent to Landlord at the address of 318 W. Carroll Street Suite A Salisbury, MD 21801 or at such other address as may be directed by Landlord. Any delay or failure on the part of Landlord in computing or billing for any of the Rents due hereunder shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such of Rents. The payment of Minimum Rent for any partial calendar month during the Term shall be prorated on a daily basis.
- c) In the event that any monthly installment of Minimum Rent or Additional Rent (as defined herein) shall be past due for more than ten (10) days following written demand there for from Landlord to Tenant, Tenant shall pay to Landlord as Additional Rent a late charge of five percent (5%) of the unpaid Minimum Rent or Additional Rent as the case may be. The late charge imposed under this Section3(c) is not a penalty and has been agreed to by Landlord and Tenant as necessary to compensate Landlord for its additional costs associated with any late payment of Rent.

4. **Use.**

- a) Tenant shall use the Leased Premises for the sole purpose of operating office services relating and/or incidental thereto. Tenant shall not use the Leased Premises in any way which results in or could be reasonably determined to result in: (i) any waste of the Leased Premises or any part thereof; and/or, (ii) a public or private nuisance that may disturb the quiet enjoyment of Landlord or other tenants of the Building, if any. Any changes to Tenant's use of the Leased Premises shall require



Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

Landlord's prior written consent, subject to Landlord's sole discretion. Landlord represents and warrants that Tenant shall be permitted to access and utilize the Leased Premises on a 24/7 basis.

- b) Subject to the provisions of Section 28 hereof, Tenant shall, at its sole cost and expense, comply with all federal, state and/or local laws, regulations and/or ordinances, and with the recorded covenants, conditions and restrictions affecting the Leased Premises (if any), relating to or arising from Tenant's use of the Leased Premises, including, but not limited to: the Americans with Disabilities Act Amendments Act of 2008; all applicable federal, state and/or local laws, ordinances or regulations pertaining to air and/or water quality; federal, state or local law, regulation and/or ordinance prohibiting or otherwise restricting hazardous materials, waste disposal, air emissions, and other environmental matters; zoning and other land use matters and/or utility availability; and/or, any direction of any public officer, issued pursuant to law, which imposes any duty upon Landlord or Tenant with respect to Tenant's use or occupation of the Leased Premises. Landlord represents that, as of the date of possession by Tenant, the Leased Premises with comply with all applicable law referenced in this subsection.

## 5. Sublease and Assignment.

- a) Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall be subject to Landlord's sole discretion. Landlord's consent to one assignment, subletting, occupation or use by any person and/or entity other than Tenant shall not be deemed to be a consent by Landlord to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without Landlord's prior written consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease.
- b) In the event that Landlord shall consent to any sublease or assignment hereunder, Tenant shall pay Landlord all reasonable fees incurred by Landlord in connection with the preparation and completion of any documents reasonably necessary to effectuate Landlord's giving of such consent, however in no event shall Tenant be required to pay Landlord any such fees in excess of One Thousand Dollars and 00/100 (\$1,000.00).

## 6. Repairs.

- a) Landlord agrees to repair and maintain all mechanical, structural, fire/safety-related, and electrical issues not stemming from an issue caused by the tenant.
- b) Tenant shall be responsible for performing semi-annual routine maintenance and servicing on the heating and air conditioning system ("**HVAC System**") located on, upon or otherwise serving the Leased Premises. Tenant shall use only licensed, insured, reputable HVAC contractor(s) for the aforesaid maintenance of the HVAC System. In lieu of maintaining the HVAC System as aforesaid, Tenant is required to pay Landlord an annual fee in the amount of Two Hundred Seventy- Five (\$275.00) (the "**HVAC Maintenance Charge**") in return for Landlord performing the semi-annual routine maintenance and service of the HVAC System serving the Leased Premises as otherwise required of Tenant by this Section 6(b), which said HVAC Maintenance Charge shall constitute Additional Rent hereunder. Provided Tenant complies with its obligations under this Section 6(b),

Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

Landlord shall perform all non-routine maintenance, repairs and replacements of the HVAC System at its sole cost, except for any repairs or replacements caused by the negligent act(s) or omission(s) of Tenant.

**7. Alterations and Improvements.**

- a) Tenant shall make no alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which such consent shall not be unreasonably withheld. All alterations, additions, improvements and fixtures (other than Tenant's unattached readily moveable furniture, fixtures and office/business equipment) which were made or installed by either party upon the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration of the Term or earlier termination of this Lease. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall, upon written notification from Landlord, forthwith and with all due diligence (and within no more than five (5) days from the date of Landlord's written notification), repair any and all damages to the Leased Premises caused by Tenant's use of the Leased Premises and/or Tenant's removal of any and all improvements made by Tenant to the Leased Premises or of any property of Tenant maintained on the Leased Premises, at Tenant's sole cost and expense.
- b) Landlord will deliver the space turn key. Build out to be mutually agreed upon by the Landlord and Tenant and as described in Exhibit A. To include creation of 4 offices, conference room, along with delivering the rear unfinished space as turn key finished office space. A new reception area will be created including a new granite counter top. If the build-out is not completed to Tenant's satisfaction by the Rent Commencement date, Tenant may terminate the Lease and receive a full refund.

**8. Property Taxes.**

- a) Landlord will be responsible for property taxes.

**9. Insurance.**

- a) If the Leased Premises or any part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant, or any of Tenant's agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, the Minimum Rent shall not be reduced or abated while such damages are under repair, and Tenant shall be responsible for the costs of all repairs arising there from or in connection therewith which are not covered by insurance.
- b) Landlord shall maintain fire and extended coverage insurance on the Building, including the Leased Premises, in an amount not less than the replacement value of the Building. Tenant shall be solely responsible, at its sole cost and expense, for fire and extended coverage insurance on all of its personal property and contents, including removable trade fixtures, located upon or within the Leased Premises. Any and all property kept, stored or maintained within, on or about the Leased Premises by Tenant shall be so kept, stored or maintained at Tenant's sole and absolute risk.
- c) Tenant shall, at its sole cost and expense, maintain a policy or policies of commercial general liability insurance for and/or relating to Tenant's permitted use of the Leased Premises with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company licensed to do business in the State of Maryland with an AM Best rating of at least A-VII, which such insurance shall afford minimum protection of not less than \$1,000,000 per occurrence, \$2,000,000 in

Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

the aggregate, with additional umbrella coverage of the less than \$2,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on any insurance policy or policies obtained by Tenant in compliance with the terms of this Section 9(c), and, on or before the Occupancy Date, Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 9(c). Landlord shall not be required to maintain insurance for and/or against thefts within the Leased Premises or the Building.

**10. Utilities.** Tenant required to put the electricity in their name. Tenant shall promptly pay any and all charges and/or fees assessed, billed or otherwise invoiced for all water, sewer, trash and any other utilities or services used on or about the Leased Premises during the Term of this Lease (collectively "**Utility Services**"). In the event any charges and/or fees for any Utility Services are not paid by Tenant within fifteen (15) days from the date such charges and/or fees are due and payable, such failure shall constitute a breach of this Lease. Landlord may, but shall not be required to, pay any charges and/or fees for Utility Services if Tenant fails to do so during the Term hereof, and, in the event Landlord makes any such payment in its sole discretion, all such sums shall be considered "Additional Rent" (as defined herein). Landlord shall not be liable for any interruption whatsoever in any Utility Services due to fire, accident, strikes, acts of God, or other causes beyond the control of Landlord or in order to make alterations, repairs or improvements to the Building. Tenant will be responsible for janitorial and light bulbs.

**11. Additional Rent.** For Purposes of this Lease, the term "**Additional Rent**" shall mean collectively all other fees, charges or costs permitted to be assessed by Landlord against Tenant in accordance with the terms of this Lease. (As used in this Lease, the term "**Rent**" or "**Rents**" refers to Minimum Rent and Additional Rent collectively).

**12. Signs.** Tenant shall be permitted to erect and/or install decal signage on exterior facing door(s) and/or window(s) of the Leased Premises after first obtaining the consent of Landlord, which such consent shall not be unreasonably withheld. Tenant shall be responsible for complying with all applicable laws, regulations, ordinances and codes governing the installation and/or display of any signage placed on or upon the Leased Premises by Tenant and/or any of its agents or representatives. All signs installed and maintained at the Leased Premises shall be so installed and/or maintained at Tenant's sole cost and expense. All signs installed at the Leased Premises by Tenant shall be kept in good condition and in proper operation at all times.

**13. Entry.**

- a) Landlord shall have the right to enter onto the Leased Premises, upon reasonable prior notice to Tenant, during Tenant's normal business hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business conducted at or within the Leased Premises. Tenant shall not change the locks or otherwise restrict Landlord's access to the Leased Premises at any time during the Term.
- b) Upon the expiration of the Term or earlier termination of this Lease, Tenant shall return all keys to the Building and/or the Leased Premises to Landlord; in the event Tenant fails to comply with this obligation for any reason whatsoever or no reason, Tenant shall pay Landlord the amount of One Hundred Dollars and 00/100 (\$100.00) to reimburse Landlord for the cost of changing or re-keying the locks to the Leased Premises. Tenant shall not mail any keys to the Leased Premises to Landlord; Tenant shall hand deliver all of its keys to the Leased Premises to the office of Landlord and such keys shall be clearly marked as being the keys to the Leased Premises. Any keys to the Building and/or the Leased Premises inscribed with a number (for a master key system) must be returned to Landlord upon the expiration of the Term or earlier termination of this Lease; if any such master keys are not returned as aforesaid, Tenant agrees to pay Landlord the amount of Twenty

Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

Dollars and 00/100(\$20.00) per key for its replacement, along with the cost of replacing the lock(s) to the Building and/or the Leased Premises as provided in this Section 13(b).

14. **Parking.** Tenant will be provided the entire row of parking spaces adjacent to the building for their sole use and as shown in Exhibit B.

15. **Grounds Maintenance.** Landlord shall perform all grounds maintenance for the Building, including the Leased Premises, which said grounds maintenance shall include, but not be limited to, grass cutting, landscaping, snow removal, salting and parking lot repair.

16. **Damage and Destruction.**

- a) If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or material structural defects that the same cannot be used for Tenant's permitted use of the Leased Premises under Section 4(a) hereof, provided such damage does not arise from or relate to the negligent acts or omissions of Tenant, or its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, then Tenant shall have the right within sixty (60) days following the occurrence of such damage to elect to terminate this Lease as of the date such damage occurred by delivering written notice of such election, specifying the grounds there for, to Landlord.
- b) In the event of minor damage to any part of the Leased Premises by fire, casualty or material defects, provided such damage does not arise from or relate to the negligent acts or omissions of Tenant, or its agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors, and such damage does not render the Leased Premises unusable for Tenant's permitted use of the Leased Premises, Landlord shall promptly repair such damage at the cost of Landlord. In making the repairs called for in this Section 16(b), Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.
- c) Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Tenant's permitted use of the Leased Premises as a result of damages to the Leased Premises by fire, casualty or material structural defect, provided said damages did not arise from or relate to the negligent acts or omissions of Tenant, or Tenant's agents, employees, customers, invitees, business invitees, licensees, contractors and/or subcontractors; and, in such a case, Rents and other charges Tenant paid in advance shall be credited on the next ensuing payment of Rent if any, but if no further payments of Rent are to be made, any such advance payments shall be refunded to Tenant.

17. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) The failure by Tenant to make any payment of Rents or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of Ten(10) days after written notice thereof by Landlord to Tenant.
- b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than as set forth in Section 17(a) hereof, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant

Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

commences such cure within said thirty (30) day period and thereafter diligently prosecutes the same to completion.

- c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or, the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

**18. Remedies for Tenant Default.** In the event of a default or breach of this Lease by Tenant as set forth in Section 17 hereof, Landlord, at any time thereafter and in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have at law or in equity, by reason of such default or breach by Tenant, may take any of the following actions against Tenant:

- a) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's possession of the Leased Premises, the expenses incurred by Landlord to restore the Leased Premises in good order and condition, including any costs incurred by Landlord for the disposal or removal of Tenant's property stored or otherwise maintained at the Leased Premises.
- c) Pursue any other remedy now or hereafter available to Landlord under applicable federal or state law.

**19. Landlord Default.** Landlord shall not be in default unless Landlord fails to perform an obligation required of Landlord hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust encumbering the Leased Premises whose name and address shall have theretofore been furnished to Tenant in writing, which said notice shall specify the nature of the obligation Landlord has failed to performed as required under this Lease; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance by Landlord, Landlord shall not be in default if Landlord commences performance thereof within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction. Tenant shall have the right, but not the obligation, to make mortgage payments and other payments owed by Landlord to third parties if Landlord is in default with reference to the same and the notice referenced in this Section 19 has been delivered by Tenant to Landlord.

**20. Quiet Possession.** Upon Tenant paying the Rents reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the Term of this Lease subject to the provisions hereof.

**21. Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Building and/or Leased Premises, and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions



**Commercial Lease Agreement for Salisbury, MD 21801****Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)**

as such mortgagee may deem appropriate in its discretion; provided that, so long as Tenant is not in default hereunder, this Lease shall continue in full force and effect. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Building and/or Leased Premises, and Tenant agrees promptly upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to such persons as Landlord shall request a reasonable statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rents and any other fees and/or charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably request. Upon request by Tenant, Landlord shall use reasonable efforts to secure a commercially reasonable subordination non-disturbance agreement from any mortgagee on behalf of Tenant.

**22. Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served by hand-delivery or if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord:**

Dynamic Development LLC  
318 W. Carroll Street Suite A  
Salisbury, Maryland 21801

**If to Tenant:**

County Commissioners of Worcester County, Maryland  
107 West Market St., Room 1103  
Snow Hill, MD 21863

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section 23 by giving written notice thereof to the other party. Each such notice shall be deemed delivered upon receipt or refusal.

**23. Brokers.** Neither party has dealt with any broker or leasing agent with respect to the negotiation or preparation of this Lease and each party hereby agrees to indemnify the other against any brokerage claims arising by, through or under the indemnifying party.

**24. Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent due hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

**25. Memorandum of Lease.** Tenant shall not record this Lease or a short-form memorandum thereof without the prior written consent of Landlord. Upon Landlord's request, Tenant shall execute a short-form memorandum of this Lease for recordation purposes, in which case the costs of said recording shall be the sole responsibility of Landlord.

**Commercial Lease Agreement for Salisbury, MD 21801**

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

**26. Consent.** Except for such matters in which the consent of Landlord is subject to Landlord's sole discretion as provided herein, Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**27. Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Leased Premises and/or Tenant's use thereof. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. Under no circumstances shall Tenant have responsibility for, or be required to bear the expense of any modification to the Leased Premises or Building required by any laws, ordinances, orders, rules, and/or regulations of state, federal, municipal authorities or any other agencies or bodies having jurisdiction over the use, condition or occupancy of the Leased Premises or Building or other compliance expenses to the extent such responsibility or requirement (i) existed on the Occupancy Date or (ii) applies generally to premises similar to the Leased Premises and not particularly to Tenant's business at the Leased Premises.

**28. Mechanics' Liens.** Tenant shall not do or suffer to be done any act, matter or thing whereby Landlord's or Tenant's interest in the Leased Premises or any part thereof may be encumbered by any mechanics' lien. Tenant shall discharge or stay the enforcement by bond or otherwise, within twenty (20) days after the date of filing, any mechanics' liens filed against Tenant's interest in the Leased Premises, or any part thereof, purporting to be for labor or material furnished or to be furnished to Tenant. Landlord may, at its sole option, discharge any such mechanics' lien not discharged or stayed by Tenant within such twenty (20) day period, and Tenant, upon written demand by Landlord, shall reimburse Landlord for any such reasonable, documented out-of-pocket expenses incurred by Landlord in connection therewith. Any such monies expended by Landlord under this Section 30 shall be deemed Additional Rent and shall be collectible as such by Landlord in accordance with the terms of this Lease, and the late charge specified in Section 3(c) shall accrue from the date Tenant becomes obligated for any such expenses. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no mechanics' or other lien for labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Leased Premises or the Building.

**29. Waiver of Trial by Jury.** Landlord and Tenant each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly, arising out of or relating to this Lease.

**30. Miscellaneous.** This Lease shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors, and permitted assigns. The rights and obligations of the Parties under this Lease shall in all respects be governed by the laws of the State of Maryland without regard to its conflict of laws principles, and venue in any legal action shall exist exclusively in the District Court or Circuit Court for Worcester County, Maryland; and, Tenant hereby agrees to the jurisdiction of either such Worcester County, Maryland courts and agrees not to assert any objection to the jurisdiction or venue of such court. The use of a particular gender herein shall apply to all genders and the use of the singular shall apply to the plural. Section headings are used for convenience of reference only and such section headings shall not be interpreted as a part of this Lease. This Lease and all exhibits attached hereto (if any) constitutes the entire agreement and understanding of the Parties hereto with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Lease are merged herein and are superseded and canceled by this Lease. This Lease may be modified only in a writing that is duly executed by both Parties. Time is of the essence with respect to all matters set forth in this Lease. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause

**Commercial Lease Agreement for Salisbury, MD 21801**

**Dynamic Development LLC**(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

beyond the reasonable control of Landlord. This Lease and all the terms and conditions thereof shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Lease.

**32. Authority of Tenant.** If Tenant is a corporate entity (i.e. not an individual), the individual executing this Lease on behalf of Tenant represents and warrants that she is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws or operating agreement governing the management of Tenant, and, upon the execution of this Lease by the individual(s) so authorized by Tenant, this Lease shall be immediately binding upon Tenant.

**33. Severability.** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

**34. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

**35. Counterparts.** This Lease may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument. An electronic signature of this Lease and/or an electronic transmission of a signature shall be binding on the party or parties whose signatures appear thereon.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***



**Commercial Lease Agreement for Salisbury, MD 21801**

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement as of the day and year first above written.

**“TENANT”: County Commissioners of Worcester County, Maryland**

**WITNESS/ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_, Authorized Representative  
County Commissioners of Worcester County, Maryland

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

\_\_\_\_\_

**“LANDLORD”: Dynamic Development LLC**

**WITNESS/ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_, Authorized Member  
Bret Davis

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

\_\_\_\_\_

The undersigned hereby unconditionally guarantees to Lessor all of the obligations and covenants of under this lease.

\_\_\_\_\_

\_\_\_\_\_

Witness

Individually

TENANT CONTACT

# ITEM 13

## Commercial Lease Agreement for Salisbury, MD 21801

Dynamic Development LLC(Landlord) and County Commissioners of Worcester County, Maryland (Tenant)

Date			
Tenant/Company Company (FEDERAL- EIN)			
Office Phone Number	(   )   -	Fax Number	(   )   -
Address			
Hours of Operation			
E-mail Address			
Primary Contact		Pager/Emergency (Circle One)	(   )   -
Phone Number	(   )   -	Fax Number	(   )   -
Secondary Contact		Pager/Emergency (Circle One)	(   )   -
Phone Number	(   )   -	Fax Number	(   )   -
Special Circumstances Requiring Notification:			
Location and type of specialized Equipment (i.e., anything that requires an inspection)			

***For Internal Use Only***, Names and Phone Numbers will not be distributed

## Exhibit A



### **Worcester Economic Development Build Out Scope**

- New space will consist of:
  - 1 reception room
  - 4 offices
  - 1 break room
  - 1 large conference area
  - 1 ADA bathroom
  - An IT closet and a storage closet in the rear
- General Trim Out
  - Office and conference room doors will have a full glass opening
  - We will expose the brick wall that runs down the rear of the building.
  - Everywhere will be a drop ceiling. The conference room might have a tin ceiling depending on local fire marshalls determination.
  - Lighting will consist of modern 2'x4' LED Flat Panel lights.
  - All areas will be equipped with 2 drops of cat-5e cable for high speed internet access and telephone communications
  - Reception and offices will have carpet tile floor, and ceramic tile.
  - The space will have an energy efficient heat pump.
- Break Area / Bathroom
  - Break area will consist of a sink, granite countertop, refrigerator.
  - Bathroom will have a LVT tile floor
- Conference Room
  - We will work with tenant to design a functional and impressive conference room capable of hosting large events and presentations
  - Floors will consist of a wood style luxury vinyl plank
  - 6" LED lights will line the perimeter of the room with a large, modern, LED chandelier in the middle.
  - We can prewire the space for a projector, tv, or other needs



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

## Memorandum

**To:** Weston S. Young, P.E., Chief Administrative Officer

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the name and title of the sender.

**Subject:** Maryland Agricultural Land Preservation Foundation (MALPF)  
FY 22 MALPF Funding Cycle Matching Funds

**Date:** 1/7/22

As a certified county by the Maryland Agricultural Land Preservation Foundation (MALPF) since 2004, Worcester County is required to commit matching funds for our easement acquisition program. As the only certified county on the lower shore, this certification allows the county to retain 75% instead of 33% of the agricultural transfer tax the county collects. To continue to be eligible for additional matching funds from the state, we are required to contribute qualifying expenditures from a county source other than agricultural land transfer taxes to this program. This needs to be equal to 9% of the agricultural transfer taxes collected annually in the county.

As the attached memorandum from Katherine Munson details, we are proposing to commit a contribution of **\$140,000** in retained Agricultural Transfer Tax revenue, along with another **\$48,459** remaining in previously approved encumbrances from a cash match in FY 20, for purchases of easements in the FY 22 cycle to remain certified under this program. This commitment comes primarily from the Agricultural Transfer Tax revenue collected by the county for the sole purpose of land preservation. The intent of the Agricultural Transfer Tax law is to impose the tax only when the land is converted to other uses from agriculture.

There are eight (8) applications in this planning cycle representing 767+/- acres. As Ms. Munson notes, all county match will be complimented by the state at a 60:40 ratio up to an amount determined in the state budget process for the statewide MALPF program.

Staff is respectfully recommending that the County Commissioners agree to provide the suggested contribution totaling **\$188,459**. Counties need to present this letter by February 1, 2022. A draft letter for this commitment is attached with the recommended amount for President Mitrecic's signature.

Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners.

### Attachments

1. Katherine Munson's memo, dated 12-13-21
2. Draft Commitment Letter
3. Map of MALPF Easements

cc: Katherine Munson  
Phil Thompson/Finance Director  
Candace Savage/Budget Officer



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

**To:** Robert Mitchell, Director  
**From:** Katherine Munson, Planner V *KM*  
**Subject:** FY22 MALPF Matching Funds  
**Date:** December 13, 2021

The Maryland Agricultural Land Preservation Foundation (MALPF) requires certified counties to commit matching funds for the agricultural preservation easement acquisition program.

Worcester County's Agricultural Land Preservation Program has been certified as of July 1, 2004. Certified counties retain and receive more funding for agricultural easement acquisition than non-certified counties (Worcester County is the only certified county on the lower shore). It entitles the county to retain 75% instead of 33% of the agricultural transfer tax the county collects, and to be eligible for additional matching funds from the state, as available. Certification requires that the county contribute qualifying expenditures from a county source other than agricultural land transfer taxes, equal to 9% of the agricultural land transfer taxes collected annually in the county.

Worcester County received eight (8) applications to sell an easement in the spring of 2021 (FY22 funding cycle).

To meet the minimum obligations to remain certified, the county needs to commit match funds for purchase of easements in the FY22 cycle.

The eight (8) applications represent 767+/- acres. Appraisals and the landowner bid determine the offer. If all applicants were to receive an offer, \$1.1 to \$1.9 million is estimated to be required. Applicants receive funding offers in order of rank, in "round one", and in order of best bargain offered in "round 2" (state funds only).

**Page 2 of 2, FY22 MALPF Matching Funds**

Please keep in mind that all county match is matched by the state at a 60:40 ratio (up to an amount TBD, but for the last three cycles that amount has exceeded \$1 million).

For FY21 Worcester County did not offer any general fund cash match. This was because the county had offered \$51,000 in cash match for FY20, and purchases were still pending at that time. Ultimately, \$2,541.00 was expended, so \$48,459.00 remains in that account.

The Agricultural Transfer Tax was established solely to fund agricultural preservation and may only be used for that purpose. Funds not used within six years must be remitted to the state. As of November 30, 2021 the county's Agricultural Transfer Tax revenue balance was \$236,308.94. The county will be billed \$92,760.76, from this account, for an FY21 easement purchase that has not yet settled.

We recommend that the FY22 match consist of:

- \$48,459.00 in general fund match
- \$140,000.00 from the Agricultural Transfer Tax revenue

I have attached a map showing the location of FY22 applicant properties.

The county must provide a matching funds commitment by **February 1, 2022**. Attached is a letter to be signed by the appropriate county representative.

Please contact me should you have any questions. Thank you for your attention to this matter.

**Attachments**

cc: Bob Mitchell, Director  
Candace Savage, Budget Officer  
Phil Thompson, Treasurer's Office

DRAFT

January 10, 2022

Michelle Cable, Executive Director  
Maryland Agricultural Land Preservation Foundation  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401

RE: FY22 Local Matching Funds

Dear Ms. Cable:

Worcester County's commitment of local matching funds for MALPF's FY21 easement acquisition program shall be \$188,459.00. This represents: an estimate of retained Agricultural Land Transfer Tax revenue balance of \$140,000.00 and \$48,459.00 in general funds.

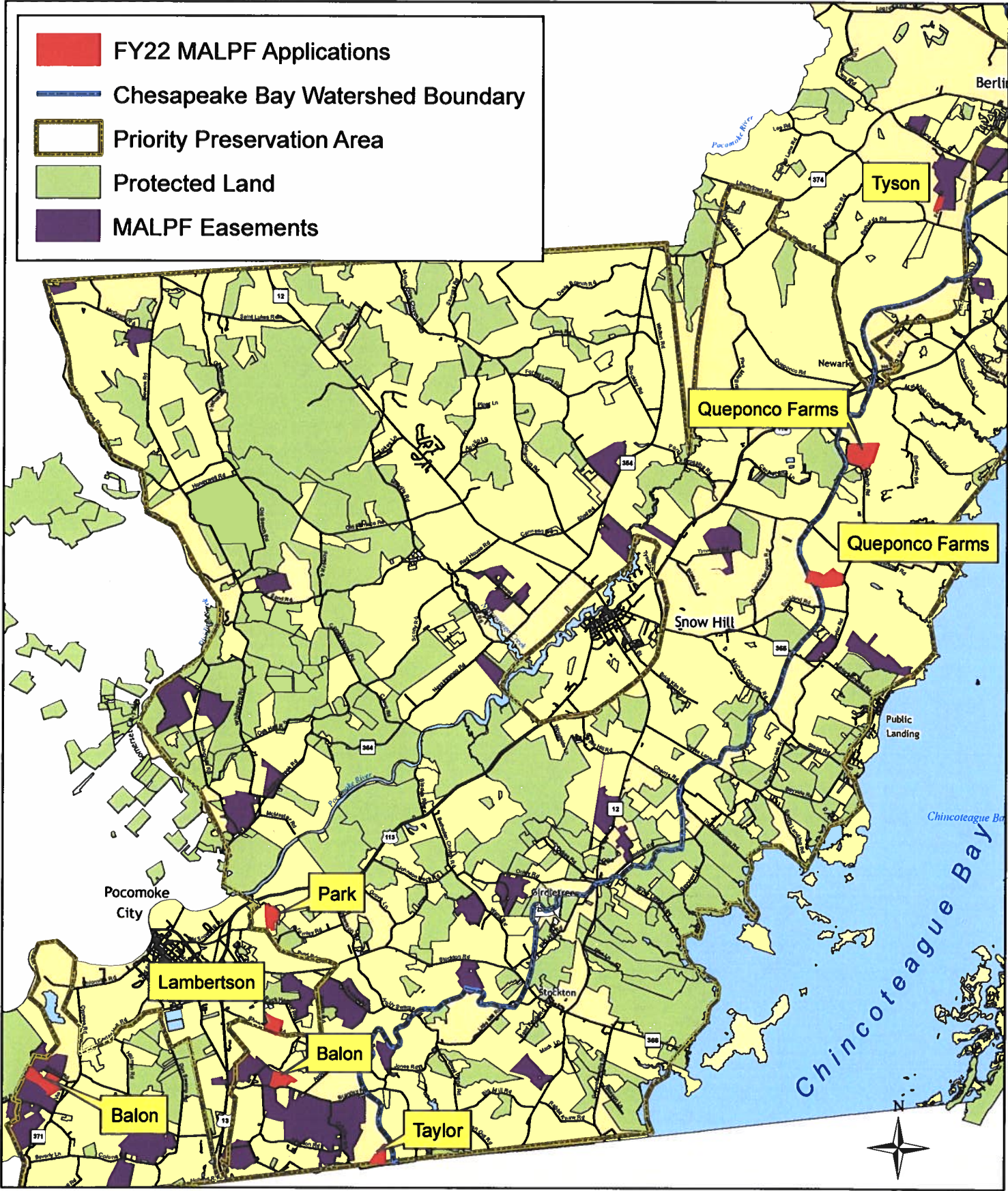
If you have any questions regarding this commitment, please do not hesitate to contact Katherine Munson at 410-632-1220, ext 1302.

Sincerely,

Joseph Mitrecic  
President  
Worcester County Commissioners



FY22 MALPF Applications





DRAFT

January 11, 2022

Michelle Cable, Executive Director  
Maryland Agricultural Land Preservation Foundation  
Maryland Department of Agriculture  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401

RE: FY22 Local Matching Funds

Dear Ms. Cable:

Worcester County's commitment of local matching funds for MALPF's FY21 easement acquisition program shall be **\$188,459.00**. This represents: an estimate of retained Agricultural Land Transfer Tax revenue balance of \$140,000.00 and \$48,459.00 in general funds.

If you have any questions regarding this commitment, please do not hesitate to contact Katherine Munson at 410-632-1220, ext 1302.

Sincerely,

Joseph Mitrecic  
President  
Worcester County Commissioners



Worcester County Government

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

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

## MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer  
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
DATE: January 12, 2022  
RE: Bay Bridge Replacement DRAFT Resolution

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During the December 2021 Maryland Association of Counties Administrator's Affiliate meeting, Eastern Shore counties, especially Worcester County were requested to adopt Bay Bridge Replacement Resolutions in support of both Queen Anne's and Anne Arundel County efforts.

Specifically, a coalition is requested to call for the State of Maryland to construct a replacement of the current two spans of the Chesapeake Bay Bridge with a single, eight-lane bridge in the same location. Otherwise, it is possible that only construction of "new span" might be authorized leaving the current unacceptable congestion on both ends and only the two current aging spans already badly in need of repair. Both Queen Anne's and Anne Arundel Resolutions are attached.

A Draft Resolution is provided for your consideration.

**DRAFT RESOLUTION NO. 22-\_\_****Resolution in support of a replacement bridge at the current crossing of the William Preston Lane Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge****Recitals:**

**WHEREAS**, the iconic Chesapeake Bay Bridge (the “Bay Bridge”) connects Maryland’s Eastern Shore with its Western Shore, between Stevensville in Queen Anne’s County and Annapolis in Anne Arundel County; and

**WHEREAS**, the original two-lane span opened in 1952 as the world’s longest continuous over-water steel structure and a parallel span was added in 1973, and these two spans are the Bay Bridge in place today; and

**WHEREAS**, the Bay Bridge is situated along a vital, heavily traveled link of the US 50/301 corridor that extends from I-97 to MD 404, and it connects businesses, healthcare, entertainment, and families of both Maryland shores and provides the sole direct connection between recreational and ocean regions on Maryland’s Eastern Shore with the metropolitan areas of Baltimore, Annapolis and Washington, D.C.; and

**WHEREAS**, the Bay Bridge is owned, operated, and maintained by the Maryland Transportation Authority (the “MDTA”) in its modern day construct as a dual 4.3mile span with a three-lane westbound span and a two-lane eastbound span; and

**WHEREAS**, the three-lane span can be adjusted to compensate for traffic demands associated with periods of congestion using “contraflow” to reverse traffic flow during peak travel periods and is one of the longest sections of contraflow used in the country; and

**WHEREAS**, the five lanes of the Bay Bridge that currently cross the Chesapeake Bay have not been adequate to effectively manage peak period traffic for many years; and

**WHEREAS**, the approaching roadway segments along US 50/301 consist of six lanes, which are geometrically incompatible with the five lanes crossing the Bay; and

**WHEREAS**, contraflow is used daily in an attempt to correct this incompatibility, but congestion and backups have now become routine in both directions; and

**WHEREAS**, over the last 30 years Maryland and Delaware have invested over a billion dollars completing numerous roadway improvement projects in the region, including Reach-the-Beach, additional lanes along MD Route 2, the addition of I-97, upgrades to MD Route 404, and the Middletown Delaware bypass; and

**WHEREAS**, all these corridors contribute to traffic crossing the same five lanes of the Bay Bridge in place since 1973; and

**WHEREAS**, the existing bridges were designed for a 50-year life, and with the east bound span now nearly 70 years old, and the west bound span now nearly 50 years old, maintenance needs and functional traffic management have become more challenging and expensive as the bridges age beyond the original design intent, and future maintenance projects will have a significant, detrimental impact on available bridge capacity and operations; and

**WHEREAS**, in 2015, the “US 50/301 William Preston Lane Jr. Memorial (Bay) Bridge Life Cycle Cost Analysis”<sup>1</sup> identified maintenance and rehabilitation costs for the existing bridges to be \$3.25 billion through 2065; and

**WHEREAS**, all travelers and commerce must go through this corridor to cross the Chesapeake Bay in Maryland; and

**WHEREAS**, the lack of any alternative routes in this corridor result in backups on both the mainline corridor and along all parallel community roads which dramatically impacts the health, safety, livability, and economy of the communities located near the passage and along the US 50/301 corridor on both sides of the Chesapeake Bay; and

**WHEREAS**, the traffic impacts are significant and disruptive to community quality of life and ability to access routine essential services, including, emergency services, patient transport, fire response, schools, and both local and regional economy; and

**WHEREAS**, the MDTA accurately predicted average Summer daily traffic volume forecasts of 100,000 vehicles per day by 2020, that are now being realized, along with future continuing trends of over 110,000 vehicles per day resulting in projected 7-mile backups and seven hours of

---

<sup>1</sup> Report available at [https://mdta.maryland.gov/sites/default/files/Files/blogs/Bay\\_Bridge\\_LCCA\\_Report\\_12-2015.pdf](https://mdta.maryland.gov/sites/default/files/Files/blogs/Bay_Bridge_LCCA_Report_12-2015.pdf).

delay time by 2030 if the capacity shortfall at the Bay Bridge is not addressed promptly; and

**WHEREAS**, the only viable solution to eliminate the bottleneck caused by the Bay Bridge capacity constriction is to expeditiously align previous transportation investments in other route improvements with a new replacement bridge and functional mainline approach roadways that are compatible and have adequate capacity to safely move traffic on the US 50/301 corridor; and

**WHEREAS**, in recent years, Governor Lawrence L. Hogan has worked diligently to identify a solution that will maximize congestion relief and minimize the environmental impact; and

**WHEREAS**, Governor Hogan has dedicated countless resources and efforts to provide traffic relief in Maryland for families, commuters, and businesses and has directed improvements at the Bay Bridge to reduce current congestion and minimize delays related to required maintenance including, expediting re-decking on the westbound span, installing an electronic toll collection system, removing physical toll booths, and providing free “E-ZPass” transponders to citizens while keeping tolls at historically low levels; and

**WHEREAS**, on August 30, 2016, Governor Hogan announced \$5 million in funding for the MDTA to conduct a Tier 1 Bay Crossing Study; and

**WHEREAS**, the Chesapeake Bay Crossing Study: Tier 1 NEPA (“Bay Crossing Study”) is a National Environmental Policy Act (“NEPA”) study being conducted with public and agency involvement to result in the identification of a preferred corridor alternative to provide adequate capacity, dependable and reliable travel times, and flexibility to maintenance and incident management in a safe manner at the Bay Bridge with the evaluation of its financial feasibility, traffic alleviation and environmental analyses; and

**WHEREAS**, in February of 2021, the MDTA, in cooperation with the Federal Highway Administration (the “FHWA”), issued a Tier 1 Draft Environmental Impact Statement for the Bay Crossing Study; and

**WHEREAS**, the FHWA and the MDTA have announced their intention to issue a combined Tier 1 Final Environmental Impact Statement and Record of Decision sometime in the Winter of 2021-2022; and

**WHEREAS**, following the completion of the Tier 1 study, a more extensive and detailed Tier 2 study must be done to thoroughly assess the

preferred corridor alternative identified in the Tier 1 study as well as the potential environmental impacts, and possibly advance a new replacement bridge and approach highway or roads; and

**WHEREAS**, communities in transit on the Rt 50 corridor across the Eastern Shore including Worcester, Anne Arundel and Queen Anne's Counties will continue to experience the impacts of increased traffic volume and delays during the multi-year Tier 2 process, and as the current Bay Bridge remains in a constant state of maintenance and rehabilitation; and

**WHEREAS**, by Anne Arundel County Resolution No. 32-21 the addition of a third span to the existing Bay Bridge was opposed, that opposition still stands, and the construction of a new replacement Bay Bridge is now supported; and

**WHEREAS**, it is imperative the Tier 2 Environmental Impact Statement be funded and begin immediately, and all efforts be made to expedite the lengthy and extensive Federal process;

**NOW, THEREFORE, BE IT RESOLVED** that the County Commissioners of Worcester County, Maryland hereby finds the best solution to maintain forward progress, support the investments already made along the US Route 50/301 corridor, specifically from I-97 to MD 404, and address the existing and future traffic capacity shortfalls is to replace the current two spans of the Chesapeake Bay Bridge with a single new replacement bridge, constructed at the same location, that includes a minimum of eight travel lanes to provide adequate capacity and dependable and reliable travel times;

**AND, BE IT FURTHER RESOLVED**, that the Worcester County Commissioners hereby request that the Tier 1 Chesapeake Bay Crossing Study be concluded, and that sufficient resources be allocated for the Tier 2 Chesapeake Bay Crossing Study;

**AND, BE IT FURTHER RESOLVED**, That a copy of this Resolution be sent to Governor Larry Hogan; Gregory Slater, Maryland Secretary of Transportation; James Ports, Jr., Executive Director, MDTA; Heather Lowe, Project Manager, MDTA; State Delegates Heather Bagnall and Sid Saab; State Senator Edward R. Reilly; U.S. Senators Chris Van Hollen and Benjamin Cardin; U.S. Congressman Andy Harris and Anthony Brown; Pete Buttigieg, U.S. Secretary of Transportation; Jeanette Mar, Environmental Program Manager, FHWA Maryland Division; Karen Kahl, Project Manager, RK&K; and Tim Ryan, Project Manager, Traffic Analysis, AECOM.

**AND, BE IT FURTHER RESOLVED** that this Resolution shall be effective immediately upon its passage.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of January, 2022.

Attest: **Worcester County Commissioners**

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

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

\_\_\_\_\_  
Theodore J. Elder  
Vice-President

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

\_\_\_\_\_  
Madison J. Bunting, Jr.  
Commissioner

\_\_\_\_\_  
James C. Church  
Commissioner

\_\_\_\_\_  
Joshua C. Nordstrom  
Commissioner

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

BLOG TRANSPORTATION

# Two Counties by the Bay Call for One Bigger Chesapeake Bay Bridge

By WTOP News  
October 6, 2021



*The Chesapeake Bay Bridge. Photo from adobe.stock.com.*

Backups at Maryland's Chesapeake Bay Bridge are a summer traffic fixture, but maybe things would move along much better if there were eight or more travel lanes?

Anne Arundel County and its neighbor on the other side of the water, Queen Anne's County, want a new, bigger and better bridge between them.





(<https://cdn4.creativecirclemedia.com/severna/original/20211102-095811-Bay-Bridge-Update.jpg>)

Posted Tuesday, November 2, 2021 11:49 am

The Anne Arundel County Council, by a vote of 6-1 on October 4, called for the State of Maryland to construct a replacement of the current two spans of the Chesapeake Bay Bridge with a single bridge in the same location.

The resolution called for a minimum of eight travel lanes to provide adequate capacity and dependable travel times. One week prior, Queen Anne's County passed Resolution 21.17, which aligns the two neighboring counties in this call to action.

"As the lead sponsor of the resolution, I feel confident that this is a significant moment for Anne Arundel County, a step toward traffic relief on our local roads so residents can move freely again," said Councilwoman Amanda Fiedler, who represents District 5, where the western landing of the Bay Bridge is located. "A third span at the current location, or an alternate location, will not fix traffic in the long term for either Anne Arundel or Queen Anne's County."

The Anne Arundel County Council previously passed Resolution 32-21, which asked the state to pause in the Bay Bridge Tier 1 study before determining a location of a third span. The passage of Resolution No. 49-21 marks support for finalizing the Tier 1 location decision with a full replacement at the existing location and encouraging the urgent funding of Tier 2 of the study, which will determine the scope and size of a replacement bridge. That study will also consider environmental features and state right of way.

The Anne Arundel County Council passed a resolution 6-1 Monday night that matches a resolution recently passed by the Queen Anne's County Council.

"As the lead sponsor of the resolution, I feel confident that this is a significant moment for Anne Arundel County, a step toward traffic relief on our local roads so residents can move freely again," Anne Arundel County Councilmember Amanda Fiedler (R) said in a statement, adding that there is a capacity issue with "two existing, aging bridges."

The resolution calls on the state to replace the current two spans of the Chesapeake Bay Bridge with one single structure accommodating at least eight travel lanes at the existing site.

Maryland transportation leaders have recommended a new Chesapeake Bay Bridge, but the state's proposal encompasses [a number of different options and locations](#), including adding a third span to the existing two spans at the present site.

The two counties on the Eastern and Western shores of the bay are calling on the state to scrap the option for a third span.

"A third span at the current location, or an alternate location will not fix traffic in the long term for either Anne Arundel or Queen Anne's County," Fiedler said.

Anne Arundel and Queen Anne's counties say one big bridge is needed at the current location, with a minimum of eight lanes to provide adequate capacity and dependable and reliable travel times.

*As part of Maryland Matters' content sharing agreement with WTOP, we feature this article from Dick Uliano. [Click here](#) for the WTOP News website.*

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AMENDED  
October 4, 2021

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 18

Resolution No. 49-21

Introduced by Ms. Fiedler

By the County Council, September 20, 2021

1 RESOLUTION in support of a replacement bridge at the current crossing of the  
2 William Preston Lane Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge

3  
4 WHEREAS, the iconic Chesapeake Bay Bridge (the “Bay Bridge”) connects  
5 Maryland’s Eastern Shore with its Western Shore, between Stevensville in Queen  
6 Anne’s County and Annapolis in Anne Arundel County; and

7  
8 WHEREAS, the original two-lane span opened in 1952 as the world’s longest  
9 continuous over-water steel structure and a parallel span was added in 1973, and  
10 these two spans are the Bay Bridge in place today; and

11  
12 WHEREAS, the Bay Bridge is situated along a vital, heavily traveled link of the  
13 US 50/301 corridor that extends from I-97 to MD 404, and it connects businesses,  
14 healthcare, entertainment, and families of both Maryland shores and provides the  
15 sole direct connection between recreational and ocean regions on Maryland’s  
16 Eastern Shore with the metropolitan areas of Baltimore, Annapolis and  
17 Washington, D.C.; and

18  
19 WHEREAS, the Bay Bridge is owned, operated, and maintained by the Maryland  
20 Transportation Authority (the “MDTA”) in its modern day construct as a dual 4.3-  
21 mile span with a three-lane westbound span and a two-lane eastbound span; and

22  
23 WHEREAS, the three-lane span can be adjusted to compensate for traffic demands  
24 associated with periods of congestion using “contraflow” to reverse traffic flow  
25 during peak travel periods and is one of the longest sections of contraflow used in  
26 the country; and

27  
28 WHEREAS, the five lanes of the Bay Bridge that currently cross the Chesapeake  
29 Bay have not been adequate to effectively manage peak period traffic for many  
30 years; and

31  
32 WHEREAS, the approaching roadway segments along US 50/301 consist of six  
33 lanes, which are geometrically incompatible with the five lanes crossing the Bay;  
34 and

35  
36 WHEREAS, contraflow is used daily in an attempt to correct this incompatibility,  
37 but congestion and backups have now become routine in both directions; and

---

EXPLANATION: Underlining indicates matter added to resolution by amendment.  
~~Strikethrough~~ indicates matter removed from resolution by amendment.

1 WHEREAS, over the last 30 years Maryland and Delaware have invested over a  
2 billion dollars completing numerous roadway improvement projects in the region,  
3 including Reach-the-Beach, additional lanes along MD Route 2, the addition of I-  
4 97, upgrades to MD Route 404, and the Middletown Delaware bypass; and  
5

6 WHEREAS, all these corridors contribute to traffic crossing the same five lanes of  
7 the Bay Bridge in place since 1973; and  
8

9 WHEREAS, the existing bridges were designed for a 50-year life, and with the east  
10 bound span now nearly 70 years old, and the west bound span now nearly 50 years  
11 old, maintenance needs and functional traffic management have become more  
12 challenging and expensive as the bridges age beyond the original design intent, and  
13 future maintenance projects will have a significant, detrimental impact on available  
14 bridge capacity and operations; and  
15

16 WHEREAS, in 2015, the “US 50/301 William Preston Lane Jr. Memorial (Bay)  
17 Bridge Life Cycle Cost Analysis”<sup>1</sup> identified maintenance and rehabilitation costs  
18 for the existing bridges to be \$3.25 billion through 2065; and  
19

20 WHEREAS, all travelers and commerce must go through this corridor to cross the  
21 Chesapeake Bay in Maryland; and  
22

23 WHEREAS, the lack of any alternative routes in this corridor result in backups on  
24 both the mainline corridor and along all parallel community roads which  
25 dramatically impacts the health, safety, livability, and economy of the communities  
26 located near the passage and along the US 50/301 corridor on both sides of the  
27 Chesapeake Bay; and  
28

29 WHEREAS, the traffic impacts are significant and disruptive to community quality  
30 of life and ability to access routine essential services, including, emergency  
31 services, patient transport, fire response, schools, and both local and regional  
32 economy; and  
33

34 WHEREAS, the MDTA accurately predicted average Summer daily traffic volume  
35 forecasts of 100,000 vehicles per day by 2020, that are now being realized, along  
36 with future continuing trends of over 110,000 vehicles per day resulting in projected  
37 7-mile backups and seven hours of delay time by 2030 if the capacity shortfall at  
38 the Bay Bridge is not addressed promptly; and  
39

40 WHEREAS, the only viable solution to eliminate the bottleneck caused by the Bay  
41 Bridge capacity constriction is to expeditiously align previous transportation  
42 investments in other route improvements with a new replacement bridge and  
43 functional mainline approach roadways that are compatible and have adequate  
44 capacity to safely move traffic on the US 50/301 corridor; and

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<sup>1</sup> Report available at

[https://mdta.maryland.gov/sites/default/files/Files/blogs/Bay\\_Bridge\\_LCCA\\_Report\\_12-2015.pdf](https://mdta.maryland.gov/sites/default/files/Files/blogs/Bay_Bridge_LCCA_Report_12-2015.pdf).

1 WHEREAS, in recent years, Governor Lawrence L. Hogan has worked diligently  
2 to identify a solution that will maximize congestion relief and minimize the  
3 environmental impact; and  
4

5 WHEREAS, Governor Hogan has dedicated countless resources and efforts to  
6 provide traffic relief in Maryland for families, commuters, and businesses and has  
7 directed improvements at the Bay Bridge to reduce current congestion and  
8 minimize delays related to required maintenance including, expediting re-decking  
9 on the westbound span, installing an electronic toll collection system, removing  
10 physical toll booths, and providing free “E-ZPass” transponders to citizens while  
11 keeping tolls at historically low levels; and  
12

13 WHEREAS, on August 30, 2016, Governor Hogan announced \$5 million in  
14 funding for the MDTA to conduct a Tier 1 Bay Crossing Study; and  
15

16 WHEREAS, the Chesapeake Bay Crossing Study: Tier 1 NEPA (“Bay Crossing  
17 Study”) is a National Environmental Policy Act (“NEPA”) study being conducted  
18 with public and agency involvement to result in the identification of a preferred  
19 corridor alternative to provide adequate capacity, dependable and reliable travel  
20 times, and flexibility to maintenance and incident management in a safe manner at  
21 the Bay Bridge with the evaluation of its financial feasibility, traffic alleviation and  
22 environmental analyses; and  
23

24 WHEREAS, in February of 2021, the MDTA, in cooperation with the Federal  
25 Highway Administration (the “FHWA”), issued a Tier 1 Draft Environmental  
26 Impact Statement for the Bay Crossing Study; and  
27

28 WHEREAS, the FHWA and the MDTA have announced their intention to issue a  
29 combined Tier 1 Final Environmental Impact Statement and Record of Decision  
30 sometime in the Winter of 2021-2022; and  
31

32 WHEREAS, following the completion of the Tier 1 study, a more extensive and  
33 detailed Tier 2 study must be done to thoroughly assess the preferred corridor  
34 alternative identified in the Tier 1 study as well as the potential environmental  
35 impacts, and possibly advance a new replacement bridge and approach highway or  
36 roads; and  
37

38 WHEREAS, communities in both Anne Arundel and Queen Anne’s Counties will  
39 continue to experience the impacts of increased traffic volume and delays during  
40 the multi-year Tier 2 process, and as the current Bay Bridge remains in a constant  
41 state of maintenance and rehabilitation; and  
42

43 WHEREAS, by Resolution No. 32-21 the addition of a third span to the existing  
44 Bay Bridge was opposed, that opposition still stands, and the construction of a new  
45 replacement Bay Bridge is now supported; and  
46

47 WHEREAS, it is imperative the Tier 2 Environmental Impact Statement be funded  
48 and begin immediately, and all efforts be made to expedite the lengthy and  
49 extensive Federal process; now, therefore, be it

Resolution No. 49-21

Page No. 4

1        *Resolved by the County Council of Anne Arundel County, Maryland,* That it hereby  
 2 finds that the best solution to maintain forward progress, support the investments already  
 3 made along the US Route 50/301 corridor, specifically from I-97 to MD 404, and address  
 4 the existing and future traffic capacity shortfalls is to replace the current two spans of the  
 5 Chesapeake Bay Bridge with a single new replacement bridge, constructed at the same  
 6 location, that includes a minimum of eight travel lanes to provide adequate capacity and  
 7 dependable and reliable travel times; and be it further

8  
 9        *Resolved,* That the County Council hereby requests that the Tier 1 Chesapeake Bay  
 10 Crossing Study be concluded, and that sufficient resources be allocated for the Tier 2  
 11 Chesapeake Bay Crossing Study; and be it further

12  
 13        *Resolved,* that this Resolution is contingent upon the Board of County Commissioners  
 14 of Queen Anne's County, Maryland adopting a resolution that is substantially the same as  
 15 this Resolution at their next meeting, and, if the Board of County Commissioners of Queen  
 16 Anne's County does not adopt a resolution that is substantially the same as this Resolution  
 17 at their next meeting, then this Resolution shall be considered null and void without further  
 18 action of the County Council; and be it further

19  
 20        *Resolved,* That a copy of this Resolution be sent to the Board of County Commissioners  
 21 of Queen Anne's County ~~for further action;~~ County Executive Steuart Pittman; Governor  
 22 Larry Hogan; Gregory Slater, Maryland Secretary of Transportation; James Ports, Jr.,  
 23 Executive Director, MDTA; Heather Lowe, Project Manager, MDTA; State Delegates  
 24 Heather Bagnall and Sid Saab; State Senator Edward R. Reilly; U.S. Senators Chris Van  
 25 Hollen and Benjamin Cardin; U.S. Congressman Anthony Brown; Pete Buttigieg, U.S.  
 26 Secretary of Transportation; Jeanette Mar, Environmental Program Manager, FHWA  
 27 Maryland Division; Karen Kahl, Project Manager, RK&K; and Tim Ryan, Project  
 28 Manager, Traffic Analysis, AECOM.

AMENDMENTS ADOPTED: October 4, 2021

READ AND PASSED this 4<sup>th</sup> day of October, 2021.

By Order:

  
 Laura Corby  
 Administrative Officer

I HEREBY CERTIFY THAT RESOLUTION NO. 49-21 IS TRUE AND CORRECT AND DULY  
 ADOPTED BY THE COUNTY COUNCIL OF ANNE ARUNDEL COUNTY.

  
 Sarah F. Lacey  
 Chair





# Resolution

## COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND

### Resolution No. 21-17

RESOLUTION in support of a replacement bridge at the current crossing of the William Preston Lane Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge,

WHEREAS, the iconic Chesapeake Bay Bridge (the "Bay Bridge") connects Maryland's Eastern Shore with its Western Shore, between Stevensville in Queen Anne's County and Annapolis in Anne Arundel County; and

WHEREAS, the original two-lane span opened in 1952 as the world's longest continuous over-water steel structure and a parallel span was added in 1973, and these two spans are the Bay Bridge in place today; and

WHEREAS, the Bay Bridge is situated along a vital, heavily traveled link of the US 50/301 corridor that extends from I-97 to MD 404, and it connects businesses, healthcare, entertainment, and families of both Maryland shores and provides the sole direct connection between recreational and ocean regions on Maryland's Eastern Shore with the metropolitan areas of Baltimore, Annapolis and Washington, D.C.; and

WHEREAS, the Bay Bridge is owned, operated, and maintained by the Maryland Transportation Authority (the "MDTA") in its modern-day construct as a dual 4.3-mile span with a three-lane westbound span and a two-lane eastbound span; and

WHEREAS, the three-lane span can be adjusted to compensate for traffic demands associated with periods of congestion using "contraflow" to reverse traffic flow during peak travel periods and is one of the longest sections of contraflow used in the country; and

WHEREAS, the five lanes of the Bay Bridge that currently cross the Chesapeake Bay have not been adequate to effectively manage peak period traffic for many years; and

WHEREAS, the approaching roadway segments along US 50/301 consists of six lanes, which are geometrically incompatible with the five lanes crossing the Bay; and

WHEREAS, contraflow is used daily in an attempt to correct this incompatibility, but congestion and backups have now become routine in both directions; and

WHEREAS, over the last 30-years Maryland and Delaware have invested over a billion dollars completing numerous roadway improvement projects in the region including, Reach-the-Beach, additional lanes along MD Route 2, the addition of I-97, upgrades to MD Route 404, and the Middletown Delaware bypass; and

WHEREAS, all these corridors contribute to traffic crossing the same five lanes of the Bay Bridge in place since 1973; and

WHEREAS, the existing bridges were designed for a 50-year life, and with the east bound span now nearly 70 years old, and the west bound span now nearly 50 years old, maintenance needs and functional traffic management have become more challenging and expensive as the bridges age



beyond the original design intent, and future maintenance projects will have a significant, detrimental impact on available bridge capacity and operations; and

WHEREAS, in 2015, the “US 50/301 William Preston Lane Jr. Memorial (Bay) Bridge Life Cycle Cost Analysis”<sup>1</sup> identified maintenance and rehabilitation costs for the existing bridges to be \$3.25 billion through 2065; and

WHEREAS, all travelers and commerce must go through this corridor to cross the Chesapeake Bay in Maryland; and

WHEREAS, the lack of any alternative routes in this corridor result in backups on both the mainline corridor and along all parallel community roads which dramatically impacts the health, safety, livability, and economy of the communities located near the passage and along the US 50/301 corridor on both sides of the Chesapeake Bay; and

WHEREAS, the traffic impacts are significant and disruptive to community quality of life and ability to access routine essential services, including, emergency services, patient transport, fire response, schools, and both local and regional economy; and

WHEREAS, the MDTA accurately predicted average Summer daily traffic volume forecasts of 100,000 vehicles per day by 2020, that are now being realized, along with future continuing trends of over 110,000 vehicles per day resulting in projected 7-mile backups and seven hours of delay time by 2030 if the capacity shortfall at the Bay Bridge is not addressed promptly; and

WHEREAS, the only viable solution to eliminate the bottleneck caused by the Bay Bridge capacity constriction is to expeditiously align previous transportation investments in other route improvements with a new replacement bridge and functional mainline approach roadways that are compatible and have adequate capacity to safely move traffic on the US 50/301 corridor; and

WHEREAS, in recent years, Governor Lawrence L. Hogan has worked diligently to identify a solution that will maximize congestion relief and minimize the environmental impact; and

WHEREAS, Governor Hogan had dedicated countless resources and efforts to provide traffic relief in Maryland for families, commuters, and businesses and has directed improvements at the Bay Bridge to reduce current congestion and minimize delays related to required maintenance including, expediting re-decking on the westbound span, installing an electronic toll collection system, removing physical toll booths, and providing free “E-Z Pass” transponders to citizens while keeping tolls at historically low levels; and

WHEREAS, on August 30, 2016, Governor Hogan announced \$5 million in funding for the MDTA to conduct a Tier 1 Bay Crossing Study; and

WHEREAS, the Chesapeake Bay Crossing Study: Tier 1 NEPA (“Bay Crossing Study”) is a National Environmental Policy Act (“NEPA”) study being conducted with public and agency involvement to result in the identification of a preferred corridor alternative to provide adequate capacity, dependable and reliable travel times, and flexibility to maintenance and incident management in a safe manner at the Bay Bridge with the evaluation of its financial feasibility, traffic alleviation and environmental analyses; and

WHEREAS, in February of 2021, the MDTA, in cooperation with the Federal Highway Administration (the “FHWA”), issued a Tier 1 Draft Environmental Impact Statement for the Bay Crossing Study; and

WHEREAS, the FHWA and the MDTA have announced their intention to issue a combined Tier 1 Final Environmental Impact Statement and Record of Decision sometime in the Winter of 2021-2022; and

WHEREAS, following the completion of the Tier 1 study, a more extensive and detailed Tier 2 study must be done to thoroughly assess the preferred corridor alternative identified in the Tier 1 study as well as the potential environmental impacts, and possibly advance a new replacement bridge and approach highway or roads; and



WHEREAS, communities in both Anne Arundel and Queen Anne’s Counties will continue to experience the impacts of increased traffic volume and delays during the multi-year Tier 2 process, and as the current Bay Bridge remains in a constant state of maintenance and rehabilitation; and

WHEREAS, it is imperative the Tier 2 Environmental Impact Statement be funded and begin immediately, and all efforts be made to expedite the lengthy and extensive Federal process; now, therefore, be it

*Resolved by the County Commissioners of Queen Anne’s County, Maryland,* That it hereby finds that the best solution to maintain forward progress, support the investments already made along the US Route 50/301 corridor, specifically from I-97 to MD 404, and address the existing and future traffic capacity shortfalls is to replace the current two spans of the Chesapeake Bay Bridge with a single new replacement bridge, constructed at the same location, that includes a minimum of eight travel lanes to provide adequate capacity and dependable and reliable travel times; and be it further

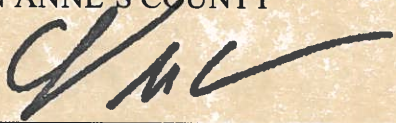
*Resolved,* That the County Commissioners hereby requests that the Tier 1 Chesapeake Bay Crossing Study be concluded, and that sufficient resources be allocated for the Tier 2 Chesapeake Bay Crossing Study; and be it further

*Resolved,* That a copy of this Resolution be sent to the County Council of Anne Arundel County for their consideration and mutual support.

WITNESS the hands and seals of the County Commissioners of Queen Anne’s County this 28 day of September, 2021.

ATTEST:

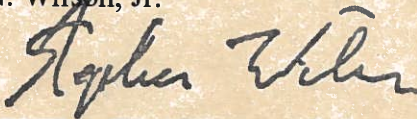
THE COUNTY COMMISSIONERS OF  
QUEEN ANNE’S COUNTY



Christopher M. Corchiarino, President



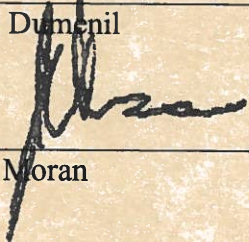
Jack N. Wilson, Jr.



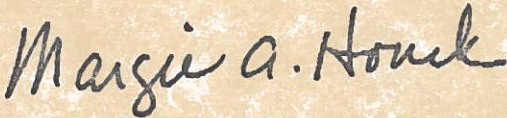
Stephen Wilson



Philip L. Dumenil



James J. Moran



Margie Houck  
Executive Assistant



To: Commissioners  
From: Roscoe R. Leslie  
Date: January 11, 2022  
RE: Sprinklers in Manufactured Homes

**Summary**

At the last meeting, it was requested that the Commissioners address “grandfathering” un-sprinkled manufactured homes that have been installed since the state Fire Marshal’s guidance has been issued.

“Grandfathering” is not possible because the building code is state law. The County could not enforce the state law, but this presents exposure for injuries or death arising from fires in un-sprinkled units.

**Analysis**

The sprinkler requirement is a product of state law—the Maryland Building Performance Standards. State law specifically says that counties can not make sprinkler provisions less restrictive. Currently, the County is allowing un-sprinkled manufactured homes to be permitted upon the signing of a memo explaining the possibility that retrofitting may be required (attached).

The County does not have the power to modify the building code to lessen the sprinkler requirement. If the Attorney General decides to nullify the Fire Marshal’s guidance, un-sprinkled units installed since the guidance was issued will be in violation of state law.

The County could choose not to undertake enforcement efforts. This could open the County to legal exposure if a fire occurs in an un-sprinkled unit because the County would be ignoring a known, unsafe condition. Further, the County could be subject to some kind of state response—withholding grants, other funding, etc.

**MEMORANDUM  
REGARDING AUTOMATIC FIRE SPRINKLER SYSTEMS  
IN MANUFACTURED HOMES**

Bldg Permit #: \_\_\_\_\_ Tax Map: \_\_\_\_\_ Parcel: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

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

Worcester County has required an automatic fire sprinkler system in all manufactured home single-family dwellings since July 1, 2015, subject to the provisions of R313.2 One- and two-family dwellings automatic fire systems of the International Residential Code (IRC) [currently the 2018 edition].

On September 7, 2021, the Worcester County Commissioners passed Resolution No. 21-20, which adopted the guidance issued by the State of Maryland Office of the State Fire Marshal on the requirements for automatic fire sprinkler systems in one- and two-family dwellings, dated May 17, 2021. This guidance stated that manufactured homes do not require the installation of an automatic fire sprinkler system pursuant to federal Housing and Urban Development (HUD) requirements and the statewide requirements in COMAR 09.12.52.15.

Additionally, the Worcester County Commissioners have requested an opinion from the State Attorney General's Office on the legality of the State Fire Marshal's memorandum. This opinion is currently pending.

**I AM HEREBY REQUESTING** that my building permit application for a manufactured home on my property as referenced above be processed without the provision for an automatic fire sprinkler system in the home, otherwise subject to review by the Worcester County Fire Marshal's Office.

**I ACKNOWLEDGE AND ACCEPT** that should the Attorney General's opinion find that a fire sprinkler system is mandatory under state law, I will be required to retrofit the home with a system, at my own cost, and subject to fines until brought into compliance with state law.

Property Owner signature and date: \_\_\_\_\_



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

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

January 11, 2021

TO: Worcester County Commissioners  
FROM: Karen Hammer, Administrative Assistant V  
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2022

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (15), which have current or upcoming vacancies (30). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

**Action Items:** Note interest generated from the press release advertising board vacancies. (information attached)

**President Mitrecic** - You have **Two (2)** positions open:

- Michael Patchett – **Resigned** – Board of Electrical Examiners
- Marie Campione-Lawrence (**Resigned**) - Social Services Advisory Board

**Vice President Elder** – You have **Two (2)** position needed:

- Robert Clarke – Term Ending – Dec. 21- Economic Development Advisory Board
- Michael Day – Term Ended - Tourism Advisory Committee

**Commissioner Bertino** – You have **Four (4)** positions needed:

- Cathy Gallagher – **Resigned** - Social Services Advisory Board
- Bob Poremski (**Resigned**) - replacement to the Water & Sewer Advisory Council, Ocean Pines
- Gregory Sauter – Term Ending-Dec. 21- Water & Sewer Advisory Council, Ocean Pines
- John Collins, Jr. - Term Ending-Dec. 21- Water & Sewer Advisory Council, Ocean Pines

**Commissioner Bunting** – You have **Two (2)** position needed:

- David Deutsch - Term Ending – Dec. 21- Ethics Board
- Chris Klebe – **Resigned** – Recreation Advisory Board

**Commissioner Nordstrom** - You have **Three (3)** position needed:

- Glen Holland – Term Ending – Dec. 21 – Agricultural Preservation Advisory Board
- Mark Frostrom – Term Ending – Dec. 21 - LMB
- Sharon Dryden - **Resigned** – Social Services Advisory Board



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**Commissioner Church – You have Nine (9) position open:**

- Duane Duncan - Term Ending – Dec. 21- Board of Electrical Examiners
- Bruce Spangler - Term Ending – Dec. 21- Ethics Board
- Norman Bunting – Term Ending – Dec. 21 – Recreation Advisory Board
- Martin Kwesko – Term Ending – Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek – passed – Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed - Water & Sewer Advisory Council, Mystic Harbour
- Todd Ferrante – Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Keith Swanton - Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier - Term Ending-Dec. 21- Commission for Women- Not a Reappointment

**Commissioner Purnell – You have assigned all positions**

**All Commissioners:**

- **(3) – Adult Public Guardianship Board-** (2) Terms Ending- Roberta Baldwin and Melissa Banks, (1) Vacancy – Dr. Kenneth Widra - Psychiatrist
- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, however, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey ( At-Large- Business O.P.)
- **(3) - Water and Sewer Advisory Council – Ocean Pines–** (1) Resigned (Bob Poremski), (2) Term Endings Dec. 21.- Gregory Sauter and Term Ending for John Collins
- **(3) - Water and Sewer Advisory Council – Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko
- **(2) - Water and Sewer Advisory Council- West Ocean City –** (2) Term Endings – Dec. 21 – Todd Ferrante and Keith Swanton
- **(1) – Commission for Women** –Elizabeth Rodier, (Church) does not choose to be reappointed.

**Pending Board Appointments - By Commissioner**

- District 1 - Nordstrom** p. 6 - Agricultural Preservation Board - Glen Holland  
 p. 12 - LMB - Mark Frostrom  
 p. 15 - Social Services - Sharon Dryden

**District 2 - Purnell**

Thank you! All of your positions are assigned.

**District 3 - Church**

- p. 10 - Electrical Examiners - Duane Duncan  
 p. 11 - Ethics Board - Bruce Spangler  
 p. 14 - Recreation Advisory Board - Norman Bunting  
 p. 19 - Water & Sewer - Mystic Harbour - Martin Kwesko  
 p. 19 - Water & Sewer - Mystic Harbour - Richard Jendrek  
 p. 19 - Water & Sewer - Mystic Harbour - Bruce Burns  
 p. 20 - Water and Sewer Advisory Council- West Ocean City- Todd Ferrante.  
 p. 20 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton  
 p. 21 - Commission for Women - Elizabeth Rodier

**District 4 - Elder**

- p. 9 - Economic Development – Robert Clarke  
 p. 17 – Tourism Advisory Committee – Michael Day

**District 5 - Bertino**

- p. 15 - Social Services Advisory Board – Cathy Gallagher  
 p. 18 - Water & Sewer Advisor Board Ocean Pines – Bob Poremski  
 p. 18 - Water & Sewer Advisor Board Ocean Pines – Gregory Sauter  
 p. 18 - Water & Sewer Advisor Board Ocean Pines – John Collins, Jr.

**District 6 - Bunting**

- p. 11 – Ethics Board – David Deutsch  
 p. 14 – Recreation Advisory Board – Chris Klebe

**District 7 - Mitrecic**

- p. 10 – Electrical Examiners – Michael Patchett  
 p. 15 - Social Services Advisory Board – Maire Campione Lawrence

**All Commissioners**

**p. 4 (3) – Adult Public Guardianship Board- (2) Terms Ending, (1) Vacancy - Psychiatrist**

**p. 7 (1) -Drug and Alcohol Abuse Council - 1 Position -** (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

**p. 13 (4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey ( At-Large- Business O.P.)

**p. 18 (3) - Water and Sewer Advisory Council, Ocean Pines – (1) Resigned (Bob Poremski), (2) Term Endings Dec. 21.-** Gregory Sauter and John Collins

**p. 19 (3) - Water and Sewer Advisory Council – Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

**p. 20 (2) - Water and Sewer Advisory Council- West Ocean City – (2) Term Endings – Dec. 21 –** Todd Ferrante and Keith Swanton

**p. 21 (1) – Commission for Women – Elizabeth Rodier (Church) does not choose to be** reappointed.

## ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

Number/Term: 1 1/3 year terms  
Terms expire December 31st

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

Meetings: Semi-annually

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

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

## Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18, 18-21
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18, 18-21
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23

\* = Appointed to fill an unexpired term



**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

## Prior Members:

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

## Since 1972

Albert Straw (91-97)  
Nate Pearson (95-98)  
Dr. William Greer, III (95-98)  
Rev. Arthur L. George (95-99)  
Irvin Greene (96-99)  
Mary Leister (93-99)  
Otho Aydelotte, Jr. (93-99)  
Shirley D'Aprix (98-00)  
Theresa Bruner (91-02)  
Tony Devereaux (93-02)  
Dr. William Krone (98-02)  
David Hatfield (99-03)  
Dr. Kimberly Richardson (02-03)  
Ina Hiller (91-03)  
Dr. David Pytlewski (91-06)  
Jerry Halter (99-06)  
Dr. Glenn Arzadon (04-07)  
Madeline Waters (99-08)  
Mimi Peuser (03-08)  
Dr. Gergana Dimitrova (07-08)  
Carolyn Cordial (08-13)  
June Walker (02-13)  
Bruce Broman (00-14)  
Lori Carson (13-14)  
Pattie Tingle (15-16)  
The Rev. Guy H. Butler (99-17)  
Debbie Ritter (07-17)  
Dean Perdue (08-17)  
Dr. Dia Arpon \*(10-18)

\* = Appointed to fill an unexpired term

## AGRICULTURAL PRESERVATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

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

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

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Glen Holland (O-O)	Nordstrom	D-1, Pocomoke	13-17, 17-21
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22
Billy Thompson (O-O)	Purnell	D-2, Berlin	19 -23
Curt Lambertson	Elder	D-4, Snow Hill	15-19, 19-23
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20, 20-24
Kathy Drew	Bunting	D-6, Bishopville	** 06-09-13-17-21,21-25

Term Ending

## Prior Members:

Norman Ellis	Ed Anderson (98-03)
Richard Bradford	Robert Gray (00-05)
Charles Fulton	Orlando Bishop (01-06)
Elmer Hastings	Roger Richardson (96-07)
David Stevens	Anne Hastings (06-11)
Curtis Shockley	Earl Ludey (07-13)
Gerald Redden	George Lee Clayville (00-14)
William Sirman, Jr.	Sandra Frazier (03-14)
Harold Purnell	Donnie Powell (06-15)
Chauncy Henry (96-97)	Bill Bruning(O-O) (11-19)
Lieselotte Pennewell (93-98)	
Carlton Magee (90-00)	
Harry Mitchell (90-00)	
Frank Baker (98-01)	

\* = Appointed to fill an unexpired term

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

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

Updated: November 16, 2021

Printed: January 12, 2022

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)  
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

**Current Members:**

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<b><u>At-Large Members</u></b>		
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14-18, 18-22
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

*Deceased*

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

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

Donna Bounds

Warden, Worcester County Jail

Ex-Officio, Indefinite

## Advisory Members

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

## Prior Members:

Since 2004

Vince Gisriel	Mike Shamburek - Hudson Health
Michael McDermott	Shirleen Church - BOE
Marion Butler, Jr.	Tracy Tilghman (14-15)
Judge Richard Bloxom	Marty Pusey (04-15)
Paula Erdie	Debbie Goeller
Tom Cetola	Peter Buesgens
Gary James (04-08)	Aaron Dale
Vickie Wrenn	Garry Mumford
Deborah Winder	Sharon Smith
Garry Mumford	Jennifer Standish
Judge Theodore Eschenburg	Karen Johnson (14-17)
Andrea Hamilton	Rev. Bill Sterling (13-17)
Fannie Birckhead	Kat Gunby (16-18)
Sharon DeMar Reilly	William McDermott
Lisa Gebhardt	Sheriff Reggie Mason
Jenna Miller	Colleen Wareing ( *06-19)
Dick Stegmaier	Rev. Matthew D'Amario(*18-21)
Paul Ford	Donna Nordstron *(19-21)
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	

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

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

**Appointed by:** County Commissioners

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

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

**Compensation:** \$100 per meeting as expense allowance

**Meetings:** At least quarterly, more frequently as necessary

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

**Staff Contact:** Economic Development Department - Melanie Pursel (410-632-3110)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Robert Clarke	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20, 20-24
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25

**Prior Members: Since 1972**

George Gering  
Margaret Quillin  
Robert W. Todd  
Charles Fulton  
E. Thomas Northam  
Charles Bailey  
Terry Blades  
Roy Davenport  
M. Bruce Matthews  
Barbara Tull  
Tawney Krauss  
Dr. Francis Ruffo  
William Smith  
Saunders Marshall  
Elsie Marshall  
Halcolm Bailey  
Norman Cathell

Mary Humphreys  
Theodore Brueckman  
Shirley Pilchard  
W. Leonard Brown  
Charles Nichols (92-97)  
Jeff Robbins (97-98)  
Colleen Smith (94-98)  
Tommy Fitzpatrick (97-99)  
John Rogers (92-98)  
Jennifer Lynch (98-99)  
Don Hastings (92-99)  
Jerry Redden (92-00)  
Keith Mason (98-00)  
Bob Pusey (99-00)  
Harold Scrimgeour (00-02)  
Scott Savage (98-03)  
Gabriel Purnell (91-03)

Michael Avara (99-03)  
Annette Cropper (00-04)  
Billie Laws (91-08)  
Anne Taylor (95-08)  
Mary Mackin (04-08)  
Thomas W. Davis, Sr. (99-09)  
Mickey Ashby (00-12)  
Priscilla Pennington-Zytkowicz (09-14)  
Barbara Purnell (08-15)  
Timothy Collins (03-15)  
Joshua Nordstrom (12-16)  
William Sparrow (16-18)  
Greg Shockley (14-18)  
Tom Terry (15-19)  
John Glorioso (08-19)  
Ralph Shockley (\*08-21)

**BOARD OF ELECTRICAL EXAMINERS****ITEM 17**

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory  
Regulate licensing of electricians in Worcester County.

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

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

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

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

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>	
Duane Duncan (ME-5)	D-3, Church	Berlin	*05-12-15-18, 18-21	Term Ended
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19, 19-22	
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19, 19-22	
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22	
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23	Resigned
Kenneth Lambertson (ME-5)	D-1, Nordstrom	Pocomoke	96-11-14-17-20, 20-23	
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24	

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

**Prior Members: (Since 1972)**

Harrison Lambertson  
William Molnar  
Thomas Ashby  
Billy Burton Cropper  
Alonza Anderson  
Gus Foltz  
Robert Conner  
Gus Payne  
Robert Farley  
Mike Costanza  
Herbert Brittingham  
Otho Mariner  
Mark Odachowski

Howard Pusey  
Elwood Bunting  
W. Prentiss Howard  
Frank Bradshaw (90-96)  
H. Coston Gladding (90-96)  
Willard W. Ward (92-97)  
Walter Ward (92-98)  
Dale Venable (94-00)  
Gary Frick (96-03)  
Thomas Duncan (02-05)  
Mike Henderson (00-06)  
Brent Pokrywka (02-07)  
Joel Watsky (03-08)

Bob Arnold (97-10)  
Jamie Englishmen (06-12)

\* = Appointed to fill an unexpired term



## ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24

Term  
Ended

Prior Members: (Since 1972)

J.D. Quillin, III  
 Charles Nelson  
 Garbriel Purnell  
 Barbara Derrickson  
 Henry P. Walters  
 William Long  
 L. Richard Phillips (93-98)  
 Marigold Henry (94-98)  
 Louis Granados (94-99)  
 Kathy Philips (90-00)  
 Mary Yenney (98-05)  
 Bill Ochse (99-07)  
 Randall Mariner (00-08)

Wallace D. Stein (02-08)  
 William Kuhn (90-09)  
 Walter Kissel (05-09)  
 Marion Chambers (07-11)  
 Jay Knerr (11-14)  
 Robert I. Givens, Jr. (98-14)  
 Diana Purnell (09-14)  
 Kevin Douglas (08-16)  
 Lee W. Baker (08-16)  
 Richard Passwater (09-17)  
 Jeff Knepper (16-21)

\* = Appointed to fill an unexpired term

# WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

ITEM 17

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

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

Appointed by: County Commissioners

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

Compensation: \$100 Per Meeting for Private Sector Members

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

Meetings: Monthly

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

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Mark Frostrom	At-Large - Nordstrom	Pocomoke City	*99-12-15-18, 18-21
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Spencer "Lee" Tracey	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite
Theophilus Hobbs IV	At-Large - D. Purnell	Snow Hill	19-22
Dr. Mark Bowen	At-Large - J. Purnell	Snow Hill	20-23
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20, 20-23

Term Ended

## Prior Members (since 1994):

Tim King (97)	Sharon DeMar Reilly	Deborah Goeller
Sandra Oliver (94-97)	Kathy Simon	Andrea Watkins (13-17)
Velmar Collins (94-97)	Vickie Stoner Wrenn	Sheila Warner (Indefinite)
Catherine Barbierri (95-97)	Robin Travers	Ira Shockley (03-19)
Ruth Geddie (95-98)	Jordan Taylor (09)	Eloise Henry-Gordy *(07-20)
Rev. Arthur George (94-99)	Aaron Marshall (09)	
Kathey Danna (94-99)	Allen Bunting (09)	
Sharon Teagle (97-99)	LaTrele Crawford (09)	
Jeanne Lynch (98-00)	Sheriff Charles T. Martin	
Jamie Albright (99-01)	Joel Todd, State's Attorney	
Patricia Selig (97-01)	Ed Montgomery (05-10)	
Rev. Lehman Tomlin (99-02)	Edward S. Lee (07-10)	
Sharon Doss	Toni Keiser (07-10)	
Rick Lambertson	Judy Baumgartner (07-10)	
Cyndy B. Howell	Claudia Nagle (09-10)	
Sandra Lanier (94-04)	Megan O'Donnell (10)	
Dr. James Roberts (98-04)	Kiana Smith (10)	
Dawn Townsend (01-04)	Christopher Bunting (10)	
Pat Boykin (01-05)	Simi Chawla (10)	
Jeannette Tresler (02-05)	Jerry Redden	
Lou Taylor (02-05)	Jennifer Standish	
Paula Erdie	Anne C. Turner	
Rev. Pearl Johnson (05-07)	Marty Pusey	
Peter Fox (05-07)	Virgil L. Shockley	
Lou Etta McClafflin (04-07)	Dr. Jon Andes (96-12)	
Bruce Spangler (04-07)	Dr. Ethel M. Hines (07-13)	

Updated: December 1, 2020  
Printed: November 17, 2020

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

**ITEM 17**

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
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
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

*Terms  
Ended*

**Prior Members:**

Since 2009

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

Todd Ferrante ° (09-16)  
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

## RECREATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17, 17-21
Chris Klebe	D-6, Bunting	Bishopville	*11-13-17, 17-21
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrig	D-7, Mitrecic	Ocean City	14-18, 18-22
Joseph Stigler	D-4, Elder	Snow Hill	*21-23
Mike Hooks	D-1, Nordstrom	Pocomoke	12-16-20, 20-24
Missy Denault	D-5, Bertino	Berlin	*15-16-20, 20-24

*TERMS Ended*

Prior Members: Since 1972

Howard Taylor	Shirley Truitt	Donald Shockley	Janet Rosensteel (09-10)
Arthur Shockley	Cyrus Teter	Fulton Holland (93-95)	Tim Cadotte (02-12)
Rev. Ray Holsey	Warren Mitchell	Gregory Purnell (83-96)	Craig Glover (08-12)
William Tingle	Edith Barnes	Vernon Redden, Jr. (83-98)	Joe Mitrecic (10-14)
Mace Foxwell	Glen Phillips	Richard Ramsay (93-98)	Sonya Bounds (12-15)
Nelson Townsend	Gerald Long	Mike Daisy (98-99)	Burton Anderson (05-15)
J.D. Townsend	Lou Ann Garton	Cam Bunting (95-00)	William Regan (02-16)
Robert Miller	Milton Warren	Charlie Jones (98-03)	Shawn Johnson (15-19)
Jon Stripling	Ann Hale	Rick Morris (03-05)	Devin Bataille (19-20)
Hinson Finney	Claude Hall, Jr.	Gregory Purnell (97-06)	
John D. Smack, Sr.	Vernon Davis	George "Eddie" Young (99-08)	
Richard Street	Rick Morris	Barbara Kissel (00-09)	
Ben Nelson	Joe Lieb	Alfred Harrison (92-10)	

\* = Appointed to fill an unexpired term

Updated: January 11, 2022  
Printed: January 12, 2022

**SOCIAL SERVICES ADVISORY BOARD****ITEM 17**

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
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
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 <i>resigned</i>
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23
Karen Hammer	D-4, Elder	Snow Hill	21-24
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24

\* = Appointed to fill an unexpired term

**SOCIAL SERVICES BOARD**  
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thomes	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	Faith Coleman (15-21)
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



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: \$100 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)<sup>2</sup></u>
Michael Day	D-4, Elder	Snow Hill	*19
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
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25

#### Prior Members: Since 1972

Isaac Patterson <sup>1</sup>	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins <sup>1</sup>	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher <sup>1</sup>	Bill Simmons (99-04)	Isabel Morris (11-19)
Leroy A. Brittingham <sup>1</sup>	Bob Hulburd (99-05)	
George "Buzz" Gering <sup>1</sup>	Frederick Wise (99-05)	
Nancy Pridgeon <sup>1</sup>	Wayne Benson (05-06)	
Marty Batchelor <sup>1</sup>	Jonathan Cook (06-07)	
John Verrill <sup>1</sup>	John Glorioso (04-08)	
Thomas Hood <sup>1</sup>	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 17**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms  
Terms Expire December 31

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents 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>	
Gregory R. Sauter, P.E.	Ocean Pines	17-21	Terms Ended
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	resigned
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24	

**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

**WATER AND SEWER ADVISORY COUNCIL  
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
John Ross - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell <sup>C</sup>	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

*Term Ended*  
*Deceased*

*Deceased*

**Prior Members: (Since 2005)**

John Pinnero <sup>C</sup> (05-06)	Carol Ann Beres (14-18)
Brandon Phillips <sup>C</sup> (05-06)	Bob Hunt (*06-19)
William Bradshaw <sup>C</sup> (05-08)	
Buddy Jones (06-08)	
Lee Trice <sup>C</sup> (05-10)	
W. Charles Friesen <sup>C</sup> (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

**ITEM 17**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area;  
review amendments to Water and Sewer Plan; make recommendations on  
policies and procedures; review and recommend charges and fees; review  
annual budget for the service area.

Number/Term: 5/4-year terms  
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
John Ross - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24

*Terms  
Ended*

**Prior Members: (Since 1993)**

Eleanor Kelly <sup>c</sup> (93-96)	Andrew Delcorro (*14-19)
John Mick <sup>c</sup> (93-95)	
Frank Gunion <sup>c</sup> (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham <sup>c</sup> (93-13)	
Ralph Giove <sup>c</sup> (93-14)	
Chris Smack (04-14)	

\* = Appointed to fill an unexpired term  
c = Charter member

## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3<sup>rd</sup> Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District  
 4 At-large members, nominations from women's organizations & citizens  
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety  
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, 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>
Elizabeth Rodier	D-3, Church	Bishopville	18-21
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
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Resigned

## Prior Members: Since 1995

Ellen Pilchard<sup>c</sup> (95-97)  
 Helen Henson<sup>c</sup> (95-97)  
 Barbara Beaubien<sup>c</sup> (95-97)  
 Sandy Wilkinson<sup>c</sup> (95-97)  
 Helen Fisher<sup>c</sup> (95-98)  
 Bernard Bond<sup>c</sup> (95-98)  
 Jo Campbell<sup>c</sup> (95-98)  
 Karen Holck<sup>c</sup> (95-98)  
 Judy Boggs<sup>c</sup> (95-98)  
 Mary Elizabeth Fears<sup>c</sup> (95-98)  
 Pamela McCabe<sup>c</sup> (95-98)  
 Teresa Hammerbacher<sup>c</sup> (95-98)  
 Bonnie Platter (98-00)  
 Marie Velong<sup>c</sup> (95-99)  
 Carole P. Voss (98-00)  
 Martha Bennett (97-00)

Patricia Ilczuk-Lavanceau (98-99)  
 Lil Wilkinson (00-01)  
 Diana Purnell<sup>c</sup> (95-01)  
 Colleen McGuire (99-01)  
 Wendy Boggs McGill (00-02)  
 Lynne Boyd (98-01)  
 Barbara Trader<sup>c</sup> (95-02)  
 Heather Cook (01-02)  
 Vyoletus Ayres (98-03)  
 Terri Taylor (01-03)  
 Christine Selzer (03)  
 Linda C. Busick (00-03)  
 Gloria Bassich (98-03)  
 Carolyn Porter (01-04)  
 Martha Pusey (97-03)  
 Teole Brittingham (97-04)

Catherine W. Stevens (02-04)  
 Hattie Beckwith (00-04)  
 Mary Ann Bennett (98-04)  
 Rita Vaeth (03-04)  
 Sharyn O'Hare (97-04)  
 Patricia Layman (04-05)  
 Mary M. Walker (03-05)  
 Norma Polk Miles (03-05)  
 Roseann Bridgman (03-06)  
 Sharon Landis (03-06)

\* = Appointed to fill an unexpired term

<sup>c</sup> = 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



## **Board Interest**

**Karen M. Hammer**

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**From:** Janice Chiampa <jchiampa@verizon.net>  
**Sent:** Sunday, January 9, 2022 4:39 PM  
**To:** Karen M. Hammer  
**Subject:** \*EXTERNAL\*:Resume for consideration  
**Attachments:** Janice Luster Chiampa resume.docx

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

Dear Ms. Hammer,

Here is my resume for consideration for the position on the Social Service Advisory Board. I am a licensed social worker with more than 30 years working in the field of geriatrics. I began my career working with inner city families and then later working with residents of long term care facilities. I have also worked as an instructor on memory support and have written training manuals for nursing assistants, recreation and support staff in long term care centers. I am also a trained support group facilitator. Prior to my retirement in October of 2018 I was the Director of Memory Support Clinical Practice and Education for the National Team of Genesis Healthcare, one of the largest providers of post- acute care in the world. Currently, I volunteer in community committees within The Parke.

My husband Mike and I moved to the Eastern Shore in 2017 from Massachusetts with our three dogs and live in The Parke in Ocean Pines.

I look forward to serving Worcester County.

Sincerely,

Jan

*Janice Chiampa  
jchiampa@verizon.net*

**Janice Luster Chiampa**  
**6 Federal Hill**  
**Ocean Pines, MD 21822**  
**410-600-4236 H**  
**508-446-6204 C**  
[jchiampa@verizon.net](mailto:jchiampa@verizon.net)

**Professional Summary**

- Lifelong Advocate those in need of social services
- Volunteer to numerous non-profit organizations that provide needed services to the underserved

**Skills**

- Worked collaboratively the administrative and clinical staff in a variety of settings including medical and community settings
- Provided social work services to high risk inner city and rural families
- Trained support group leader

**Employment History**

*Director of Memory Support Clinical Practice and Education, National Team*  
*Genesis Healthcare, Kennett Square, PA*

- Provide clinical expertise and oversight to long term care and assisted living facilities throughout the US
- Develop and deliver education and information in accordance with local, state and federal guidelines  
Work closely with direct care givers and clinical staff to develop interventions and strategies pertaining to management of challenging behaviors
- Coordinate national goals and objectives for clinical excellence in the field of geriatrics
- Act as spokesperson for company initiatives involving memory care
- Enhance life quality of persons with dementia through staff education
- Support families and caregivers through support and social work connections

*Corporate Director, Memory Support*  
*Benchmark Senior Living, Wellesley, MA*

- Oversight of memory care programs for assisted living facilities  
Develop and deliver education in accordance with local, state and federal guidelines
- Provide social work services in a supportive environment to residents, staff and families
- Participate in marketing efforts through public presentations, medical interviews and professional recognition

Licensed Social Worker

John F. Kennedy Center, Charlestown, MA

Various Long Term Care Facilities

- Provide social work services to families, staff and residents in long term care facilities including discharge planning and community follow up
- Monitor and enhance lives of families requiring necessary social service interventions
- Maintain social work standards in accordance with local, state and federal guidelines

Education

BA/Psychology

University of Massachusetts

Coursework in Community and Medical Social Work

Boston University School of Social Work

Lesley College

January 10, 2022

Worcester County Government,

As the President of the Ocean Pines Chamber of Commerce, I am very interested in the economic growth and social health of Worcester County. I wish to serve our community in a larger capacity and would like to submit my resume in consideration for placement on a committee or board.

I live in Snow Hill, so I am comfortable with being on a committee in the southern or Ocean Pines district. Aside from Ocean Pines and Snow Hill district specific committees, I am interested in the Ocean Downs Development Committee and the Commission on Women. Aside from women as economic drivers, I understand the commission focuses on women's health and unique needs within the community. As a civic minded, single mother, I am a strong advocate for all voices being heard.

I have made it a point to expand the Chambers reach beyond Ocean Pines and been active in county wide issues and events. I feel I bring innovative thinking and a "never give up" spirit to whatever I do. With much of the county's impending growth slated for Rt 589, being the President of the closest Chamber affords me knowledge of the land, businesses and people that will benefit and be affected.

My positive nature, dedication and strong advocacy drive would allow me to excel in any committee. I'd truly appreciate the opportunity to learn more and become more involved in the planning side of our county and its successes.

Respectfully,

Kerrie Bunting

**Kerrie Anne Bunting**  
**kerriebunting@gmail.com**  
**410-251-2237**

**CAREER GOALS:** With almost twenty years of event and program administration as well as fundraising and marketing work experience, I strive to further the goals of organizations who aim to better the larger community. Whether in my professional or personal life, I am committed to creating and enhancing community-based programming with professionalism, dignity, and passion.

**SPECIALIZING IN:**

- Exceptional organizational skills
- Professional verbal and written communication
- Fundraising
- Event creation and implementation
- Publication editing
- Volunteer coordination
- Social media marketing
- On-air media and community representation
- Budget administration

**COMPUTER SKILLS:** Proficient in Constant Contact, Word, Excel, Front Page, Facebook, Twitter, Publisher, LinkedIn, Outlook, Chamber Master, Chamber Master.

**RELATED WORK EXPERIENCE:**

**Sept 2018 – Present**

President of the Ocean Pines Chamber of Commerce

Advocate for Chamber Partners and community. Fundraise and increase Chamber exposure and community trust. Supervise one employee and maintain office building. Produce publications and communications regularly.

**May 2017 to June 2018**

Event Coordinator Women Supporting Women

Create new and conduct established annual events for local nonprofit, securing funding from community partners for each. Coordinate volunteers, vendors, media. Maintain budget and increase donations and sponsorships.

**January 2016 to May 2017**      Marketing Manager Quality Staffing Services

Represent company at local job fairs as well as create and conduct our own. Maintain all online position postings and social media marketing. Recruit, interview and place professional level applicants.

**June 2015 to November 2015**      Activities Director Castaways RV Resort & Campground

Create, advertise, supply and schedule daily activities for campground guests. Hire and supervise up to 8 staff members. Act as Manager on Duty for entire resort several times a week. Maintain department budget. Liaison for all special events such as weddings, reunions and annual bluegrass concert featuring national acts.

**October 2014 to May 2015**      Substitute teacher Wicomico County Board of Education

**July 2014 to May 2015**      Sales associate Macy's

**December 2011 to October 2014** STEM Grant Program Coordinator University of Maryland Eastern Shore

Maintain \$5 million budget for NSF grant aimed at providing research and tuition assistance for students. Create and conduct workshops, monthly staff and faculty meetings and research conferences.

**September 2006 to December 2011** Annual Fund Coordinator Salisbury University Alumni Relations & Annual Giving

Solicit alumni via bi-annual phonathons, online and direct mail for annual gifts. Hire and supervise up to 30 students during phonathons. Assist Advancement Department in all institutional special events such as reunions, homecoming, ribbon cuttings, dignitary visits, etc.

**September 1993 to October 1999** Clinical Research Technician The Johns Hopkins University

Database maintenance, clinical trial data acquisition. Department phlebotomist and serum bank administrator.

## EDUCATION:

B.S., Salisbury University, biology major and chemistry minor M.S., The Johns Hopkins University

## HONORS:

Salisbury University Staff Appreciation Award, November 2007.

Was bestowed the Maryland Adjutant Generals Coin in October 2009 for my work with SU's ROTC and deployed alums.



**Karen M. Hammer**

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**From:** LISA BOWEN <accella@comcast.net>  
**Sent:** Wednesday, December 29, 2021 11:50 AM  
**To:** Karen M. Hammer  
**Subject:** \*EXTERNAL\*:Resume for Commissioner Diana Purnell  
**Attachments:** Lisa B Bowen Resume 02.2021.docx

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

Good Morning Karen,

Attached you will find my resume for Commissioner Diana Purnell for review and consideration for the open appointment on the Planning Board.

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

Warm Regards,

Lisa Bowen  
443.880.3986

## LISA B. BOWEN, M.B.A, CPM®

11892 Man O' War Lane, Berlin, MD 21811  
 443-880-3986 \* [accella@comcast.net](mailto:accella@comcast.net)

LB

**Management Executive****PROFESSIONAL SUMMARY**

Conscientious management professional with 24 years of experience in workforce and conventional housing. Extensive experience in repositioning and restructuring underperforming assets. A quantifiable track record orchestrating increased revenue, increased customer satisfaction, employee growth and development with responsibility for approximately 70 team members.

**SKILLS, AREA OF EXPERTISE, CORE COMPETENCIES**

- Revenue and Market Share Increases
- Positive Return to Investors
- Vendor and Contract Negotiation
- Program Compliance (affordable)
- Cost Control
- Collaborative Leader
- Cash Flow Management
- Lease Administration
- Continuous Process Improvement
- Team Management
- Policy and Procedure Development
- Budget and Reforecast Development

**PROFESSIONAL EXPERIENCE****Habitat America, LLC**

Sr. Regional Manager

**2022 - Present**

Maintain the integrity of the owner's physical asset by revenue optimization and control of expenses, while adhering to all policies and procedures set forth by the company. Administer policy for Low Income Housing Tax Credit Program, Section-8, Mixed-used, plus Market rate. Responsible for supervising staff at assigned portfolio while following company policy and procedures. Includes interviewing, hiring, and training competent employees, mentoring, and coaching team of employees, planning, assigning work in portfolio, reviewing performance; addressing and working towards solving problems that arrive. Regional Managers are required to community with owners, developers, contractors, syndicators, and regulatory entities.

**State of Maryland**

Sr. Portfolio Manager

**2021**

Monitor, evaluate, and analyze performance of multi-family properties to assure regulatory compliance with Department of Housing and Community Development loan documents. The Portfolio Managers review the financial, administrative, and physical condition of the assets, advising supervisors of problems and assisting owners and property managers to implement solutions. This position worked on a complex portfolio of loans.

**Enterprise Residential, LLC**

Regional Manager

**2019 – 2020**

Provided support and guidance to team to stabilize workforce housing and affordable communities. Focused on administering housing programs, while improving financial performance of underperforming assets. Partnered with asset manager, lenders, and external partners to develop strategic plans for properties and implemented policies to improve performance. Additional responsibilities included development of budgets and reforecasting as necessary with management team members. Interviewed, hired, and trained site personnel on company policy and procedures through weekly, monthly, and quarterly trainings. Completed monthly review of financial performance of properties with accounting team and when necessary, revised strategic plan to address issues.

Provided leadership and oversight for mixed-used, workforce and affordable communities in Maryland, Central Pennsylvania, and New Jersey for a total of 5,800 units at 64 communities. Worked closely with ownership, development, and construction to identify, purchase, renovate and construct apartment communities within targeted markets. Served as point-of-contact for various Housing Finance agencies, Public Housing and HUD for communities. Oversaw team of district, area, marketing, and community managers to administer housing programs. Implemented successful lease-ups and stabilization of communities to exceed investors and owner expectations. Responsibilities included development of business and capital plans, management of cash flow, compliance implementation and monitoring, due diligence for new acquisitions, developed five-capital plans and contract management. Developed training materials for staff and conducted monthly, quarterly, and annual training for staff to implement new policies and reinforce industry best practices. Served as executive CPM for Accredited Management Organization designation with Institute of Real Estate Management. Participated as a member of Leadership "L20" Committee and Property Management Leadership Team. Other duties as assigned by Executive Vice President and Ownership as needed.

**Habitat America, LLC**

District Manager, Annapolis, Maryland

**2002 – 2010**

Worked with property management team and provided oversight for 11 conventional and workforce housing. Government assisted programs include Low Income Housing Tax Credit, project-based Section 8 and HOME funds with guidance from various state and financing entities. Consistently deliver quality housing for multi-family and elderly residents. Obtain superior, above average and satisfactory scores with compliance agencies and REAC inspections. Assist president and vice president in achievement of other directives as needed or assigned.

**EDUCATION**

**Master of Business Administration**

Wilmington University, New Castle, Delaware

**May 2009**

**Bachelor of Business Administration**

**with concentration in Real Estate Management**

Peirce College, Philadelphia, Pennsylvania

**May 2007**

**PROFESSIONAL DESIGNATIONS**

Certified Property Manager (CPM) - IREM

Executive CPM for AMO Designation - IREM

Tax Credit Specialist (TCS) - NCHM

Assisted Housing Manager (AHM) -Quadel

**COMMUNITY INVOLVEMENT**

Vice President of Board of Director's for Spirit Foundation

Former member of Board of Director's for Shore UP, Inc., community action agency

Former member of Board of Director's New Beginnings Youth & Family Services, serving at-risk youth

Worcester County Government  
One West Market Street | Room 1103 | Snow Hill MD 21863-1195  
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

December 16, 2021

TO: *The Daily Times Group and The Ocean City Today Group*  
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
SUBJECT: Worcester County Introduction of Bill 21-9 and Public Hearing: Revision of Hotel Rental Tax Bill

.....  
Please print the attached Introduction of Bill 21-9 and Public Hearing Notice as a display ad at the legal advertising rates per our agreement in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on December 30, 2021 and January 6, 2022. Thank you.

**NOTICE OF INTRODUCTION OF BILL 21-9  
TAXATION AND REVENUE: HOTEL RENTAL TAX REVISION  
WORCESTER COUNTY COMMISSIONERS**

Take Notice that Bill 21-9 (Taxation and Revenue) revision was introduced by Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom and Purnell on December 7, 2021.

A fair summary of the bill update is as follows:

- Adding a definition for "Hosting Platform" to § TR 1-601
- Inserting the term "Hosting Platform" as appropriate in § TR 1-601

**PUBLIC HEARING**

**on**

**Tuesday, January 18, 2022**

**at 10:30 A.M.**

**in the**

County Commissioners Meeting Room

Room 1101 - Government Center

One West Market Street

Snow Hill, Maryland 21863

At said public hearing, the Commissioners will consider the strike and replace version of Bill 21-9.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS

To: Commissioners

From: Roscoe Leslie

Date: December 1, 2021

RE: Code Amendments

The Mayor and City Council of the Town of Ocean City have requested minor amendments to the County's rental registration ordinance to increase room tax collection from third-party hosting platforms such as AirBNB or VRBO.

I have coordinated with our Department of Development, Review, & Permitting and the Town's attorneys to draft the changes. The minor changes to the County code will dovetail with more comprehensive changes in the Town's code with the goal of increasing tax revenues that are currently uncollected.

Attached is a letter from the Town and the changes to our ordinance.





# TOWN OF OCEAN CITY

*The White Marlin Capital of the World*

November 30, 2021

Mr. Joseph Mitrecic, President  
Worcester County Commissioners  
Government Center  
One West Market Street – Room 1103  
Snow Hill, MD 21863-1195

Dear Commissioner President Joe Mitrecic:

The Mayor and City Council would like to request that the Worcester County Commissioners consider amending the County code to impose a requirement on third party hosting platforms to collect and remit hotel rental tax.

Hosting platforms such as Airbnb, VRBO, and many others have become very popular and a more common way for entities to list their property for rent to our visitors in Ocean City and Worcester County. Currently, the owners of said properties are responsible for the collection and remittance of the hotel rental tax. Unfortunately, hosting platforms are not responsible for this. We believe there are number of properties listed on the hosting platforms that do not have a rental license, thus the owner is failing to collect and remit hotel rental tax to the County. Our local hotels, motels, property management companies and many of our private property owners are complying with the collection and remittance of hotel rental tax. There should be a level playing field. We need to hold hosting platforms responsible for collecting and remitting the proper amount of hotel rental tax.

Other jurisdictions such as Baltimore City, Baltimore County, Montgomery County, P.G. County, and Anne Arundel County have imposed similar requirements on hosting platforms. I think it is time we follow suit.

The Town has a draft ordinance prepared to strengthen the Town's rental housing ordinance. Said draft includes, but is not limited to, the following changes:

- Requires that all rental advertisements include the rental license control number;
- Updates definitions to include all housing types in the requirement to have a rental license;
- Imposes recorded keeping requirements on the property owner and hosting platform;
- Requires the property owner of the rental housing unit or their agent to be registered with the Maryland State Comptroller for the reporting, collecting and payment of the State's sales and use tax;
- Requires the property owner of the rental housing unit to certify that all federal, state, county and municipal taxes relating to the rental of property are paid current prior to the issuance of the applicable license or renewal;
- Requires the hosting platform and property manager to verify that the property they are listing has a rental license prior to advertising said property;
- Requires the hosting platform or property manager to cease renting and advertising a rental housing unit that the housing inspector informs them cannot lawfully be rented; and

**MAYOR**  
RICHARD W. MEEHAN

**CITY COUNCIL**

MATTHEW M. JAMES  
*President*

ANTHONY J. DELUCA  
*Secretary*

PETER S. BUAS  
JOHN F. GEHRIG, JR.  
J. FRANKLIN KNIGHT  
LLOYD MARTIN  
MARK L. PADDACK

**CITY MANAGER**  
DOUGLAS R. MILLER

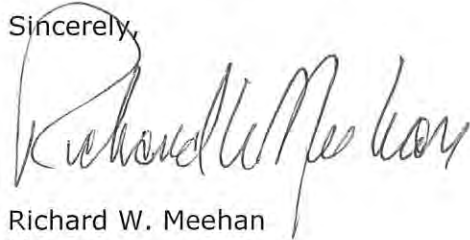
**CITY CLERK**  
DIANA L. CHAVIS, CMC

- Prohibits the hosting platform or property manager from conducting business to include, but not limited to, collecting or receiving a fee in exchange for facilitating reservations, advertisements, or listings of a rental, for serving as a communication conduit between property owners and renters, or for otherwise facilitating booking transactions for rentals if the rental housing unit cannot lawfully be used for a residential rental.

The Office of the City Solicitor is willing to work with the County Administration and the County Attorney on any proposed amendment to the County Code.

My hope is that the County will join the Town's effort to address rental housing and tax collection. We thank you in advance for your consideration to our request, and as always, I am available to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard W. Meehan". The signature is fluid and cursive, with the first name "Richard" being more prominent.

Richard W. Meehan  
Mayor

cc: Weston Young, Chief Administrator Officer



**STRIKE AND REPLACE VERSION**

A BILL ENTITLED

AN ACT Concerning

Taxation and Revenue - Hotel Rental Tax

For the purpose of amending the Taxation and Revenue Article to include provisions for hosting platforms.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Title I, Subtitle VI of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed in its entirety and replaced to read as follows:

**SUBTITLE VI  
Hotel Rental Tax**

**§ TR 1-601. General provisions.**

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel or motel, at any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, or any other building or structure or portion thereof used as a place of lodging. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of five percent (5.0%). Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.
- (b) Definitions. In this section, the following words and phrases shall have the meaning indicated, unless the context clearly indicates a different meaning:

**HOSTING PLATFORM – A PERSON OR ENTITY THAT, IN EXCHANGE FOR  
COMPENSATION OF ANY KIND:**

- (1) FACILITATES ADVERTISEMENTS OR RESERVATIONS OF A ROOM OR  
BUILDING RENTAL;**
- (2) SERVES AS A CONDUIT OF COMMUNICATION BETWEEN PROPERTY  
OWNERS AND PROPERTY MANAGERS AND RENTERS; OR**

- (3) **OTHERWISE FACILITATES ANY TRANSACTIONS FOR THE RENTAL OF ANY HOUSE, TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, MANUFACTURED HOME, ROOMING HOUSE, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL OR ANY OTHER TOURIST HOME, HOTEL OR MOTEL ROOM, OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF AS A PLACE OF SLEEPING ACCOMMODATIONS OR SPACE PROVIDED TO A TRANSIENT.**

**HOTEL, MOTEL, APARTMENT, COTTAGE OR SIMILAR PLACE** - Any hotel or motel, any public or private house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, recreational vehicle, recreational park model, or other tourist home or house, or any other building or structure or portion thereof, or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, where the owner or operator thereof provides or offers to provide such sleeping accommodations or space to any transient in return for compensation of any kind.

**PERSON** - Any individual, corporation, company, association, firm, partnership or any group of individuals acting as a unit and includes any trustee, receiver, assignee or personal representative thereof.

**RESORT AREA** - Any portion or portions of the County, as specified by the Board of County Commissioners from time to time, which, by reason of natural, scenic or man-made attractions or development, has or have an unusual influx of visitors, sojourners and temporary residents and which, by reason of the influx, requires municipal services in unusual number or magnitude. The term specifically includes but is not necessarily limited to the Tenth Election District of the County, as it existed on January 1, 1971.

**ROOM OR BUILDING RENTAL** - The total charge for any monetary compensation or the fair market value of any non-monetary compensation received by the owner, operator, **HOSTING PLATFORM**, or resident agent of any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as a place of sleeping accommodations or space provided to a transient. If the charge includes any amount for services or accommodations in addition to that of the use of sleeping space, the portion of the total charge which represents only "room or building rental" shall be distinctly set out and billed to the transient as a separate item.

**TRANSIENT** - Any person who, for any period of less than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the expense of another, in any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations.

- (c) Collection. Every person **OR HOSTING PLATFORM** receiving any payment for room or building rental on which a tax is levied under this section shall collect the amount of tax

imposed from the transient or person on whom it is levied or from the person paying for the room or building rental at the time payment is made. The taxes required to be collected hereunder shall be deemed held in trust by the person **OR HOSTING PLATFORM** required to collect them until remitted as hereinafter required.

- (d) Reports and remittances. The person **OR HOSTING PLATFORM** collecting the tax **AS REQUIRED IN SUBSECTION (C) HEREIN** shall complete a report, upon forms and setting forth information the County Commissioners prescribe and require, showing the amount of room or building rental charges that have been collected. ~~and the THE PERSON OR HOSTING PLATFORM COLLECTING the tax required to be collected and he~~ shall sign and deliver the report to the Board of County Commissioners with a remittance of the tax required hereunder. The reports and remittances shall be made on or before the 21<sup>st</sup> day of each month, covering the sales and the amount of tax collected during the preceding calendar month. If the reports and remittances are mailed to the Board of County Commissioners, a postmark on the 18<sup>th</sup> day of the month is deemed to be evidence of timely payment.
- (e) Failure to report and remit. If any person **OR HOSTING PLATFORM** fails or refuses to remit to the Board of County Commissioners the tax required to be collected and paid under this section and/or file the required report within the time and in the amount specified in this section, there shall be added to the tax by the Board of County Commissioners interest at the rate of one-half percent per month on the unpaid tax for each month or portion thereof from the date upon which the tax is due, as provided in this section. If the tax remains delinquent and unpaid for a period of one month from the date it is due and payable, there shall be added thereto by the Board of County Commissioners a penalty of ten percent of the unpaid tax. The Board of County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.
  - (1) The County Commissioners may institute injunctive, mandamus or other appropriate proceedings of law to correct violations of this Subtitle. Any court of competent jurisdiction shall have the right to issue temporary or permanent restraining orders, injunctions or mandamus, or other appropriate forms of relief.
  - (2) Delinquent and unpaid taxes shall become a lien upon the real property of the person or entity from whom they are due and shall be collectible in the same manner as real estate taxes assessed against any such property.
- (f) Distribution of proceeds.
  - (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations:
    - A. The Board of County Commissioners shall deduct a reasonable sum or percentage for the cost of imposing and collecting the tax and credit this

deduction to the general funds of the County.

B. That portion of the remainder of the total proceeds which came from payments made for any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations located in whole or in part within the corporate limits of a municipal corporation in a resort area of the County shall be paid over, without qualification or condition, to the Mayor and City Council, by whatever name known, of the municipal corporation.

C. The remaining portion of the total proceeds shall be credited to the general funds of the County.

(2) Distribution of these several payments shall be made periodically by the Board of County Commissioners, not less than fifteen days nor more than thirty days following the last day of each month during the year.

(g) State administrative fee. The Retail Sales Tax Division of the Comptroller's Office shall supply to the Board of County Commissioners information in aid of verification of liability for the tax. The Retail Sales Tax Division may make a reasonable charge for this assistance, which shall be paid by the Board of County Commissioners and treated as a part of the reasonable costs of collecting the tax.

(h) Amendments to laws and procedures. The Board of County Commissioners may promulgate and from time to time change or repeal rules and regulations not inconsistent with this section and deemed necessary to provide for an orderly, systematic and thorough collection and distribution of the tax imposed in this section. As applicable, the laws and the regulations in effect as to the sales and use tax in Maryland shall be adopted and followed by the Board of County Commissioners in promulgating or changing a rule or regulation.

(i) Surety bond of Treasurer. The surety bond of the Treasurer of the County may be increased by the Board of County Commissioners in relation to the moneys collected and distributed under this section. The premium for any increase in the surety bond shall be deemed part of the cost of imposing and collecting the tax imposed in this section.

(j) Processing fee retained by remitter. The person **OR HOSTING PLATFORM** collecting the tax may apply and credit against the amount of tax payable by him an amount equal to one and five-tenths percent of the gross tax to be remitted by him to the Board of County Commissioners to cover his expense in the collection and remittance of the tax. However, nothing in this subsection applies to any person **OR HOSTING PLATFORM** who fails or refuses to file his return with the Board of County Commissioners within the time prescribed within this section.

(k) Bond.

- (1) The Board of County Commissioners, in order to protect the revenues to be obtained under this section, may require any person **OR HOSTING PLATFORM** collecting the tax to file with the Board a surety bond issued by a surety company authorized to do business in this state and approved by the State Insurance Commissioner as to solvency and responsibility, in such amount or amounts from time to time as the Board of County Commissioners may fix, to secure the payment of the tax due or which may become due from the person **OR HOSTING PLATFORM** collecting the tax. If the Board determines that the person **OR HOSTING PLATFORM** is to file such a bond, the Board shall give notice to the person **OR HOSTING PLATFORM** to that effect, specifying the amount of bond required. The person **OR HOSTING PLATFORM** collecting the tax shall file the bond within five days after receiving the notice unless, within that period, the person **OR HOSTING PLATFORM** requests, in writing, a hearing before the Board, at which hearing the necessity, propriety and amount of the bond shall be determined by the Board of County Commissioners. This determination is final and shall be complied with within fifteen days after the person **OR HOSTING PLATFORM** collecting the tax receives notice thereof.
  - (2) In lieu of the bond required by Subsection (k)(1) herein, securities approved by the Board of County Commissioners or cash in such amount as the Board prescribes may be deposited, which shall be kept in the custody of the Board. The Board, at any time, without notice to the depositor of the securities or cash, may apply them to any tax due, and for that purpose the securities may be sold by the Board at public or private sale without notice to the depositor of the securities.
- (1) Applicability. The procedures under Title 20, Subtitle 4 (Hotel Rental Taxes) of the Local Government Article of the Annotated Code of Maryland, as from time to time amended, apply to this section.



Worcester County Government  
One West Market Street | Room 1103 | Snow Hill MD 21863-1195  
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

December 16, 2021

TO: *The Daily Times Group and The Ocean City Today Group*  
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
SUBJECT: Worcester County Public Hearing on Requested Reclassification of Atlantic Coastal Bays Critical Area Designation

.....  
Please print the attached notice as a display ad at the legal advertising rates per our agreement in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on December 30, 2021 and January 6, 2022. Thank you.

**Notice of Public Hearing  
REQUESTED for Reclassification  
Atlantic Coastal Bays Critical Area**

Pursuant to Section NR 3-110(b) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request for the reclassification of 8.34 acres of land from Resource Conservation Area (RCA) to Limited Developed Area (LDA) has been submitted to the Worcester County Commissioners by Hugh Cropper, IV, on behalf of Ayres Creek Family Farm, LLC. The applicant alleges that an error occurred in the original district mapping for the area on Parcel 80, Lot 1, as shown on Worcester County Tax Map 33. The Subject primarily is located along the western side of MD Rt. 611, east of Ayres Creek at 8219 Stephen Decatur Highway.

Pursuant to Section NR 3-110(b)(3)D of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a

**PUBLIC HEARING**  
on  
**Tuesday, January 18, 2022**  
at 10:45 A.M.  
in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

At said public hearing, the Commissioners will consider the alleged mapping error and request for reclassification, any staff reports and recommendations, comments of other agencies, the recommendation of the Planning Commission, and any testimony offered before them.

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, One West Market Street, Room 1306, Snow Hill, Maryland 21863-1070 during regular business hours.

## ITEM 19

The case file for this application may be reviewed on the on the County Website at <http://www.worcester.md.us>. Questions may be directed to Robert Mitchell, Director of Environmental Programs, by calling 410-632-1220, or by email at [bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS





Worcester County Department of Environmental Programs  
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863  
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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**To:** Weston S. Young, P.E., Chief Administrative Officer

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

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

**Subject:** Request for Public Hearing  
Reclassification – Atlantic Coastal Bays Critical Area

**Date:** 11/29/21

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The Department is in receipt of an application for a Critical Area Reclassification submitted by Hugh Cropper on behalf of Ayres Creek Family Farm, LLC. The reclassification request is for 8.34 acres of land from Resource Conservation Area (RCA) to Limited Development Area (LDA). The applicant alleges that an error occurred in the original district mapping for the area on Parcel 80, Lot 1, as shown on Worcester County Tax Map 33. The subject property is located along the western side of MD Rt 611, east of Ayres Creek, at 8219 Stephen Decatur Highway.

As the attached memorandum from Jenelle Gerthoffer, our Natural Resources Administrator details, these requests are reviewed by the Planning Commission and this application was favorably recommended at their meeting on November 4, 2021. Attached are staff's report, the site plan and property report along with the Planning Commission minutes.

Pursuant to our local law, I would therefore recommend and request the County Commissioners schedule the requisite public hearing necessary to correct our local program designation for the subject property. I have forwarded an electronic copy of the hearing advertisement to County Administration for their review.

Please do not hesitate to contact me should you have any questions.

Attachments



**Worcester County**  
Department of Environmental Programs  
Natural Resources Division

**Memorandum**

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**To:** Robert Mitchell, Director

**From:** Jenelle Gerthoffer, Natural Resources Administrator (JG)

**Subject:** Atlantic Coastal Bays Critical Area Amendment/Refinement Request

**Date:** November 29, 2021

---

Natural Resources has received an amendment/refinement request from Mr. Hugh Cropper IV of the Law Offices of Booth, Booth, Cropper & Marriner P.C. to seek a mapping mistake on the lands of Ayres Creek Family Farm, LLC located at Tax Map 33 Parcel 80 Lot 1, also known as 8219 Stephen Decatur Highway. The applicant would like to reclassify approximately 8.34 acres, as shown on the attached site plan, from Resource Conservation Area (RCA) to Limited Development Area (LDA).

As per NR 3-110, proposals for growth allocations, shall be reviewed by the Planning Commission, County Commissioners, and Critical Area Commission, but shall first be referred to the Department for review and subsequent recommendation. It is important to mention that this request is not a growth allocation request; however, if granted, the LDA acreage will be deducted from the County's available growth allocation acreage; therefore, this proposed mapping mistake requires your review. In addition, this proposal cannot qualify for a Growth Allocation because Lot 1 does have adjacency to LDA or Intensely Developed Area (IDA) parcels/lots, as required per NR 3-110(b)(2).

Upon original receipt of this request, staff conducted a thorough review as well as forwarding to the State Critical Area Commission (CAC) staff for preliminary review. The Planning Commission made a favorable recommendation and at this time, a request is being made to schedule a public hearing for the proposed amendment/refinement. If the request is approved by the County Commissioners in a following session, the request is then forwarded to the Critical Area Commission for approval or denial.

**Citizens and Government Working Together**

When initially mapped, this property was designated as a Resource Conservation Area (RCA) due to the conditions and environmental aspects present at the time of mapping. As you are aware, the RCA designation within the Critical Area program is the most restrictive and is characterized by wetlands, forests, agricultural lands and various other nature dominated environments. Development, redevelopment, and land use activities occurring within this designation shall take place in a manner to conserve, protect, and enhance ecological values of the Critical Area as well as maintain and support agriculture, forestry, aquaculture, and fishery activities.

At the time of initial mapping, it was determined that this parcel did not qualify as an LDA designation per the description under NR 3-107(a)(1-4), as was typical with other golf courses within the Critical Area. It should also be noted that at the time of initial mapping, the boundaries of Lot 1 did not exist (this lot was created in 2020) and the area was part of Parcel 80, a 99.06 acre parcel. Per NR 3-107(a), LDAs “are those areas which are currently developed in low- or moderate-intensity uses. They also contain areas of natural plant and animal habitats. The quality of runoff from these areas has not been substantially altered or impaired. At the time of the initial mapping, these areas shall have at least one of the following features:”

*1) Housing density ranging from one dwelling unit per five acres up to four dwelling units per acre.*

At the time of initial mapping, housing density did not meet the ranges stated above. The main building on Lot 1 was originally permitted in May of 2001, prior to the implementation of the Atlantic Coastal Bays Critical Area Law, as a clubhouse to serve the adjacent 18-hole golf course. Since the golf course is no longer in place, the original clubhouse now serves as the offices for the Maryland Coastal Bays Program, as approved and permitted through text amendment and Bill #16-3 which was passed on April 19, 2016 and is associated with NR 3-108(d)(9). NR 3-108(d)(9) allows for an office and/or establishment utilized by a nonprofit environmental conservation and land preservation organization, subject to the following that the Organization(s) maintain a non-profit and/or tax-exempt status and that the total use area shall not exceed twenty thousand square feet in area.

*2) Areas not dominated by agricultural, wetland, forest, barren land, surface water, or open space.*

At the time of initial mapping, the parcel was dominated by open space, forest, and wetlands, as a part of the golf course. The majority of the property was included as open space area and therefore, was not suitable for an LDA or Intensely Developed Area (IDA).

It should be noted that six out of the seven golf courses located within the Critical Area in Worcester County are also located in either the RCA or LDA. Two are located in the LDA, both of which are associated with a community development. The only golf course located within an IDA in the County is located in Ocean Pines, and was established prior to the implementation of Critical Area regulations.

*(3) Areas meeting the conditions of an Intensely Developed Area but comprising less than twenty acres.*

The original parcel was larger than 20 acres, it was approximately 99.06 acres. This particular lot is 9.13 acres in total; however, the lot does not appear to meet conditions of and IDA designation.

*(4) Areas having public sewer or public water, or both.*

At the time of initial mapping, the parcel did not have public water or sewer, neither does it have public water or sewer at the current time. The lot does contain a Shared Facility system for sewage, which is a private/non-public system, to support this parcel and recently created neighboring lots also located within Critical Area boundaries.

Staff understands the motive and purpose of this proposed request to remap the property from RCA to LDA; however, given the current regulatory requirements for such a determination, staff cannot fully support the proposed request as submitted as the request is not consistent with description of the Limited Development Area Designation provided in NR 3-107(a)(1-4).

As noted above, this request is to schedule a public hearing for the proposed amendment/refinement to reclassify 8.34 acres of land, designated as RCA, to LDA, located at on the lands of Ayres Creek Family Farm, LLC located at Tax Map 33 Parcel 80 Lot 1, also known as 8219 Stephen Decatur Highway. If you have any further questions please feel free to contact me at [jgerthoffer@co.worcester.md.us](mailto:jgerthoffer@co.worcester.md.us). I will make myself available the day that this will be presented in the event any questions are raised.

Attachments: Site Plan;  
Environmental Report

cc: David Bradford, EP Deputy Director

PO Box 66 Fruitland, Maryland 21826  
coastalcompliancesolutions@gmail.com  
410-726-8736

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Atlantic Coastal Bays Critical Area Mapping Mistake  
Environmental Report  
Ayers Creek Family Farm  
(Former Pine Shores South Golf Course)



8219 Stephen Decatur Highway, Berlin MD 21811  
TAX MAP 33, PARCEL 80, LOT ONE  
SDAT 10-019850  
Prepared for:  
Ayers Creek Family Farm LLC  
9428 Stephen Decatur Highway  
Berlin, MD 21811

Prepared By:  
R.D Hand and Associates INC.  
12302 Collins Road  
Bishopville MD 21813

Coastal Compliance Solutions LLC  
P.O. Box 66  
Fruitland, MD 21826

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**Introduction:**

This report is submitted in support of the application of Ayres Creek Family Farm, LLC, Todd E. Burbage, sole and managing member, to reclassify 8.34 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA). The petitioned area is a portion of "LOT ONE" as designated on the Plat entitled "Boundary Line Adjustment Plan and Minor Subdivision Creating Lots 1, 2, & 3" by Frank G. Lynch, Jr. & Associates, Inc., dated June 23, 2020, and recorded among the Land Records of Worcester County, Maryland, in Plat Book SRB 249, Pages 1-4.

Lot One was originally part of the much larger parcel designated as Worcester County Tax Map 33, Parcel 80. Parcel 80 originally included seven parcels, which were previously consolidated in connection with a golf course and other amenities and re-assembled/re-subdivided by virtue of the aforementioned Boundary Line Adjustment Plat.

The 99.06 acre assemblage of properties will be referred to as Parcel 80. A portion of Parcel 80 lies outside the Atlantic Coastal Bays Critical Area (CA). In fact, a portion of Lot One lies outside the Atlantic Coastal Bays Critical Area, so this request is limited to 8.34 acres. Lot 1 is 9.13 acres, in total.

As will be explained in more detail later in this report, Worcester County Code, Section NR 3-108 governs RCA's. Specifically, Section NR 3-108(d)(2) permits "a golf course, excluding principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, etc...." In this case, the golf course clubhouse, restaurant, snack bar (including liquor license), pro-shop, parking lot, etc. were all located on the 8.34 acres which is the subject of this request, as of the effective date of the CA. This was a mapping mistake, and this serves as the basis for the application.

In accordance with the requirements of the Atlantic Coastal Bays Critical Area Law (CA), Regulations and Local Program, this report has been prepared to address standards as defined in Code of Maryland Annotated Regulations (COMAR), most specifically in Section 27.01.01.03 and NR 3-110(a) Worcester County Code of Public Local Laws. As detailed in further sections, this report will specify and describe the request for the program refinement, detailing the evidence for the mistake rectification request. Further, details on existing impacts and existing habitat and resources, coupled with a specific understanding of why this program refinement and mapping mistake requested is warranted.

**Subdivision History:**

Prior to 1965, the farm consisted of seven separate parcels known as Worcester County Tax Map 33, Parcels 76, 77, 79, 80, 81, and 234, under single ownership.

The seven parcels were consolidated by virtue of a Declaration of Consolidation dated September 3, 1997 and recorded among the Land Records of Worcester County, Maryland in Liber RHO No. 2477, Folio 60. The Declaration of Consolidation was temporary, and once the "Golf Course Development" ceased to exist, the Declaration of Consolidation was, by its own terms, released and extinguished.

The consolidated parcel was known as Tax Map 33, Parcel 80 (99.06 acres).

On or about May 5, 2020, the property owner entered into a Shared Facility Agreement with the Worcester County Commissioners with respect to an on-site septic system, approved for three thousand five hundred (3,500) gallons per day. The Shared Facility Agreement is recorded among the Land Records, as aforesaid, in Liber SRB No. 7671, Folio 388, and it is memorialized in Worcester County Commissioners' Resolution No. 20-8.

By virtue of a plat dated June 23, 2020, the property was reassembled and resubdivided into five lots as designated on the Plat entitled "Boundary Line Adjustment Plan and Minor Subdivision Creating Lots 1, 2,

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coastalcompliancesolutions@gmail.com  
410-726-8736

and 3" by Frank G. Lynch, Jr. & Associates, Inc., dated June 23, 2020, and recorded among the Land Records as aforesaid, in Plat Book SRB No. 249, Pages 1-4.

This application concerns Lot One as designated on said plat, which is 9.13 acres. The portion of Lot One in the Critical Area is 8.34 acres.

Additionally, the aforesaid Shared Facility is located on Lot One.

**Background:**

Prior to 1995, Parcel 80 was a working farm.

On September 5, 1996, the former owner, Mumford, Inc., Charles E. Mumford, III, President, was granted conditional site plan approval by the Worcester County Planning Commission for an 18 hole golf course, together with other amenities, originally known as the "Ayres Creek Golf Course" and later known as "The Creek Club." These improvements were proposed on the entirety of Parcel 80 (99.06 acres). Specifically, the clubhouse and pro-shop were located on Lot One. Construction commenced shortly thereafter, and on March 26, 1998, a Certificate of Occupancy was issued by Worcester County for a temporary clubhouse (24" x 44") on Lot One. Additional improvements were added including a clubhouse, separate golf cart storage building, ten station driving range, 18 hole putting course, with all required parking, among other things, on Lot One.

Maintenance buildings, bridges, and incidental structures associated with the golf course were built throughout Parcel 80.

In approximately 2001, the Creek Club was acquired by new owners, and renamed "Pine Shore South Golf Course." The clubhouse underwent substantial renovation, with the inclusion of a renovated pro-shop, retail area, and restaurant. An outside screened porch was added for seating associated with the restaurant/bar. The kitchen was renovated, and the new owners obtained a liquor license, all on the petitioned area, being a portion of Lot One. These structures and amenities were in full operation as of the effective date of the CA.

This serves as the basis for the program refinement. Although golf courses are permitted in an RCA, principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, etc. are specifically prohibited. In this case, all of those amenities were constructed on Lot One, which is the subject of this request.

Additionally, and perhaps more importantly, at the time the septic requirement for a golf course was three thousand five hundred (3,500) gallons per day. An on-site sand mound/septic system was constructed on Lot One, in the petitioned area, to serve these uses. It has since been approved as a Shared Facility by the Worcester County Commissioners, and that Shared Facilities Agreement is recorded among the Land Records, as aforesaid.

**Current Conditions:**

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## ITEM 19

Parcel 80 is now known as the Ayres Creek Family Farm. It was purchased in 2014 out of foreclosure by Mr. Burbage from the bank. It is more widely known locally as the previous Pine Shores South Golf Course, an 18-hole working golf course with an existing pro-shop, maintenance building and restaurant. The existing maintenance buildings in recent years have been converted to storage and the pro-shop/restaurant has been utilized as a nonprofit environmental conservation organization location for the Maryland Coastal Bays Program. This use was authorized by virtue of a recent text amendment, namely the addition of NR3-108 (d) (9)

Parcel 80 has been maintained and planted in agriculture, mostly for hunting and recreating by the owner. As such, a conservation plan was composed and filed and approved by the Worcester County Soil Conservation District along with the Maryland Department of Agriculture, that codifies the current farming practices onsite. In the petitioned mistake area, there are many remnants of the former golf course with the associated pro-shop/restaurant that has been converted to the current use of a nonprofit environmental conservation and/or land preservation organization.

Parcel 80 is approximately 99 acres, of which approximately 81 acres are located within the limits of the CA. This application is proposing to reclassify under the basis of mistake, 8.34 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA).

### **Change in Designation and Consistency with the Comprehensive Plan and Zoning:**

The current land use designation in the CA is Resource Conservation Area (RCA). This application proposes to amend that designation only a portion of the property, a portion almost completely out of the Critical Area to Limited Developed Area (LDA). Since this request is a refinement to amend the original Critical Area Mapping, adjacency to existing LDA is not a requirement unlike as would be in a growth allocation request.

The site is currently zoned E-1 Estate District and more closely matches the LDA designation as opposed to the RCA designation given at the time of the original mapping. As noted in the Worcester County Comprehensive Plan (pages 20 and 26) the elimination of the Estate Zone is encouraged and reclassifying to something more appropriate is suggested.

The current existing wastewater disposal system, that is permitted and installed is sized to accommodate wastewater from a higher intensity use, such as office, restaurant, and pro-shop to more commercial in nature used. It is currently approved for over 3,000 gallons per day of wastewater.

### **Forest Identification and Protection:**

Within the proposed mistake area are some scattered small trees and a portion of the expanded 100-foot buffer due to an existing blue line stream. Outside of that, the existing commercial area was and has remained unforested and abuts a former stormwater management facility. By virtue of redesignation of this area from RCA to LDA, there will be no impact on forest or habitat protection areas.

### **Stormwater Management:**

As a currently developed site with Stormwater Management, the previous site best management practices (BMP) have been installed and can be utilized for site quantity controls. There is an existing wet detention pond adjacent to the proposed mistake area, which provides ample existing stormwater management for the mistake area.

### **Soil Erosion and Sediment Control:**

Erosion and sediment control approval is not needed as part of the mistake/refinement of the proposed area.

### **Lot Coverage:**

PO Box 66 Fruitland, Maryland 21826  
coastalcompliancesolutions@gmail.com  
410-726-8736

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As mentioned previously, the petitioned mistake area was utilized for a golf course restaurant and pro-shop and clubhouse for many years prior to the current owner purchasing it. Site improvements and existing lot coverage within the petitioned mistake area equal 1.24 acres or approximately 15% of lot coverage.

**Mitigation for Clearing and Afforestation:**

There is no requirement for mitigation as no clearing is proposed as part of the requested mistake refinement.

**Buffer Management Plan:**

There is no requirement for submission of a buffer management plan as part of the requested mistake refinement.

**Habitat Protection Areas:**

The expanded 100-foot buffer along the existing blue line stream is the only habitat protection area located within the petitioned mistake area. It is proposed to be unaffected by this refinement.

**Section NR 3-107(a):**

Section NR3-107(a) describes LDA'S as those areas which are currently developed in low or moderate – intensity uses. Currently, the site meets this definition, inasmuch as it is operated as a non-profit environmental conservation and/or land preservation organization. At the time of the initial mapping, these areas shall have **at least** one of the following features:

- (1) Housing density ranging from one dwelling unit per 5 acres up to 4 dwelling units per acre – there was no residential housing on the site at the time of initial mapping.
  - (2) Areas not dominated by agricultural, wetland, forest, barren land, surface water or open space – the applicant contends that the site meets this requirement. At the time of initial mapping, the site contained a clubhouse, renovated pro shop, retail area, and restaurant. There was an outside screened porch for seating associated with the restaurant/bar. There was a full kitchen, as well as associated parking and storage. The area was not dominated by agricultural or open space uses.
  - (3) Areas meeting the conditions of an Intensely Developed Area but comprising less than 20 acres – The applicant contends the site meets this requirement. Section NR3-106(a) provides that, at the time of initial mapping, IDA's shall have at least one of four features listed in that statute. Subsection (2) refers to industrial, institutional or commercial uses concentrated in the area. At the time of initial mapping, the site was known as the Pine Shores South Golf Course and the clubhouse had recently undergone renovation. There was a pro shop, retail area, and restaurant. There was outside seating for a restaurant/bar. In 2002, there was a liquor license issued for the site; these are clearly commercial uses, which meet the intent of Section NR 3-106(a)(2). The area is less than 20 acres.
  - (4) Areas having public sewer or public water, or both – The applicant contends that the site meets the
- 

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## ITEM 19

**intent** of this section. The site is served by a commercially sized wastewater treatment system which serves other parcels/lots within the Critical Area, and the approved use of the environmental non-profit office on site. The wastewater treatment system has been approved as a "Shared Facility" by the Worcester County Commissioners, and a Shared Facility Agreement has been filed among the Land Records of Worcester County, Maryland. As such, the Worcester County Commissioners have the right to assume control and operation of the Facility, therefore making it a quasi-public sewer, and meeting the intent of subsection (4).

In conclusion, the applicant contends that, at the time of initial mapping, the site met three of the four features.

### **Summary:**

As described above and denoted on the attached exhibit, the proposed 8.34 acre mapping mistake redesignation will have no material impact on the resources located within the Atlantic Coastal Bays Critical Area. The existing use predated the enactment of the Atlantic Coastal Bays Critical Area Law and is well documented by public aerial photograph and through previously issued County authorizations.

In conclusion, at the time of the original mapping, Lot One was mistakenly designated RCA. Due to the existing principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, restaurant, snack bar, golf cart storage building, driving range, and putting course, it should have been designated LDA. The reclassification will correct this mapping mistake and bring the property into compliance.

(7/14/2021)



## **WORCESTER COUNTY PLANNING COMMISSION MEETING MINUTES – November 4, 2021**

**Meeting Date:** November 4, 2021

**Time:** 1:00 P.M.

**Location:** Worcester County Government Office Building, Room 1102

### **Attendance:**

#### **Planning Commission**

Jerry Barbieri, Chair  
Rick Wells, Vice Chair  
Marlene Ott, Secretary  
Ken Church  
Mary Knight

#### **Staff**

Jennifer Keener, Director, DRP  
Gary Pusey, Deputy Director, DRP  
Stu White, DRP Specialist  
Bob Mitchell, Director, Environmental Programs  
Dave Bradford, Deputy Director, Environmental Pgms.  
Jenelle Gerthoffer, Natural Resources Administrator  
Joy Birch, Natural Resources Specialist  
Roscoe Leslie, County Attorney

### **I. Call to Order**

### **II. Administrative Matters**

#### **A. Review and approval of minutes, October 7, 2021**

As the first item of business, the Planning Commission reviewed the minutes of the October 7, 2021 meeting.

**A motion was made by Ms. Ott, seconded by M. Wells, and carried unanimously to approve the minutes.**

#### **B. Board of Zoning Appeals Agenda, November 10, 2021**

No hearing scheduled for November.

#### **C. Technical Review Committee Agenda, November 10, 2021**

No meeting scheduled for November.

### **III. Ayres Creek Family Farm, LLC Atlantic Coastal Bays Critical Area Amendment/Refinement Request**

- A.** As the next item of business, the Planning Commission reviewed an application associated with the Ayres Creek Family Farm, LLC Atlantic Coastal Bays Critical Area Amendment/Refinement Request to reclassify 8.34 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA). This request is for Tax Map 33, Parcel 80, Lot 1 located at 8219 Stephen Decatur Highway. Planning Commission members previously received a survey of the property, the Critical Area report, and a report by Natural Resources staff.

Mr. Hugh Cropper and Mr. Chris McCabe represented the applicant. Mr. Cropper presented his argument that he believed the property should have been designated as LDA when the Critical



## WORCESTER COUNTY PLANNING COMMISSION MEETING MINUTES – November 4, 2021

Area maps were first created because the property and area within the Critical Area included a clubhouse that serviced the adjacent golf course use. It was noted that this clubhouse had received all proper permits and its liquor license in 2002. Mr. Cropper referenced NR 3-108(d)(2), which allows for golf courses, but not principal buildings and/or structures, to be permitted in the RCA. Mr. Cropper also stated that some properties are partially located within the Critical Area, including this one and that this lot was originally part of parcel 80, which is also partially located outside the Critical Area. He also cited NR 3-107(a)(3) and mentioned that Lot 1 is less than 20 acres in size, so it could possibly even be considered an Intensely Developed Area (IDA).

Planning Commission member Ken Church asked Mr. Cropper if permits for the clubhouse were approved by Worcester County, to which Mr. Cropper replied yes. Mr. Cropper stated that Ms. Keener had provided him with all past permits associated with the petitioned area.

Following the brief discussion, a motion was made by Ms. Knight, seconded by Mr. Church, to approve the reclassification of the 8.34 acres of Resource Conservation Area to a Limited Development Area and recommended that they forward a favorable recommendation to the County Commissioners. There were five (5) Commission members present at this meeting, and four (4) out of the five (5) supported the recommendation, with one (1) Member against.

### **IV. Comprehensive Water and Sewerage Plan Amendment**

- A. As the next item of business, the Planning Commission reviewed an application associated with the expansion of the Pocomoke City Sewer Planning Area to serve a single property, the Royal Farm store located just south of the Virginia state line in New Church Virginia in the *Master Water and Sewerage Plan (The Plan)*. The Town of Pocomoke City submitted the amendment. Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission and Jeremy Mason, City Manager for Pocomoke City, was also present and participated in the presentation.

Mr. Mitchell explained that the applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the Sewer Planning Area of Pocomoke City. This flow would amount to nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under Worcester County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

## **WORCESTER COUNTY PLANNING COMMISSION MEETING MINUTES – November 4, 2021**

Mr. Mitchell further explained that the current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. He noted that the Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option, a desire on the town's part to avoid a blighted property on a major route into town, and an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the town's part to plan for this connection. They would also like to secure a working relationship with the Royal Farms ownership group in hopes of an expansion within town limits for another store in the near future. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP. Mr. Mason confirmed Mr. Mitchell's statements and added that they do not want a blighted Rt. 13 commercial corridor and would not consider this connection, save for the fact they are already receiving the septage from the store and the connecting sewer line is already adjacent along the front of the property.

Mr. Mitchell also reviewed a previously approved amendment (SW-2003-06), that approved the corridor of properties south of the town boundary to the Virginia state line. The town has annexed the median of Route 13 to the state line and the area was designated S-1 by the same amendment. This provides adjacency of an S-1 planning area for the subject property requested in this amendment. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

Mr. Church questioned how this was advantageous if tax revenue from out-of-state companies would not benefit the Town or the County. Mr. Mitchell noted they are already servicing the station right now, as they do treat septage from septic pump-outs delivered from the Town of Chincoteague and much of the northern Eastern Shore of Virginia. It is a revenue item for the Town of Pocomoke. He also added that the elimination of the septic system was in the best interest of the watershed as this was part of the Lower Pocomoke watershed and elimination of the large septic by connection could be credited toward nutrient reduction for the Chesapeake Bay. Mr. Mason confirmed that statement and added that the revenue helps fund the salaries of his WWTP staff and helps with operating costs. Mr. Mason also stated that the oil company behind the Royal Farm store was not defunct and was an abandoned property. Since Royal Farms remodeled their store before the septic failed, they have the added expense of paying for the remodeled store and the costly pump-and-haul arrangement they are currently funding.

Mr. Wells asked if the line was sized for just the store and no other connections. Mr. Mitchell responded that the line was telescoped in size down Rt. 13 to the state line and would only be



## WORCESTER COUNTY PLANNING COMMISSION MEETING MINUTES – November 4, 2021

able to handle a limited number of connections. The line on the Virginia side is to be designated denied access and will only be available to the previous Travel Plaza connection and this property if approved.

Ms. Knight spoke in favor of assisting the Town with their business development efforts. Mr. Mason spoke again of not wanting to have derelict and closed commercial properties in this service corridor and their relationship with Royal Farms that they want to cultivate for additional development within the Town's corporate limits. Mr. Mitchell finished by noting the corridor's importance in the Town's comprehensive plan and the assistance and cooperation of the County in working with the Towns to help their economic development efforts noted in the County's *Comprehensive Plan*.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, and to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was 3-2 with Commissioners Church and Wells opposed. This vote is treated as a favorable recommendation.

- IV. Adjourn** – A motion to adjourn was made by Ms. Ott and seconded by Mr. Wells. The Planning Commission adjourned at 1:35 P.M.

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Jerry Barbierri, Chair

---

Stuart White, DRP Specialist



Worcester County Government

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

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

December 16, 2021

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Worcester County Requested Expansion of Sewer Planning Area Town of Pocomoke City

.....  
 Please print the attached notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on December 30, 2021 and January 6, 2022. Thank you.

**Notice of Public Hearing**  
**REQUESTED Amendment to**  
**Worcester County Water and Sewerage Plan**  
**for**  
**Expansion of Sewer Planning Area**  
**Town of Pocomoke City**

The Worcester County Commissioners will hold a public hearing to consider application filed by Jeremy Mason, City Manager, on behalf of the Town of Pocomoke City for a proposed amendment to the Worcester County Master Water and Sewerage Plan. The Worcester County Commissioners will hold a public hearing to consider an application filed by Jeremy Mason, to amend the Worcester County Water and Sewerage Plan to expand the sewer planning area of the Town of Pocomoke City to serve a single property located at 2497 Lankford Highway in New Church, Virginia. The proposed amendment would allow for the abandonment and connection of the existing conventional septic system to the existing restricted access line that abuts the property and connects to the Pocomoke City WWTP. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of November 4, 2021 and found it to be consistent with the Worcester County Comprehensive Plan.

**Public Hearing**  
**Tuesday, January 18, 2022**  
**at 11:00 A.M.**

in the  
 County Commissioners Meeting Room  
 Room 1101 - Government Center  
 One West Market Street  
 Snow Hill, Maryland 21863

The case file for this application may be reviewed on the on the County Website at <http://www.worcester.md.us>. Questions may be directed to Robert Mitchell, Director of Environmental Programs, by calling 410-632-1220, or by email at [bmitchell@co.worcester.md.us](mailto:bmitchell@co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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**To:** Weston S. Young, P.E., Chief Administrative Officer

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

A handwritten signature in blue ink, appearing to be "RJM", written over the name Robert J. Mitchell.

**Subject:** **Public Hearing – Additional Materials**  
Town of Pocomoke City, Expansion of Sewer Planning Area  
Case No. (SW-2-21-03)

**Date:** 1/7/22

---

As requested by the Maryland Department of the Environment (MDE) and required under the Code of Maryland Regulations (COMAR) 26.03.01.03, I submitted a copy of the proposed amendment for their draft comments. The agency comments from MDE and the Maryland Department of Planning have been returned to this office. I respectfully request that these comments be added to the hearing file.

I will be available to discuss these comments with you and the County Commissioners at the public hearing.

Attachments

cc: File SW-2021-03

**DRAFT Worcester County SW-2021-3  
MDE Comments  
12/20/2021**

---

**DISCLAIMER:** Below are MDE's Comments on the DRAFT Worcester County, Town of Pocomoke SW-2021-3, additional comments may be sent under a separate cover.

- **MDE Comments:**
  - MDE supports addressing the public health issue of the failing onsite septic system.
- **MDP had the following comments on the amendment:**
  - MDP acknowledged that the draft amendment is intended to abate a public health hazard and will ultimately result in the connection of the Royal Farms property to an existing sewer main serving the Virginia Rest Area Plaza, MDP found that the typical Planning WSP review is not appropriate.
  - Please see attached MDP Comments

Larry Hogan, Governor  
Boyd Rutherford, Lt. Governor



Robert S. McCord, Secretary  
Sandy Schrader, Deputy Secretary

## Maryland DEPARTMENT OF PLANNING

November 30, 2021

Ms. Dinorah Dalmasy, Manager, Integrated Water Planning Program  
Maryland Department of the Environment  
1800 Washington Blvd.  
Water Quality Infrastructure Program  
Baltimore, MD 21230

RE: Worcester County draft amendment (SW-2021-03) for expansion of a sewer service area, located in Virginia, to abate a public health hazard on a single property

Dear Ms. Dalmasy:

The Maryland Department of Planning (Planning) has reviewed the referenced Worcester County Water and Sewer Plan (WSP) amendment pursuant to our mandate to advise the Maryland Department of the Environment (MDE) on local comprehensive plan consistency and other appropriate matters as required by Environment Article Section 9-507 (b)(2).

### Summary of the Sewer Draft Amendment Request:

The draft amendment to expand a sewer service area, is in furtherance of the elimination of a public health hazard on a single property within Virginia (Royal Farms - 2497 Lankford Hwy, New Church, VA 23415). The property is to be connected to an existing sewer main which was constructed to provide public sewer to the Virginia Rest Area Plaza (also to abate a then-existing public health hazard). The 2010 amendment to the WSP, to provide public sewer to the Virginia Rest Area Plaza, was adopted by County Resolution No. 10-11, and subsequently approved by MDE.

This draft amendment will allow a sewer lateral to be constructed from the existing sewer main to connect the Royal Farms store to public sewer. The existing sewer main abuts the Royal Farms property, and all work associated with the proposed amendment will be within Virginia.

### Planning Comments

As the draft amendment is intended to abate a public health hazard and will ultimately result in the connection of the Royal Farms property to an existing sewer main serving the Virginia Rest Area Plaza, the typical Planning WSP review is not appropriate. More specifically, an analysis of consistency with the Pocomoke City Comprehensive Plan (from a land use and public facilities perspective), and issues related to Priority Funding Areas or other issues of state interest, do not pertain to this draft amendment.

---

Maryland Department of Planning • 301 West Preston Street, Suite 1101 • Baltimore • Maryland • 21201

Tel: 410.767.4500 • Toll Free: 1.877.767.6272 • TTY users: Maryland Relay • Planning.Maryland.gov

**Ms. Dinorah Dalmasy  
RE: Worcester County – SW-2021-03, Draft Amendment**

**November 30, 2021  
Page 2**

**As all work associated with this WSP draft amendment is to take place in Virginia and is to abate an existing public health hazard for a single, existing commercial property, Planning has no objection to MDE's ultimate approval of a final amendment to expand the sewer service area solely to the Royal Farms property.**

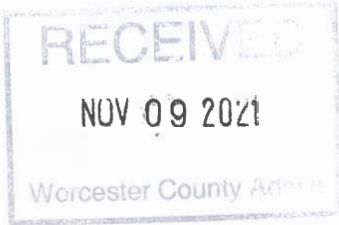
**If you have any questions or concerns regarding these comments, please contact Keith Lackie at 410-713-3464, or [keith.lackie@maryland.gov](mailto:keith.lackie@maryland.gov).**

**Sincerely,**



**Charles Boyd, Director  
Planning Coordination**

**cc: Robin Pellicano; Nicholai Francis-Lau; Steve Alfaro; and Hannah C. Benzion, MDE  
Tony Redman, DNR  
Dwight Dotterer, MDA  
Joseph Griffiths; Tracey Gordy; Jason Dubow; Keith Lackie; Sylvia Mosser; and Cassandra Malloy, Planning**



**Worcester County**  
Department of Environmental Programs

## Memorandum

**To:** Weston S. Young, P.E., Chief Administrative Officer

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

**Subject:** **Public Hearing Request**  
Town of Pocomoke City  
Expansion of Sewer Planning Area  
Case No. (SW-2021-03)

**Date:** November 8, 2021

The Planning Commission met on November 4, 2021, and reviewed this application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to expand the sewer planning area to include a single property in *The Plan* for the Town of Pocomoke City.

The Town of Pocomoke City, Maryland is the applicant for this amendment. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church Virginia. The applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This flow amounts to nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under Worcester County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

The current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. The Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option, a desire on the town's part to avoid a blighted property on a major route into town, and an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the town's part to plan for this connection. They would also



like to secure a working relationship with the Royal Farms ownership group in hopes of an expansion within town limits for another store in the near future. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP.

The County Commissioners, after reviewing this request, may approve or disapprove the proposed amendment. Enclosed are the following attachments:

1. Environmental Program's transmittal letter and report to the Planning Commission; and
2. Minutes for this case before Planning Commission meeting on November 4, 2021.

At his time, we are respectfully requesting the public hearing be scheduled. A draft advertisement has been forwarded to County Administration under separate cover. As always, I am available at any time for the presentation and to answer any questions on this matter.

Attachment

cc: WS File – Town of Pocomoke City (SW-2021-03)

**Attachment 1**

**Planning Commission  
Staff Report and  
Applicaition**



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1306

SNOW HILL, MARYLAND 21863

TEL: 410-632-1220 / FAX: 410-632-2012

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

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

October 27, 2021

Worcester County Planning Commission  
Worcester County Courthouse  
1 West Market Street, Room 1201  
Snow Hill, MD 21863

RE: Transmittal-Comprehensive Water and Sewerage  
Plan Amendment –Town of Pocomoke City  
Sanitary Area – Expansion of Sewer Planning Area  
(SW-2021-03)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand the S-1 sewer planning area for the Pocomoke City Sanitary Area in *The Plan*, for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* ("Application for Amendments"), the applicant submitted a complete application and we have attached it.

The Town of Pocomoke City, Maryland is the applicant for this amendment. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church Virginia. The applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This flow amounts to nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

The current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. The Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs

October 27, 2021

pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option, a desire on the town's part to avoid a blighted property on a major route into town, and an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the town's part to plan for this connection. They would also like to secure a working relationship with the Royal Farms ownership group in hopes of an expansion within town limits for another store in the near future. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP.

There was a previously approved amendment (SW-2003-06) that approved the corridor of properties south of the town boundary to the Virginia state line. The town has annexed the median of Route 13 to the state line and the area was designated S-1 by the same amendment. This provides adjacency of an S-1 planning area for the subject property requested in this amendment. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

The Planning Commission is tasked by Section 1.4 of *The Plan* ("Procedures for Plan Amendments") to make a finding as to whether this amendment would be consistent with The Comprehensive Plan. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposal.

### **Comprehensive Plan Policies**

The Comprehensive Plan designates the area(s) designated for improvements (Maryland side) as Municipalities as they are within the municipal boundaries of Pocomoke City.

Municipalities are defined (p.12) as follows:

- "The towns with their existing public services are expected to take up much of the county's projected growth. This will occur through infill and through logical annexations. To minimize unnecessary land consumption, the majority of the towns' growth should occur through infill. Appropriate public service expansions should be planned."

The comprehensive plan goes on to state:

Chapter One, "Introduction" states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, "Natural Resources", under Total Maximum Daily Loads (TMDLs) states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).
- To address the county's responsibility, all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards." (p.36)

WS Amendment Case No. 2021-03

October 27, 2021

Chapter Four, “Economy” States:

- Work with the towns to help their economic development efforts (p.58).

Chapter Six, “Public Infrastructure” states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Require new development “pay its way” by providing adequate public facilities to meet the infrastructure demand it creates (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Sewer systems should be sized to serve their service areas planned for land uses (p. 74).

### Staff's Comments

Staff comments are submitted below for your consideration.

1. The Pocomoke City WWTP has adequate available sewer capacity to handle this addition of flow.
2. The designation of (S-6, no planned service) for the intervening properties between the Virginia Visitor's Center and the Maryland State Line, save for the subject property of this amendment, will deny access to the sewer line for any adjacent Virginia property owners. Only the existing customer, the Visitor's Center, and the Royal Farms store will be allowed to connect to the sewer line.
3. This additional connection will not result in growth inconsistent with the Pocomoke's and the County's comprehensive plans. The Pocomoke City Comprehensive Plan states that the city “actively promotes and supports the economic vitality in the region supporting development in its industrial park and along the US Rt. 13 corridor.
4. The abandonment of the current commercially-sized conventional septic system without treatment will improve water quality in the Lower Pocomoke watershed.
5. Pocomoke City already receives the wastewater from this facility as septage received in their WWTP because of the current pump-and-haul operating arrangement. A connection will supply metered usage revenue for the town in perpetuity.
6. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, this connection project for single commercial property appears to be consistent with *The Comprehensive Plan* and existing zoning.

If you need further information, please contact us.

WS Amendment Case No. 2021-03

October 27, 2021

If you have any questions, please do not hesitate to contact me at (410) 632-1220.

Sincerely,

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over a circular stamp or seal.

Robert J. Mitchell, LEHS, REHS/RS  
Director

**Attachments**

cc: WS Amendment File (SW 2021-03)



# **Attachment 1**

# **Application**



**POCOMOKE CITY, MARYLAND**

To: Robert Mitchell, LEHS, REHS/RS  
Director, Department of Environmental Programs  
Worcester County

October 20, 2021

From: Jeremy Mason  
City Manager- Pocomoke City

RE: Royal Farms tie-in to Pocomoke City sewer main

Mr. Mitchell,

Below are some bullet-points for consideration by Worcester County when addressing the proposed amendment to the Comprehensive Plan:

- 1) The Pocomoke City wastewater facility is already receiving the septage from the Royal Farms holding tank via pump trucks and will continue to do so until the sewer main is tapped into. Currently, the existing on-site septic is beyond repair.
- 2) Pocomoke City sees this as a way to support commerce on the Rt 13 commercial corridor and to avoid the possibility of future blighted, closed or failing businesses on the corridor due to lack of sewer availability, which would also inhibit future commercial development.
- 3) This tie-in will be maintenance-free for the City of Pocomoke and Worcester County (Royal farms will maintain the connection in perpetuity)
- 4) The tie-in will allow for a better protected area environmentally through the elimination of a failing drain field and potential sewer spills on a neighboring property (Worcester County)
- 5) To help develop a cooperative relationship with Royal Farms with the hope that they may build a store in Pocomoke City.
- 6) The Royal Farms tie-in will provide metered-usage revenue for the City of Pocomoke in perpetuity.
- 7) The Royal Farms store is the only location over the Virginia line that Pocomoke City will support to tie-in. No other location over the Virginia line will be considered in the future.

Sincerely,

Jeremy J. Mason

REQUEST FOR AMENDMENT  
TO  
THE WORCESTER COUNTY WATER AND SEWERAGE PLAN

\*\*\*\*\*

Mail or Present to: Department of Environmental Programs  
Government Center, Room 1306  
One West Market Street  
Snow Hill, Maryland 21863

All appropriate forms and profiles describing the request must be completed and attached hereto (Existing Sewerage System; Existing Water System; Planned Sewerage System; Planned Water System; profiles regarding same, etc.). Pertinent changes to tables currently contained in the Worcester County Water and Sewerage Plan and a copy of the proposed revised map must be submitted in conjunction with this request as well.

Review fees are as follows:

- A) Minor Water and Sewerage Plan Amendments (not pertaining to the addition or deletion of a water or sewer system): \$100.00
- B) Major Water and Sewerage Plan Amendments (pertaining to the addition or deletion of a water or sewer system): \$500.00

Type of Amendment: \_\_\_\_\_ Water \_\_\_\_\_ ☒ Sewerage \_\_\_\_\_  
Other \_\_\_\_\_  
Character of Amendment: ☒ Addition \_\_\_\_\_ Deletion \_\_\_\_\_  
Change

Applicant's Name, Mailing Address, Phone Number and Appropriate Contact Person:

City of Pocomoke  
101 CLARKE AVE  
PO. Box 29  
Pocomoke City, MD 21851

Owner's Name, Mailing Address, Phone Number and Appropriate Contact Person (if different from applicant):

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

Property Identification: Royal Farms 2497 LANford Hwy New Church  
VIRGINIA 23415  
Tax Map(s) \_\_\_\_\_ Parcel(s) \_\_\_\_\_  
**20<sup>15</sup> Tax 15**

## EXISTING SEWERAGE SYSTEM

System Name: Pocomoke City Sewer System

Area Served: Pocomoke City Limits And Annexed Areas

Owned By: City of Pocomoke

Operated By: City of Pocomoke

	Current	2010	2020
Population (EDUs, if App.):			
Served:			<u>4,200</u>
Unserved:			
GPCD (EDUs, if App.):			
Capacity (MGD):			
Demand:			
Planned:			
Collection System:	<u>Combined Gravity and pump stations</u>		
Treatment Plant:			
Location:	<u>1634 DUNN SWAMP RD Pocomoke City MD 21851</u>		
Type:	<u>ENR Biologic Treatment Plant</u> <u>Enhanced Nutrient Removal</u>		
Site Size (Acres):			
Occupied:	<u>Est. 125 Acres</u>		
Vacant:	<u>NO</u>		
Site Capacity (MGD):			
Secondary:	<u>None</u>		
Advanced:	<u>1.4 mgd</u>		
Existing Capacity (MGD):	<u>1.4 mgd</u>		
Existing Flow (MGD):			
Average:	<u>0.550 mgd</u>		
Peak:	<u>1.2 mgd (in storm conditions)</u>		
Sludge Disposal:	<u>NONE</u>		
Discharge:			
Type of Discharge:	<u>Effluent discharge to Pocomoke River</u>		
Location of Discharge:	<u>(Not Exposed) Mc Michael Ave Pocomoke City</u>		

NPDES Permit: \_\_\_\_\_

Planned Expansion, Alteration, Abandonment or Other Changes, Allocation, Agreements, Policies, Facility Plan, Etc.:

Royal Farms store in New Church, VA to hook sewer discharge to Pocomoke City Sewer MAIN. Grease trap will continue to collect grease on site AND NOT IN Sewer MAIN.

## PLANNED SEWERAGE SYSTEM

System Name: Pocomoke City Sewer System

Priority Category: ASAP

Area to be Served: Royal Farms store - New Church, VA

Population to be Served (EDUs, if App.): Store Customers

To Be Constructed By: To be contracted by Royal Farms

To Be Owned By: Sewer MAIN owned by City of Pocomoke  
Lateral to MAIN from store owned by Royal Farms

To Be Operated By: MAIN to be operated by the City of Pocomoke  
Lateral and Pump Station owned by Royal Farms

Planned Collection System: Sewer MAIN

Planned Treatment Facility:

Type: Pocomoke City WASTEWATER Treatment PLANT

Capacity (MGD): 1.4 mgd

Discharge:

Type: Effluent to Pocomoke River - Gravity

Location: McMichael Ave Pocomoke City, MD

Estimated Cost and Source of Funding: Royal Farms

Estimated Begin Construction: ASAP

Estimated Complete Construction: 1 year


# ITEM 20

District \_\_\_\_\_

Nearby Roads: MARVA ROAD / Rt 13 / LANRford Highway

Community: \_\_\_\_\_

Signatures: \_\_\_\_\_

 City of Pocomoke  
Jeremy J. MASON  
City Manager

8/5/2021

Owner

Date

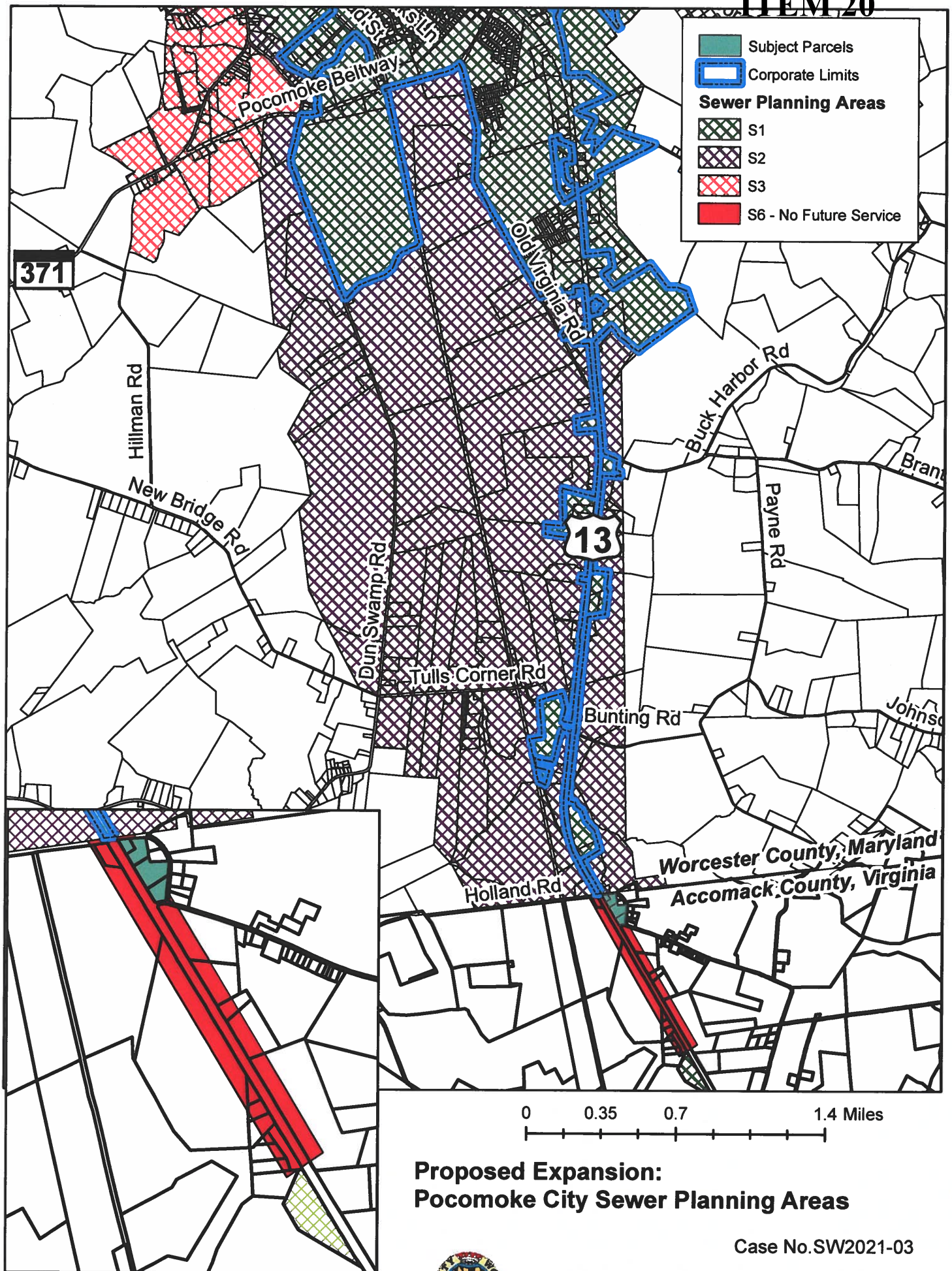
Date

Applicant

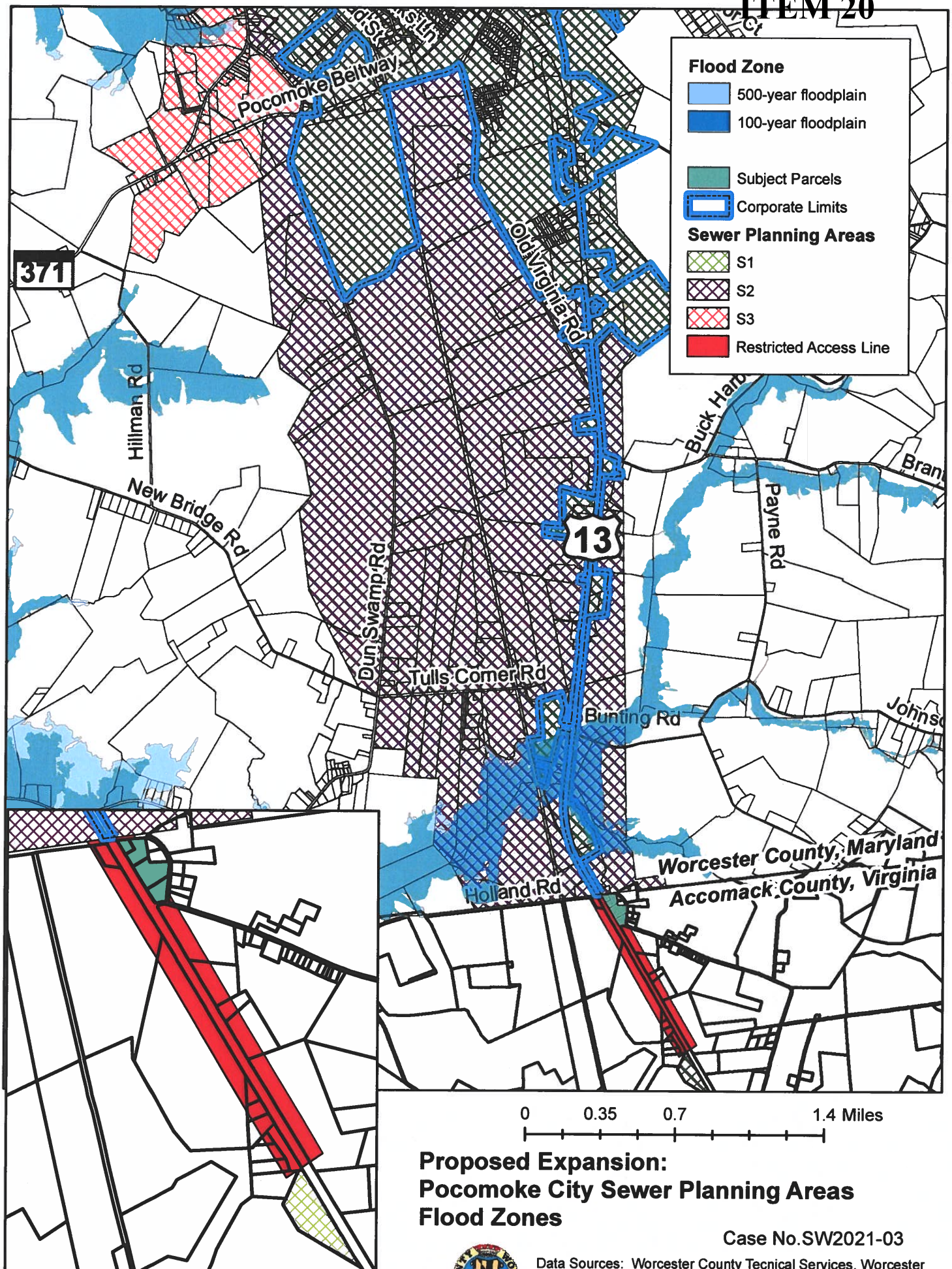
## **Attachment 2**

# **Maps**

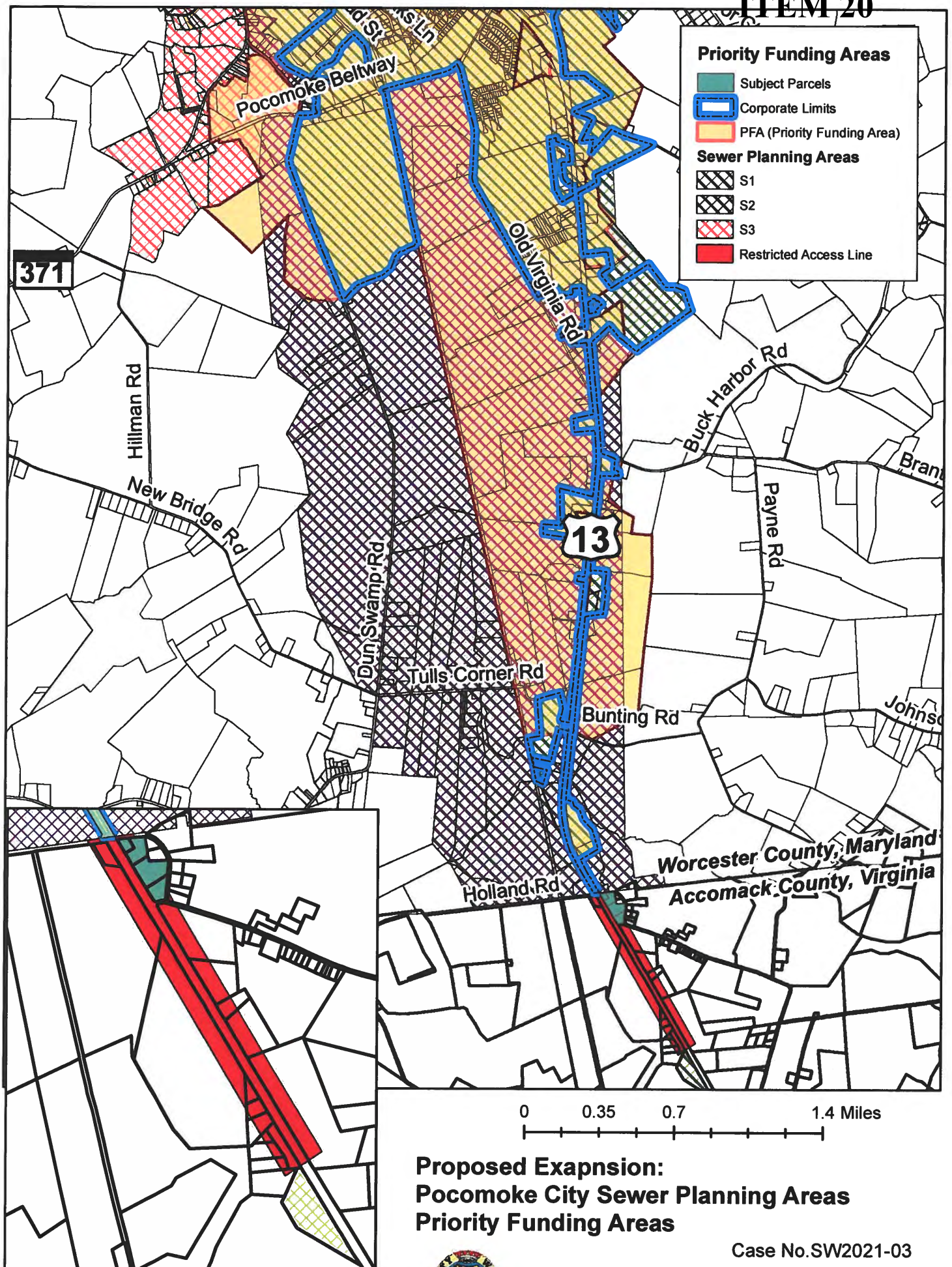




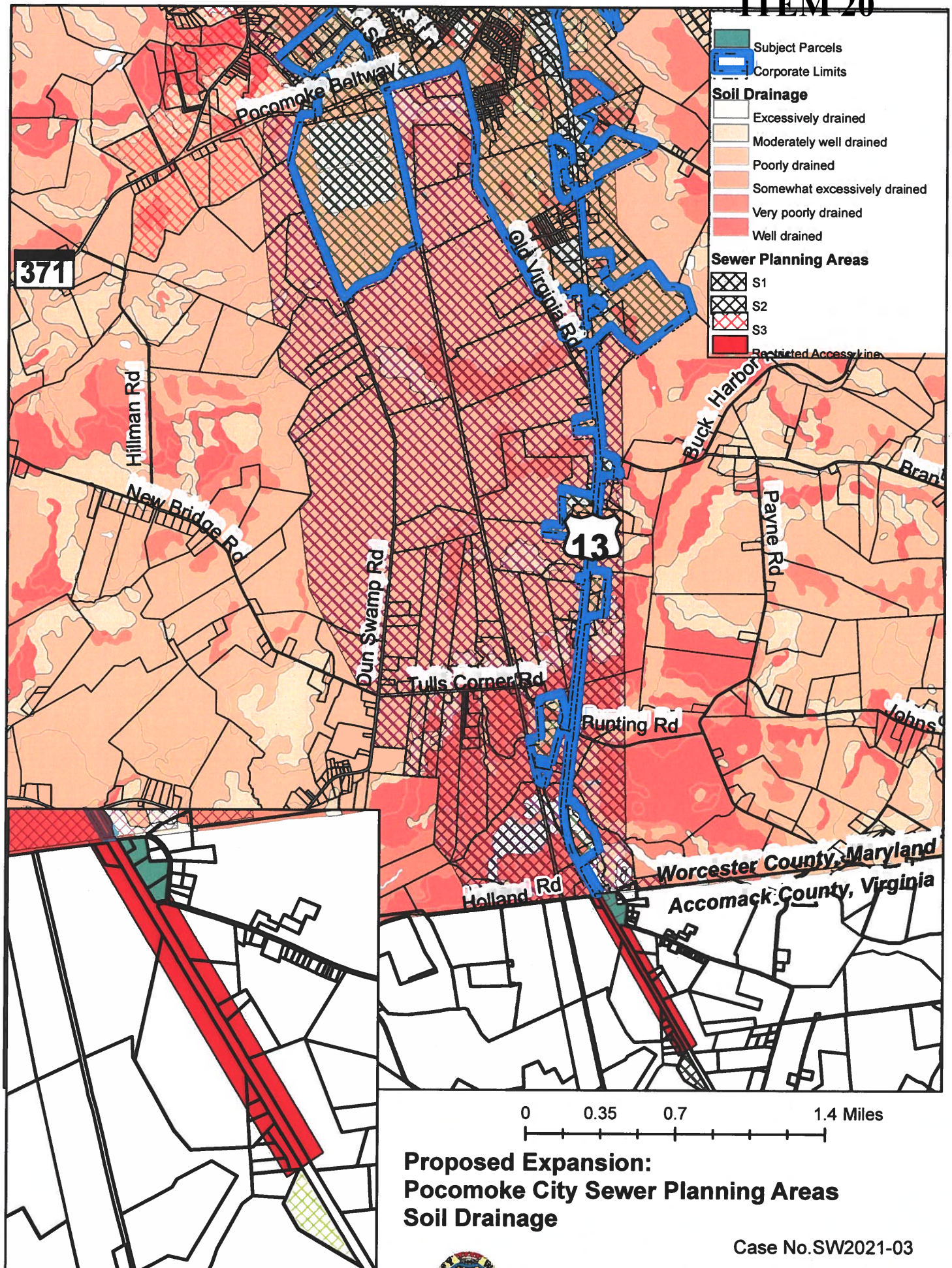




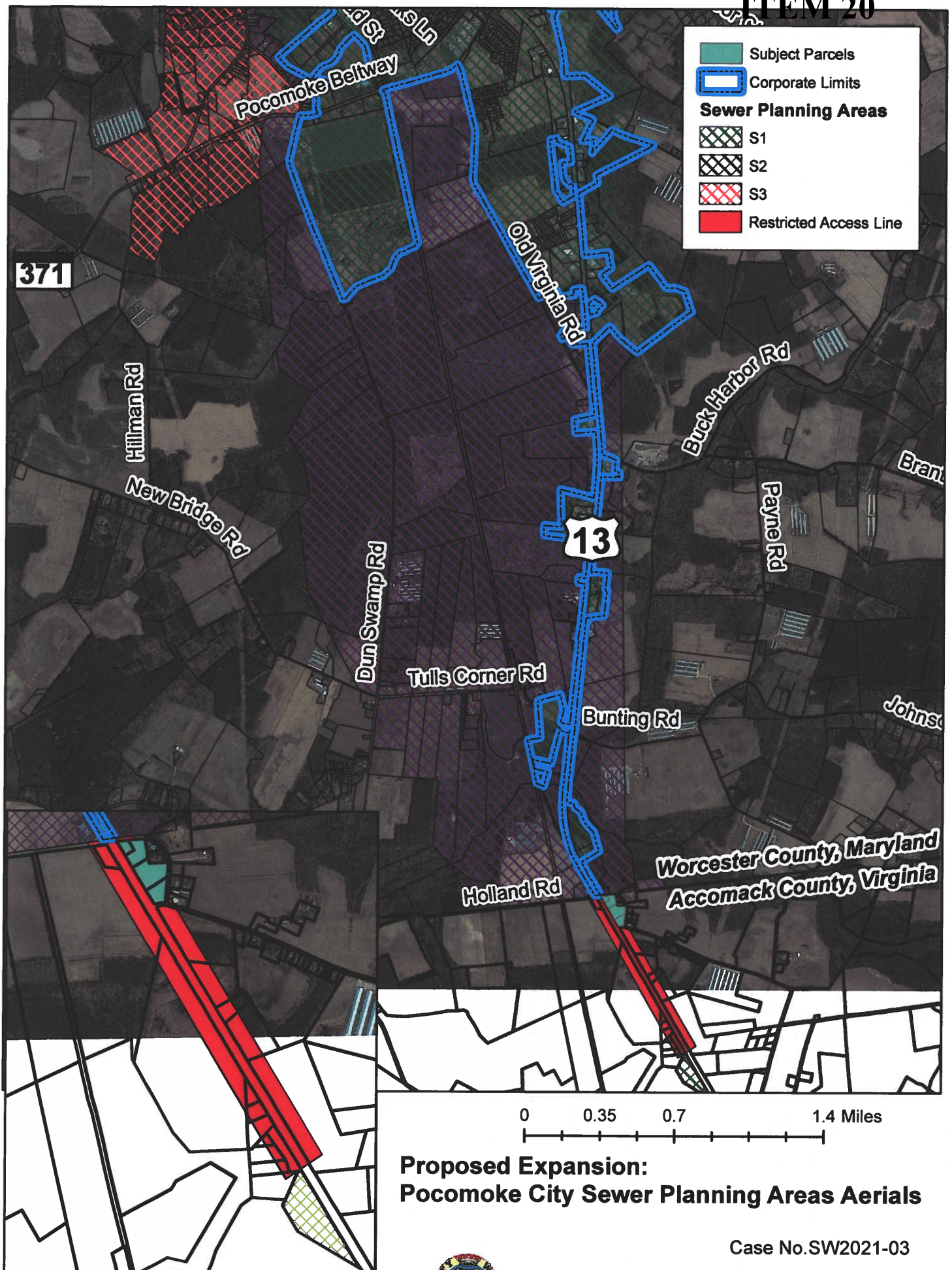




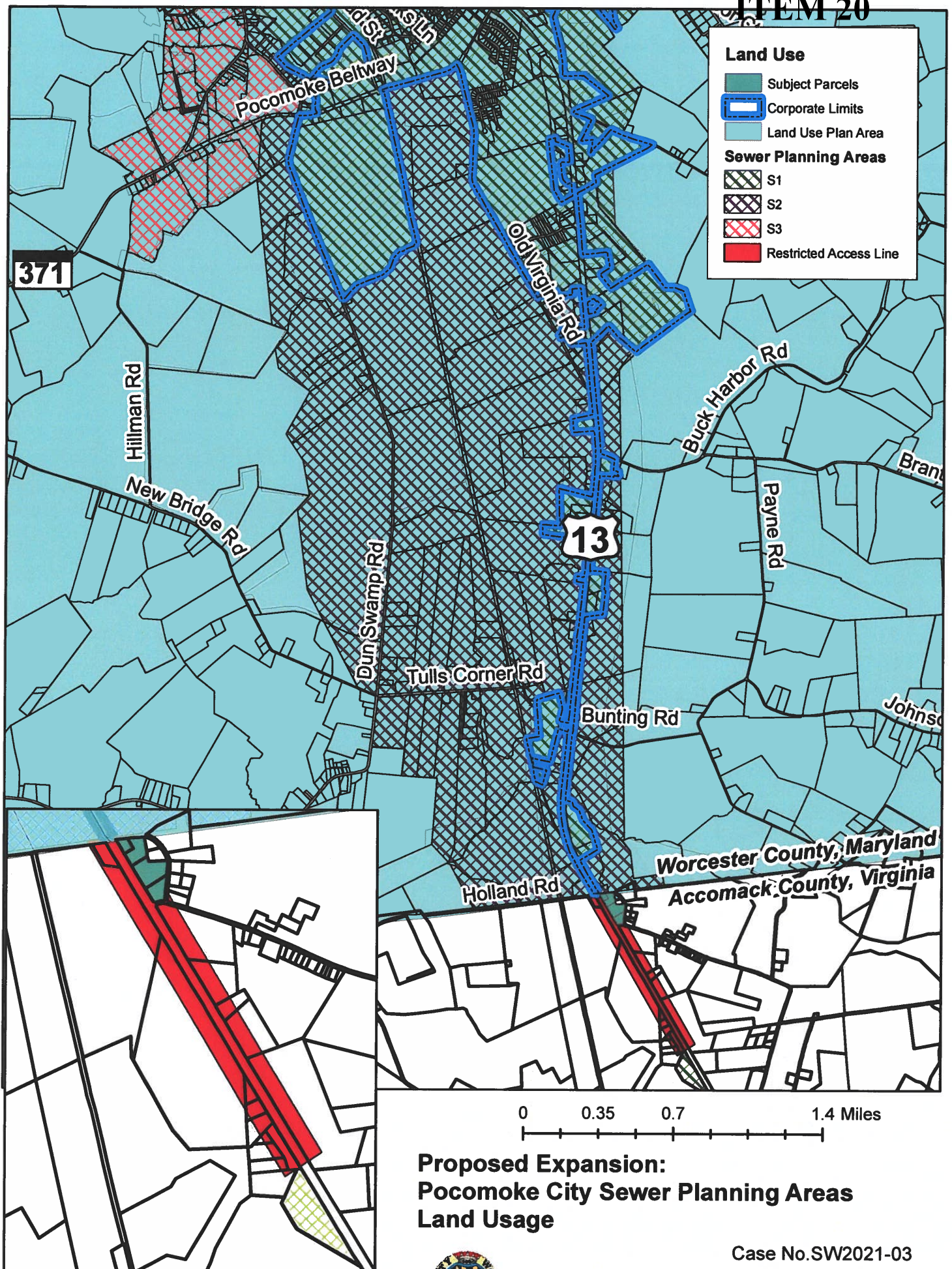






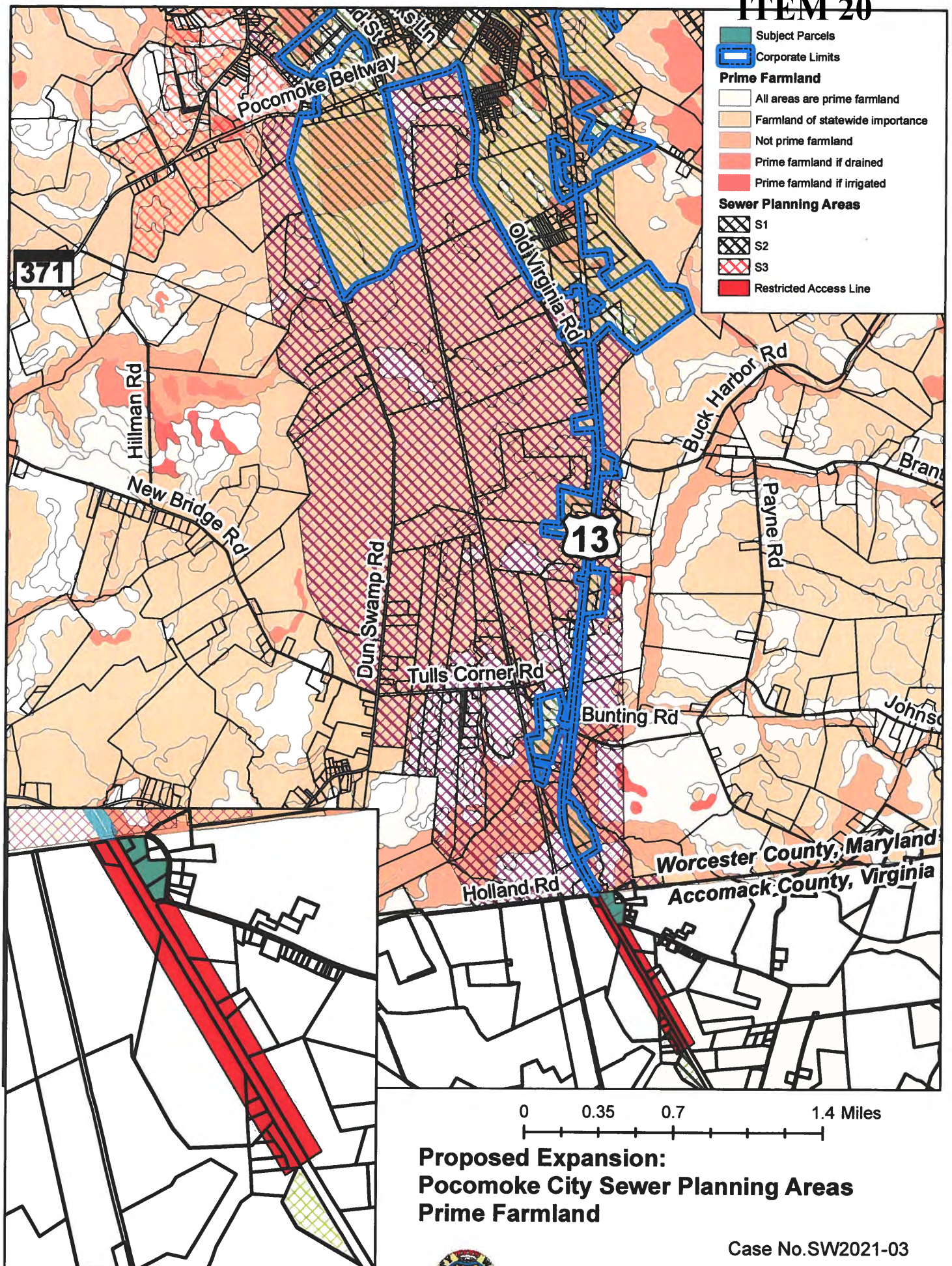




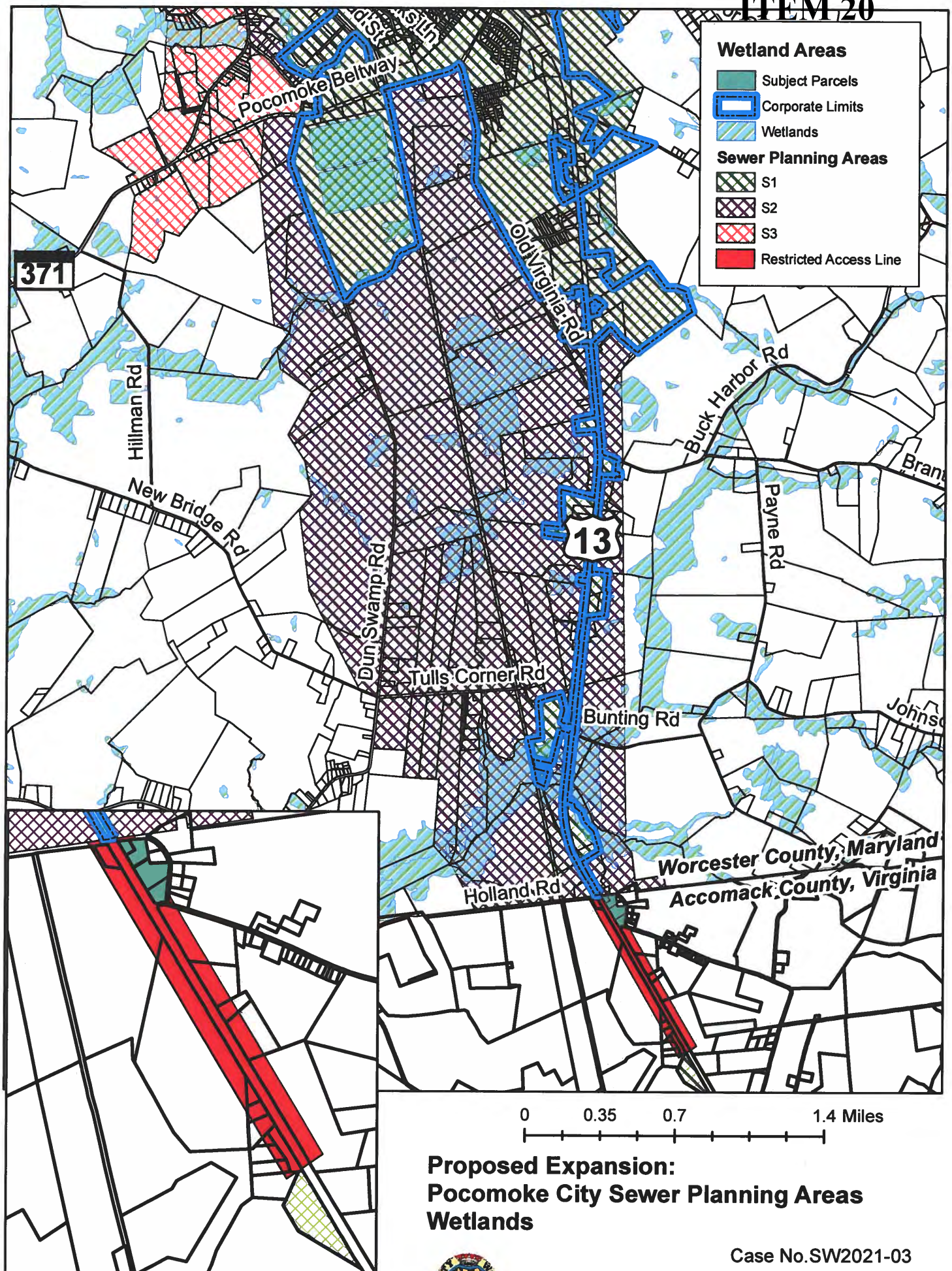




# ITEM 20









## **Attachment 2**

# **Planning Commission Minutes**

#### IV. Comprehensive Water and Sewerage Plan Amendment

- A. As the next item of business, the Planning Commission reviewed an application associated to expand the Pocomoke City sewer planning area to serve a single property, the Royal Farm store located just south of the Virginia state line in New Church Virginia in the *Master Water and Sewerage Plan (The Plan)*. The Town of Pocomoke City submitted the amendment. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission and Jeremy Mason, City Manager for Pocomoke City was also present and participated in the presentation.

Mr. Mitchell explained that the applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This flow would amount to nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under Worcester County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

Mr. Mitchell further explained that the current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. He noted that the Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option, a desire on the town's part to avoid a blighted property on a major route into town, and an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the town's part to plan for this connection. They would also like to secure a working relationship with the Royal Farms ownership group in hopes of an expansion within town limits for another store in the near future. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP. Mr. Mason confirmed Mr. Mitchell's statements and added that they do not want a blighted Rt. 13 commercial corridor and would not consider this connection, save for the fact they are already receiving the septage from the store and the connecting sewer line is already adjacent along the front of the property.

Mr. Mitchell also reviewed a previously approved amendment (SW-2003-06), that approved the corridor of properties south of the town boundary to the Virginia state line. The town has annexed the median of Route 13 to the state line and the area was designated S-1 by the same amendment. This provides adjacency of an S-1 planning area for the subject property requested in this amendment. The transmission line is

currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

Mr. Church questioned how this was advantageous if tax revenue from out-of-state companies would not benefit the Town or the County. Mr. Mitchell noted they are already servicing the station right now, as they do treat septage from septic pumpouts delivered from the Town of Chincoteague and much of the northern Eastern Shore of Virginia. It is a revenue item for the Town of Pocomoke. He also added that the elimination of the septic system was in the best interest of the watershed as this was part of the Lower Pocomoke watershed and elimination of the large septic by connection could be credited toward nutrient reduction for the Chesapeake Bay. Mr. Mason confirmed that statement and added that the revenue helps fund the salaries of his WWTP staff and helps with operating costs. Mr. Mason also stated that the oil company behind the Royal Farm store was not defunct and was an abandoned property. Since Royal Farms remodeled their store before the septic failed, they have the added expense of paying for the remodeled store and the costly pump-and-haul arrangement they are currently funding.

Mr. Wells asked if the line was sized for just the store and no other connections. Mr. Mitchell responded that the line was telescoped in size down Rt. 13 to the state line and would only be able to handle a limited number of connections. The line on the Virginia side is to be designated denied access and will only be available to the previous Travel Plaza connection and this property if approved.

Ms. Knight spoke in favor of assisting the Town with their business development efforts. Mr. Mason spoke again of not wanting to have derelict and closed commercial properties in this service corridor and their relationship with Royal Farms that they want to cultivate for additional development within the Town's corporate limits. Mr. Mitchell finished by noting the corridor's importance in the Town's comprehensive plan and the assistance and cooperation of the County in working with the Towns to help their economic development efforts noted in the County's *Comprehensive Plan*.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, and to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was 3-2 with Commissioners Church and Wells opposed. This vote is treated as a favorable recommendation.