

**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>

**February 6, 2024**

- |   |        |
|---|--------|
|   | Item # |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103<br>Government Center, One West Market Street, Snow Hill, Maryland  |        |
| 9:01 - Closed Session<br>(Discussion regarding a personnel update, requests to hire Environmental Programs Intern, PT Landfill Operator, Emergency Services Communications Specialist, requests to promote to Recreation Program Manager IV, Sergeant and Lieutenant, and certain other personnel matters, discussion of negotiating strategy for a contract, receiving legal advice, and performing administrative functions)                              |        |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance   |        |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from January 16, 2024  |        |
| 10:02 - Proclamation (2)  | 1      |
| 10:05 - Consent Agenda<br>(Power Boat Event Request, Salt Life Park Small Project Agreement, Out of State Travel Request, ARPA Fire Funding Request, Request to Bid Berlin Health Department Roof Coating, Request to Contract Pocomoke Middle School Basketball Court Fencing)   | 2-7    |
| 10:06 - Chief Administrative Officer: Administrative Matters<br>(Health Department Core Funding Match, Board of Elections Hotel Request, Fleet Maintenance Operating Hours, Vehicle Purchase WWW, Mosquito Control Over Expenditure, Bishopville Showell New Rural Legacy Area, Rural Legacy FY25 Grant Application, Cannabis State Legislation, Public Comments, Community College Cade Funding, Critical Area Commission Appointment, Board Appointments) | 8-19   |
| 12:00 PM - 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**

<b>Hearing Assistance Units Available</b> – see County Administration Office Please be thoughtful and considerate of others. <b>*Turn OFF all cell phones and notification during the meeting!*</b>
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**DRAFT**

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

January 16, 2024

Anthony W. Bertino, Jr., president  
Madison J. Bunting, Jr., vice president  
Caryn G. Abbott  
Theodore J. Elder  
Eric J. Fiori  
Joseph M. Mitrecic  
Diana Purnell

Following a motion by Commissioner Bunting, seconded by Commissioner Fiori, 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 Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton and Deputy Director Pat Walls, Library Board of Directors President Jeff Smith, and representatives from Bancroft Construction, Keller Construction, Whiting Turner. Topics discussed and actions taken included the following: hiring Katelyn Bueno as an emergency communications specialist trainee in Emergency Services, Harold Roberts and John Lacy, III as landfill operators in the Solid Waste Division, and Alonzo Davis, Neiman Holden, and Kody Jacoby as correctional officer trainees in the County Jail; promoting Senior Corporal Timothy Scott to sergeant; receiving legal advice from counsel; and performing administrative functions, including discussing board appointments, and vendor presentations from the top three bidders for the construction of a new Pocomoke Branch Library.

Following a motion by Commissioner Fiori, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 9:52 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Davida Washington of DRP 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 19, 2023 meeting as presented.

The commissioners presented a years-of-service commendation to K9 Officer Simon after serving for more than nine years with his handler, Lieutenant Christopher Larmore in the Worcester County Sheriff's Office.

Sheriff Matthew Crisafulli accepted a commendation from the commissioners on behalf

of Deputy Mark Shayne, who was named the 2023 Law Enforcement Officer of the Year for Worcester County by Mothers Against Drunk Drivers for stopping 200 impaired individuals from driving on Maryland roadways during the past two years.

The commissioners presented commendations honoring Virgil and Kenny Dukes, both of whom have served citizens as members of the Girdletree Volunteer Fire Department for seventy years. Kenny Dukes was not able to be in attendance at the meeting.

The commissioners presented a commendation to staff from Big Brothers Big Sisters of the Eastern Shore recognizing January as National Mentoring Month and encouraged those looking to make a positive difference in the community to consider becoming mentors.

Upon a motion by Commissioner Bunting, the commissioners unanimously approved by consent agenda item numbers 2-8 and 11-12 as follows: accepting the Emergency Management Performance Grant of \$76,316.98; entering into an MOU with Coastal Vida Events, LLC, for the Ride Maryland's Coast Bike Festival, Saturday, May 4, 2024; out-of-state travel request for two staff to attend the Association of Government Accountants Professional Development Training July 13 – 18, 2024; a Maryland Agricultural Land Preservation Foundation matching funds of \$90,000, for easement acquisitions; 2024 employee events and programs; allocating \$23,465 for the Sunset Avenue sewer design; bid documents for the Mystic Harbour Backwash Pond Cleaning; purchasing Pocomoke Middle School multi-sport court floor for \$148,000 from Musco Sports Lighting, LLC; letter of support to allow out-of-state RV dealers to participate in RV shows in Worcester County.

Pursuant to the request of Procurement Officer Nicholas Rice and upon a motion by Commissioner Purnell, the commissioners unanimously approved bid specifications for the Youth Care Coordination Program through the Health Department.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Fiori, the commissioners unanimously approved bid specifications for the Riddle Farm force main bypass design. In response to a question by Commissioner Bertino, Public Works Director Dallas Baker confirmed that the emergency bypass will eliminate the need to pump and haul sewage from the Riddle Farm Wastewater Treatment Plant (WWTP) to the Ocean Pines WWTP for treatment.

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, 2023. Mr. Thompson stated that this is the most important financial document the County produces each year, and it is placed on file with the federal clearing house, the State of Maryland, and many other entities the County does business with. He then reviewed the contents of the document and advised that the greatest change in the FY23 report is the impact on the Other Post-Employment Benefits (OPEB) liability for General Government, which decreased by more than \$2.1 million in in FY23. Similarly, the OPEB liability for the Board of Education (BOE) decreased by \$11.4 million at the end of FY23. In response to a question by Commissioner Bertino, Mr. Thompson advised that the decrease

was the combined result of aggressive, continued funding and implementation of the Medicare carveout in FY22, which decreased the County's liability significantly.

Mr. Thompson then announced that the County was awarded the Certificate of Achievement for Excellence in Financial Reporting for the fifteenth consecutive year by the Government Finance Officers Association (GFOA) of the United States and Canada for its ACFR for FY21. 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, Deputy Chief Administrative Officer Candace Savage, Budget Officer Kim Reynolds, Deputy Finance Officer Jessica Wilson, Tax Manager Michelle Carmean, and Enterprise Fund Controller Barbara Hitch for their contributions to the creation of this document.

Mr. Hall reviewed the Independent Auditors' Report, issuing Worcester County an unmodified opinion, which represents the highest assurance TGM can give. He then reviewed the Independent Auditor's Report and other areas of the ACFR. He commended the County's financial team for the job they do and for partnering with TGM auditors to complete this project. The commissioners thanked Mr. Hall and his team for all their work. In response to a question by Commissioner Bertino, Mr. Hall confirmed that part of the audit is assuring the proper segregation of responsibilities, and if there had been any irregularities, that finding would have been included in an audit communication.

Finance Officer Phil Thompson provided an overview of the State Department of Assessment and Taxation (SDAT) press release issued December 29, 2023 announcing that property values rose by 23.4% across Maryland and 46.1% for Worcester County following the 2023 reassessment of Ocean City Maryland. Mr. Thompson stated that this will result in a very modest overall increase of 7.97% or \$14 million in property tax revenues to the County. To clear up any public confusion regarding the wording of this State press release, he advised that the percentage increase noted in the SDAT release is a total value increase, which will either be phased in over a three-year period or limited to a 3% increase per year for those who participate in the Homeowners Tax Credit program. Mr. Thompson stated that the County has the third lowest property tax rate, and this revenue accounts for approximately two-thirds of the overall County budget.

The commissioners met in legislative session.

The commissioners conducted a public hearing to consider a request submitted by Attorney Mark Cropper on behalf of Island Resort Park, Inc. to award approximately 33.46 acres of the County's Atlantic Coastal Bays Critical Area Growth Allocation for the Island Resort Campground, located on the northerly side of Croppers Island Road in Newark and identified on tax Map 40 as Parcels 93 and 241, resulting in a reclassification of said property from Resource Conservation Area to Limited Developed Area. Environmental Programs Director Bob Mitchell reviewed the application, noting that the applicant is proposing to expand the existing campground by 62 campsites. He advised that there are currently 369.18 acres of growth allocation available, and the Planning Commission granted a favorable recommendation to the request. If the commissioners approve the request, this case will be sent to the Critical Area Commission for final approval.

Commissioner Bertino opened the floor to receive public comment.

Mr. Cropper reviewed the history of Island Resort Campground, including its prior use as a surface mine, and he advised that the proposed project received special exception approval from the Board of Zoning App, making this a legal, nonconforming use for which the county Code does allow for expansion. Therefore, the next step will be to file a request with the BZA for an expansion.

Mr. Yule, owner of the campground, advised that he would like to expand the campground to include an additional 62 sites in the existing campground, and he urged the commissioners to approve his request.

Engineer James Cook supported the proposed growth allocation and concurred with all but one exception on page 27 of the staff report that the request is consistent with the Critical Area Law. Mr. Cropper disagreed with staff's findings that the request is inconsistent with the Comprehensive Plan. He noted that staff compared this request to a rezoning; however, the two requests are not similar, as the special exception is a presumptively permitted use in the A-1 zone.

Stephan Katsanos of South Point opposed the requested growth allocation and urged the commissioners not to act on this request.

Commissioner Mitrecic read an email from Judy and Brian Wilbur of Croppers Island Road opposing the proposed growth allocation and campground expansion, but asked for certain studies and traffic calming measures be implemented in the event that the commissioners are inclined to approve the request.

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

In response to questions by Commissioner Bertino regarding Mr. Cropper's disagreement with staff's findings regarding the consistency with the Comprehensive Plan, Mr. Mitchell stated that staff did not ignore literal inconsistencies with the plan, but acknowledged that the existing campground was granted a special exception. He stated that staff comments were an initial take on the application for any campground in the agricultural zone. Environmental Programs Deputy Director David Bradford reviewed the environmental impacts for the project, including planting more trees than those to be removed, installing 21 acres of forest conservation area, and implementing stormwater management and wetland delineation. He stated that the County has only used 75 acres of growth allocation to date, and staff considers this request to be a good use of that growth allocation. Mr. Mitchell concurred, noting that the water quality in the Newport Bay has improved according to the Maryland Coastal Bays Program's most recent report card.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the requested growth allocation and accepted the Findings of Fact.

The commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review a text amendment application submitted by Hugh Cropper to add a special exception use in the C-2 General Commercial District to allow multi-family dwelling units to be detached from the principal commercial structure. Ms. Keener stated that this mirrors what the commissioners recently approved in the C-3 Highway Commercial District.

Following some discussion, Commissioners Elder, Mitrecic, and Purnell introduced the aforementioned text amendment and agreed to schedule a public hearing on the bill.

**DRAFT**

The commissioners met with County Attorney Roscoe Leslie to review a text amendment application drafted by staff to make minor changes to the Ethics Ordinance to comply with State law. Mr. Leslie stated that this is a housekeeping measure.

Following some discussion, Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell introduced the aforementioned text amendment and agreed to schedule a public hearing on the bill.

The commissioners adjourned their legislative session.

The commissioners met with Procurement Officer Nick Rice to discuss the five proposals submitted for the construction manager at risk services for the new Pocomoke Branch Library project. Mr. Rice advised that staff evaluated and ranked the proposals, and earlier that morning the commissioners and staff interviewed the three, top-ranked firms: Bancroft Construction, Keller Construction Management (The Design Group), and Whiting -Turner.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously accepted the proposal from Keller Construction Management as presented.

Information Technology Director Brian Jones provided an update on County partnerships with Choptank, Talkie, Maryland Broadband Cooperative, and Simple Fiber to extend the availability of broadband to unserved and underserved areas of the County. He stated that in 2021 over 6,400 homes in the County had no access to broadband; however, upon completion of currently planned projects, over 5,000 homes will have access to broadband internet services. He then reviewed broadband initiatives in the County, which include but are not limited to the following: Choptank has already hooked up 470 residents, Talkie has made service available to 558 homes, Simple Fiber is actively installing fiber in Pocomoke City, and MdBC has deployed next generation of middle-mile optical equipment through Points of Presence on the Lower Eastern Shore, will upgrade to 10 Gigabit cell service at all MdBC served towers in the County by the end of 2024, expanded its footprint of service offerings, and is working directly with the above providers to distribute grant funds for local projects. He also reviewed ongoing and upcoming projects, as well as federal and state grants awarded to the County. He noted that the cost to extend broadband to the rural areas of the County was estimated to cost \$77 million; however, through aggressively applying for and being awarded a mix of federal and state grants, the County has only expended \$96,000 in matching funds to date. He concluded that a map showing the progress of fiber installation in the County will be available for public viewing on the County website, so residents may identify and contact service providers in their area.

The commissioners thanked County staff and the providers for their aggressive schedule to make broadband service available to County residents.

Budget Officer Kim Reynolds presented the schedule for the requested FY25 County Operating Budget, with budget work sessions to take place April 9 and 16, the public hearing on May 7, and budget work sessions to balance the budget and consider personnel matters on May 14 and May 21 (if needed). In response to questions by Commissioner Bertino, Chief Administrative Officer Weston Young confirmed that he will be meeting with Board of Education officials later this month to discuss budget formatting.



Emergency Services Director Billy Birch and Deputy Director James Hamilton met with the commissioners to seek approval for an over expenditure to purchase L3Harris radios at discounted costs of 54% to 64% to update the County's cache of radios. Mr. Birch reviewed the details and proposed four potential purchase options. In response to questions by Commissioner Bertino, Mr. Hamilton advised that the new radios would be distributed to the Sheriff's Office, with older models to be passed on to non-public safety agencies, like Public Works, and eliminate radios that are 20 years old. In response to questions by Commissioner Bunting, Mr. Hamilton explained that the sale models are of equal value and include additional features not available on than the existing models. In response to questions by Commissioner Bertino regarding potentially funding sources in the event that the commissioners approve the purchase of radios, Deputy Chief Administrative Officer Candace Savage recommended utilizing Local Impact Grant (LIG) funds from the Casino at Ocean Downs. There is currently \$2 million available in LIG funding, and Ms. Savage recommended holding a contingency fund of at least \$1 million.

Following much discussion and upon a motion by Commissioner Bunting, the commissioners unanimously approved Option 2 at a cost of \$338,914.60 to purchase 17 mobiles and 58 portables for fire and EMS agencies and 41 portables for the Sheriff's Office. This represents a savings of \$569,930.90.

Pursuant to the recommendation of Procurement Officer Nick Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously accepted a proposal from Value Carpet One for the purchase and installation of vinyl flooring in the patient and surgical areas of the Berlin Dental Clinic and to install carpeting in other areas of the building at a total cost of \$39,454. Mr. Rice explained that the inclusion of carpet installation will result in a budget overage of \$4,454; however, funding is available within Assigned Funds to cover the overage.

Pursuant to the recommendation of Mr. Rice and upon a motion by Commissioner Bunting, the commissioners unanimously accepted a proposal from Value Carpet One to replace the carpet at the Health Department in Snow Hill at a total cost of \$78,628.89 utilizing assigned fund balance.

Pursuant to the recommendation of Mr. Young and upon a motion by Commissioner Bunting, the commissioners unanimously authorized County staff to meet with Town of Ocean City officials to discuss options to improve sewer capacity in West Ocean City.

The commissioners met with Mr. Young to discuss correspondence from the Town of Ocean City advising that the town has agreed to a request from Diakonia to connect to the WOC sewer collection system utilizing the town's sewer capacity in exchange for a deed restriction on the property. Town officials further advised that sewer capacity to Diakonia would not count toward the existing one million gallons per day of treatment allocation reserved for the WOC service area nor would the town charge Diakonia any equity fees to acquire this allocation. Mr. Young noted that the proposed project falls within the Mystic Harbour service area, which is currently at capacity and unable to provide sewer capacity to this and several other requested projects. Therefore, he advised that staff is requesting guidance regarding whether Environmental Programs should proceed with modifying the WOC service area to include the

project to allow Diakonia to bypass the adjacent Mystic Harbour collection system and connect directly to the WOC collection system.

Commissioner Mitrecic commended the service that Diakonia provides. He noted that Diakonia contacted the town directly to secure the necessary flow, they are not asking for anything from the County, and he concluded that allowing them to tie into the WOC collection system is the right thing to do. Commissioner Fiori agreed that Diakonia provides necessary services, but stated that the County must maintain a level playing field when approving sewer projects, and it would not be fair to give this project an advantage that is not currently available to others. In response to a question by Commissioner Elder, Mr. Young advised that the only cost to the County would be staff time, albeit likely significant staff time. Commissioner Bertino stated that no other entity outside of the County should be determining future growth within unincorporated areas, and stressed that those residing or doing business in unincorporated areas should not attempt to circumvent that process by requesting service from a municipality. He also urged Mr. Young to share the details of today's conversation when he meets with Ocean City Town Manager Terry McGean later this month. Commissioner Abbott stressed that negotiating with Ocean City officials is the best course of action to secure the sewer needed for shovel-ready projects.

Following much discussion, a motion by Commissioner Mitrecic to approve the request to allow Diakonia to connect to the WOC sewer collection district failed 3-4, with Commissioners Elder, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, Bunting, and Fiori voting in opposition.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to reappoint Marlene Ott to the Planning Commission and to appoint Kathy Drew to the Planning Commission and Stephen Kolarik, Jr. to the Economic Development Advisory Board.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to reappoint Kenneth Lambertson to the Board of Electrical Examiners and to appoint Kathleen Palmer to the Commission for Women.

Upon a nomination by Commissioner Purnell, the Commissioners unanimously agreed to appoint Michael Trader to Drug and Alcohol Abuse Council (DAAC) and to reappoint Jim Freeman and Mimi Deen to the DAAC and Dr. Mark Bowne to the Local Management Board.

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

Pursuant to the request of Ann Coates and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter to Maryland Transportation Secretary Paul J. Wiedefeld seeking his support to expedite drainage improvements on MD Rt. 12 north of the drawbridge in Snow Hill. This project was included in the County's 2023 State Transportation Priorities letter to the State, as this designated evacuation route floods even during moderate rain events, making it impassable when the route is needed most.

Commissioner Mitrecic addressed an editorial in Maryland Coast Dispatch condemning the commissioners for being one of the few entities in the State that does not allow public comments during meetings. He stated that it is important for the public to have a voice before



government and favored allowing comments at the commissioners' meetings. Commissioners Elder and Purnell concurred. Commissioners Abbott and Bertino both noted that they host town hall events and maintain open-door policies and welcome constituents to contact them directly, and these methods are very effective in addressing public concerns. Commissioner Bertino stated that it has been his experience that public comments do not necessarily provide more effective government, as they are a one-way conversation. Whereas, two-way conversations that offer real results have proven success.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners voted 5-2, with Commissioners Bertino and Bunting voting in opposition, to direct staff to develop a vehicle for their consideration that would permit public comments at future commissioners' meetings.

Mr. Young informed the commissioners and the public that Representative Andy Harris will host a public form in Ocean City Saturday, January 20, at 2 p.m. on the harmful effects offshore wind industrialization is having on marine life, the environment, and the economy. Commissioner Mitrecic agreed to attend and speak in opposition to the project on behalf of the commissioners.

The commissioners answered questions from the press, after which they adjourned to meet again on February 6, 2024.

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



OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E  
CHIEF ADMINISTRATIVE OFFICER  
CANDACE I. SAVAGE, CGFM  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

COMMISSIONERS  
ANTHONY W. BERTINO, JR., PRESIDENT  
MADISON J. BUNTING, JR., VICE PRESIDENT  
CARYN G. ABBOTT  
THEODORE J. ELDER  
ERIC J. FIORI  
JOSEPH M. MITRECIC  
DIANA PURNELL

## PROCLAMATION

**WHEREAS**, during Black History Month, we celebrate African Americans from Worcester County whose championing of liberty and equality for all, promotion of community, and unifying voices are shaping the very fabric of local history; and

**WHEREAS**, we recognize the historic contributions of individuals, like former Commissioner James L. Purnell, Jr., who fought to replace the at-large election system with district voting to maintain a majority minority district; Leola M. Smack, the first black educator at Buckingham Elementary School, who developed programs that empower at-risk youth; and Patrick Henry, a local artist of great renown whose work conveys the people, places, and things that are integral to the Eastern Shore and whose mentorship is inspiring new artists to step forward into the public square.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February 2024 as **Black History Month** and encourage citizens to visit historic places and take part in activities that help to capture Worcester County’s diverse people and history.

Executed under the Seal of the County of Worcester, State of Maryland, this 6<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Four.



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Anthony W. Bertino, Jr., President

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Madison J. Bunting, Jr., Vice President

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Caryn G. Abbott

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DIANA PURNELL

## PROCLAMATION

**WHEREAS**, we join with health professionals from the Worcester County Health Department, which operates the Worcester County Dental Center (WCDC), to highlight February as National Children’s Dental Health Month; and

**WHEREAS**, the WCDC, which has provided dental services to thousands of children and pregnant women since opening in 2011 and completes approximately 2,500 appointments annually, focuses on prevention and education by emphasizing the need for each child to see the dentist by “first tooth or first birthday.” We recognize that the WCDC has become a cornerstone of community health for its role in helping area children establish a lifetime pattern of positive oral health habits.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February 2024 as **Children’s Dental Health Month**.

Executed under the Seal of the County of Worcester, State of Maryland, this 6<sup>th</sup> day of February, in the Year of Our Lord Two Thousand and Twenty-Four.



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

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

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



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: January 29, 2024

SUBJECT: Power Boat Race Request – June 7 – 9, 2024

Please find attached a Special Event application from Frank Miller, Director of Special Events Department with the Town of Ocean City, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed RWO (Race World Offshore) Power Boat Races on June 7- 9, 2024. The Recreation & Parks Department has reviewed this request and supports the request.

His request includes:

1. Use of two-thirds of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of parking spaces for vessel fueling.
3. Use of two (2) recreational boat launches.
4. Use of Governor's Dock area for crane usage
5. Use of traffic cones and barriers provided by the county.

In as much, if you approve, we are recommending the following information for Mr. Miller to be required:

1. Provide a list of activities for the day of the race.
2. Work with the Parks Department on the parking lot set-up.
3. Work with the Parks Department on trash removal daily with final clean up inspection.
4. Continued use of the recreational boating side of the ramp (1 ramp).
5. Provide for any security and traffic control during use and coordination with the County Sheriff's department including overnight hours.
6. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
7. Not to block any of the handicapped parking spaces available next to the public restrooms.
8. Provides the required insurance naming Worcester County as insured.
9. Acknowledges all the required permitting for the operation of the event.
10. Provide promotion to Worcester County, Maryland's Coast.
11. Operation of any music or public address system in accordance to any and all Worcester County codes.

Should you have any questions, please feel free to reach out at your convenience.

Attachments

cc: Jacob Stephens, Parks Superintendent  
Matt Crisafull, Worcester County Sheriff

## SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

### GENERAL EVENT & CONTACT INFORMATION

Event Type:  Community Event     Athletic Event     Other: \_\_\_\_\_  
 Name of the Event: RWO PowerBoat Races    Contact Person: Frank Miller, Special Events Director  
 Event Organization: Town of Ocean City, MD    Select Entity:  For-Profit     Non-Profit  
 Address: 4001 Coastal Highway  
 City: Ocean City    State: MD    Zip: 21842  
 Cell Phone: 443-235-4432    Email: fmiller@oceancitymd.gov  
 Date(s) of Event: June 7-9, 2024    Rain Date(s): NA  
 Times of Event: See Attachment    Time Set-up Begins: See Attachment    Time Clean-up Ends: See Attachment

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes  No

Purpose of the Event (include additional page if needed):

Host Powerboat Race in Atlantic Ocean with "Wet Pits" at Worcester County West Ocean City Sunset Commercial Harbor. This is a different organization from previous boat race events held locally. Town of Ocean City (TOC) is primary for public spectator side of event and Race World Offshore (RWO) is primary on all race operations and venues. Phil Houch will still be involved but as a Consultant to the TOC, RWO and County.

Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

Wet Pits will utilize two (2) access ramps (4 of 6) recreational boat launch ramps and two thirds of the parking lot in hybrid use as per diagram. Latter will host large crane for hoisting large boats into water as well as race boat trailer parking (similar to previous years). Vessel fueling area is denoted. RWO will act as primary at Wet Pit location overseeing all operations, staffing and site communications. See attached additional venue use description.

### ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

	Staff/Volunteers	Participants	Spectators	Exhibitors/Vendors
Total:	<u>30+</u>	<u>60 forecasted</u>	<u>20,000 est.</u>	<u>None at Wet Pits</u>
% Traveling 30+ miles:	<u>15% est.</u>	<u>85% est.</u>	<u>35% est.</u>	<u>50% est.</u>

## SPECIAL EVENT APPLICATION

### PLANNING DETAILS

- Will a door and/or registration fee be charged? Yes [ ] No   
If Yes, please elaborate: Access to Wet Pits: No charge to general attendees (public)
- Will tents be used for the event? Yes  No [ ]  
If Yes, list number, size and type of tents: Possible 10x10 tents for race officials/site coordinators
- Will air-inflated structure(s) be used? Yes [ ] No   
If Yes, list number, size and type: \_\_\_\_\_
- Will banners or signs be used at the event? Yes  No [ ]  
If Yes, please elaborate: Directional/instructional only for this operational site
- Are you requesting road closures? Yes [ ] No  If Yes, please provide details on your site map.  
If Yes, what arrangements have been made for traffic control? \_\_\_\_\_
- Are you requesting any special parking needs? Yes  No [ ] If Yes, please provide details on your site map.  
If Yes, please elaborate: Use of Sunset Commercial Harbor lot as described herein
- Are you requesting on-scene law enforcement? Yes  No [ ]  
If No, what arrangements have been made for on scene security and crowd control? Assistance with security and lot traffic control needs if services are approved by County and law enforcement body
- Are you requesting on scene medical assistance beyond a normal emergency response? Yes [ ] No   
If No, what arrangements have been made? RWO will provide professional medical staffing
- Will amplified sound be used? Yes [ ] No   
If Yes, please elaborate: Not at Wet Pits location
- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes [ ] No   
If Yes, please elaborate: Not at Wet Pits location
- Do you plan to sell or distribute food? Yes [ ] No   
If Yes, please elaborate. If interested in the use of a concession stand, please indicate it here: \_\_\_\_\_  
Not at Wet Pits location (subject to revision)
- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. Work with County to meet expectations and needs
- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes [ ] No   
If Yes, please elaborate: \_\_\_\_\_



## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

**POINT OF CONTACT:** WCRP will be the primary contact for all communications with other impacted Worcester County Departments. Applicant must not contact other departments directly unless authorized by WCRP in writing.

**INSURANCE AND LIABILITY:** All risk are the responsibility of the Event Organizer. There is no insurance or indemnity provided by Worcester County protecting the Event Organizer. The Event Organizer is required to show certificate of insurance for Applicant in the amount \$1,000,000 combined single limit. The Event Organizer must indemnify the County Commissioners of Worcester County, Maryland and its officials, employees, and agents from all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees) incurred by the County or any of its officials, employees, or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Event Organization or by its members, employees, agents or invitees and program participants. The Event Organizer must include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance. The Certificate of Insurance must be submitted 30 days before the event.

**NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.

**ELECTRICITY:** All electricity requirements beyond those that already exist at the proposed event location must be provided by an licensed electrician contracted by the Event Organizer. No alterations to existing electrical components is permitted without the approval by WCRP. Generators are highly encouraged when additional electricity is needed.

**TENTS AND INFLATABLE STRUCTURES:** Any tent, canopy, or membrane structures to be erected that measures larger than 12' long OR wide must be preapproved by WCRP. All such structures will be subject to inspection by the Worcester County Fire Marshall. Inflatable displays and play structures may be permitted, but must be pre-approved. A photograph of the intended display with dimensions must be included before approval can be considered. Please make sure to clearly indicate the intended locations of these structures on your site layout.

**BANNERS AND SIGNAGE:** Banners and signage content is subject to approval by WCRP. Placement and removal of banners and signage is the responsibility of the Event Organizer, but location and means of hanging must be approved by WCRP. Please make sure the clearly indicate the intended locations for banners on your site layout.

**ROAD CLOSURES AND PARKING NEEDS:** A state highway permit must be obtained for use of any state property (roads, highway, etc.) This is the responsibility of the applicant independent of the WCRP application process. Event Organizer must keep WCRP notified of all steps and approvals related to such efforts. Non-state roads affected by the event must be reviewed by WCRP for consideration of closure or traffic modification through the application process. If a municipal lot is required for the event, whether for parking or placement of the event footprint, Event Organizer must contact appropriate parties for approvals. Event Organizer must provide said approvals in writing to WCRP. Please make sure to clearly indicate these areas on your site layout.

**SECURITY AND PUBLIC SAFETY :** It is the Event Organizers responsibility to provide security through the Worcester County Sheriff's Department or an approved private entity, if it is deemed necessary by the Worcester County Sheriff's Department. The appropriate number of extra-duty and/or on-duty officers will be determined by the Sheriff or his/her designee in consultation with the Event Organizer. The Event Organizer will be responsible for all costs determined by the Chief of Police.

## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

**SANITATION:** Event Organizer agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash. Upon conclusion of the event, all County trash cans must be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mash receptacles). Event Organizer of large events may be required to provide dumpster. Violation of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.

**ALCOHOL:** Only non-profit groups may request to sell alcoholic beverages at an event and must obtain a license from the Worcester County Board of License Commissioners. A "One Day Alcohol Permit" application with a Worcester County Commissioner's signature must be submitted to the County a minimum of 14 days prior to the event, along with the permit fee. A copy of the approved permit must be forwarded to WCRP at least 7 days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

**PORTALETS AND HANDWASHING:** Event Organizer must provide adequate on-site portlets to facilitate the specific needs of their event. Events that are partnered with WCRP are not exempt from this requirement and are responsible for the costs incurred. Handicapped accessible portlets and handwashing stations are required. All portlets must be maintained daily if contracted for a multiple day event.

**FOOD SALES & CONCESSIONS:** If the event includes food, the Event Organizer is responsible for arranging for all food permits 4 weeks prior to the event from the Worcester County Health Department. Depending on the facility, WCRP may be able to offer use of a concession stand during the event. A fee may be required per booth per event. Inspectors have the right to close booths operating outside of health regulations. All permits must be clearly displayed. Event Organizer is responsible for all clean-up including grease and dump water removal

**VENDING:** The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

**SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION**

Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name Frank C. Miller Signature: \_\_\_\_\_

Title/Position: Director, Special Events Dept., Town of Ocean City, MD Date: 1/23/2024

**OFFICE USE ONLY:** Application Received on: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Application forwarded to the following departments for review: \_\_\_\_\_

Application status:

Accepted

Accepted pending the following: \_\_\_\_\_

Rejected due to the following: \_\_\_\_\_

Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

**ATTACHMENT TO COUNTY PERMIT APPLICATION**



**June 8-9, 2024  
Ocean City, MD**

**KEY CONTACTS:**

**RWO**

Rodrick Cox  
PRINCIPAL  
704-896-2323 w  
rodrick@coxgp.com

**Ocean City**

Frank Miller  
SPECIAL EVENTS  
443-235-4432 c  
fmiller@oceancitymd.gov

**Ocean City**

Brenda Moore  
SPECIAL EVENTS  
410-520-5182 w  
bmoore@oceancitymd.gov



**SPECIAL  
EVENTS**

RWO and the Town of Ocean City, MD respectfully request consideration for the for County needs related to the production and execution of the proposed **2024 RWO Powerboat Races**, June 8-9, 2024 with operational activities at the County site beginning as early as Wednesday, June 6, 2024.

RWO, the race organizer, is anticipating 40 - 45 race boats for event over the course of the two days of racing. Race Teams are proposed to maintain “Dry Pits” at the Roland Powell Convention Center and “Wet Pits” at the Sunset Commercial Harbor in support of the off shore race held east of the barrier island of Ocean City.

The request for use of County space and services includes the following:

1. Use of portions of Worcester County Sunset Commercial Harbor.  
[See diagram, main set up - June 7]
  - a. Four of six public boat ramps (June 8-9, 6:00-17:00 hours)
  - b. Space east of restroom structure for crane operations  
(Arrival: June 7/8, Active: June 8-9, 6:00-17:00 hours)
  - c. Parking lot space for vessel fueling (June 8-9, 6:00-17:00 hours)  
RWO provides fuel truck
  - d. Access to water spigots on south side of parking lot  
RWO to provide garden hose splitter per connection point  
(Boat wash: June 6-9, 6:00-20:00 hours)  
(Engine flush: June 8-9, 6:00-17:00 hours)
  - e. Race truck/trailer parking on west side of parking lot  
(June 8-9, 6:00-17:00 hours)
  - f. Use of Governors Dock/slip(s) as Crane drop/hoist area  
(June 8-9, 6:00-17:00 hours)
  - g. Use of portable generators at site [if required]
2. Areas sectioned off and identified as “closed to public use” as per diagram on scheduled dates following County Commission approval.
3. Assistance with traffic monitoring/management at Harbor site by Worcester County Sheriff’s Department.
4. Appropriate refuse management devices/liners and refuse removal.
5. Permission to place 10x10 tents (up to 5) for race operations staff and possible retail sales [subject to non-use].
6. Permission to place vertical banner flags at site.
7. Water flow meters for spigots if required by County.





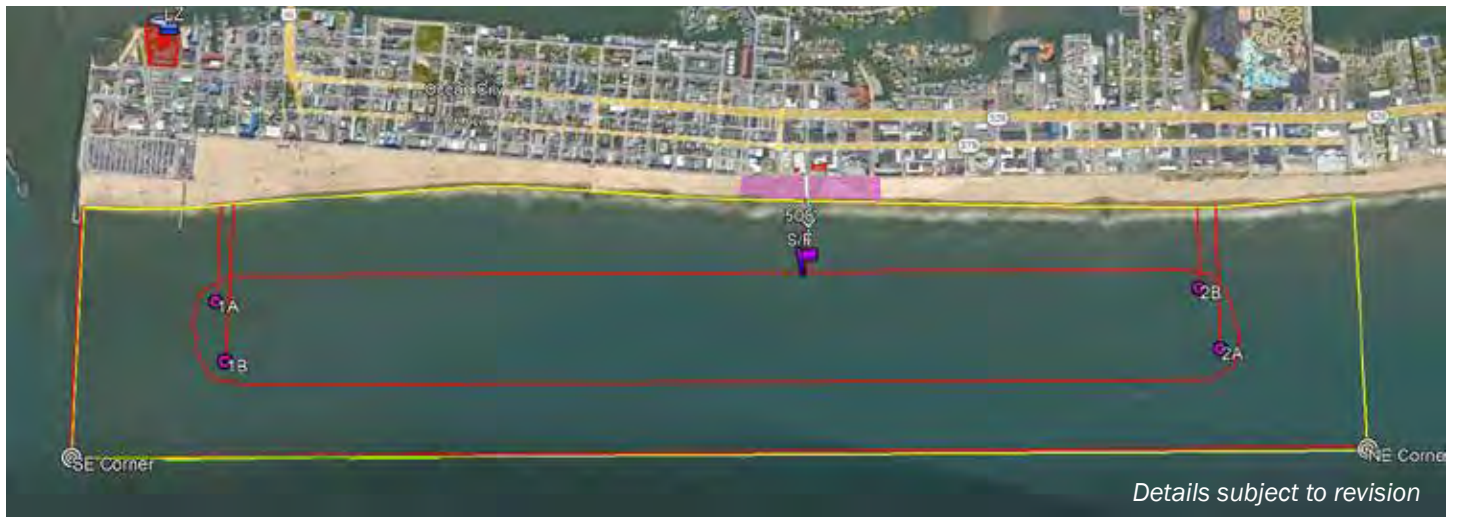
# ITEM 2

Below is a diagram illustrating breakdown of space usage for the race event. Images are representative of race team activity within the Wet Pit location. Large tents and canopies, non-boat trailer rigs will be housed at the Convention Center Dry Pits site.



Details subject to revision

Course layout in Atlantic Ocean



Details subject to revision

# ITEM 2

## OPERATIONAL EVENT TIMELINE

Details subject to revision

Date	Site of Work	Start Time	End Time	Responsible Party	Task to be completed
Wednesday, June 5, 2024	Dry Pits	9:00 AM	5:00 PM	RWO	First Race Team Arrivals
Thursday, June 6, 2024	Dry Pits	8:00 AM	5:00 PM	RWO	Early Race Team Arrivals
Thursday, June 6, 2024	Wet Pits	6:00 AM	8:00 PM	RWO	Boat Wash area open for use
Friday, June 7, 2024	OCCC	9:00 AM	5:00 PM	RWO	Participant Registration
Friday, June 7, 2024	OCCC	9:00 AM	5:00 PM	RWO	Participant Inspections
Friday, June 7, 2024	WOC P&R	10:00 AM	4:00 PM	RWO	Vessel Fueling Open
Friday, June 7, 2024	TBD	10:00 AM	3:00 PM	RWO	Dunker Testing
Saturday, June 8, 2024	OCCC	8:00 AM	8:30 AM	RWO	Saturday Race - Team Physicals
Saturday, June 8, 2024	OCCC	8:30 AM	9:15 AM	RWO	Drivers Meeting
Saturday, June 8, 2024	Race Control - Holiday Inn 16th	8:30 AM	TBD	RWO	Course Ready [Course Marshals]
Saturday, June 8, 2024	Wet Pits	9:00 AM	4:00 PM	RWO	Crane opens for vessel launch
Saturday, June 8, 2024	Wet Pits	9:00 AM	4:00 PM	RWO	Controlled Boat Ramps open
Saturday, June 8, 2024	WOC P&R	9:30 AM	4:00 PM	RWO	Vessel Fueling Open
Saturday, June 8, 2024	Race Course	9:45 AM	TBD	RWO	Safety vessels in course positions (2)
Saturday, June 8, 2024	OCCC	9:00 AM	TBD	RWO	Final Registrations
Saturday, June 8, 2024	OCCC	10:00 AM	TBD	RWO	Final Inspections
Saturday, June 8, 2024	Race Course	10:00 AM	12:30 PM	RWO	Offshore Practice Testing Window
Saturday, June 8, 2024	Race Course	12:30 PM	TBD	RWO	Race Support vessels in position; role call
Saturday, June 8, 2024	Race Course	1:00 PM	2:00 PM	RWO	RACE 1: Mod-V / Stock-V
Saturday, June 8, 2024	Race Course	2:00 PM	3:00 PM	RWO	RACE 2: Super Stock
Saturday, June 8, 2024	Race Course	3:00 PM	TBD	RWO	Safety vessels in course positions (2)
Saturday, June 8, 2024	Race Course	3:00 PM	4:00 PM	RWO	Offshore Practice Testing Window (FINAL)
Saturday, June 8, 2024					
Sunday, June 9, 2024	OCCC	7:30 AM	8:00 AM	RWO	Sunday Race - Team Physicals
Sunday, June 9, 2024	OCCC	8:00 AM	8:15 AM	RWO	Chapel Service
Sunday, June 9, 2024	OCCC	8:00 AM	8:15 AM	RWO	Mandatory Drivers Meeting
Sunday, June 9, 2024	WOC P&R	8:00 AM	3:00 PM	RWO	Vessel Fueling Open
Sunday, June 9, 2024	Wet Pits	9:00 AM	4:30 PM	RWO	Crane opens for vessel launch
Sunday, June 9, 2024	Wet Pits	9:00 AM	4:30 PM	RWO	Controlled Boat Ramps open
Sunday, June 9, 2024	Race Control - Holiday Inn 16th	9:30 AM	TBD	RWO	Course Ready [Course Marshals]
Sunday, June 9, 2024	Race Course	9:45 AM	TBD	RWO	Race Support vessels in position; role call
Sunday, June 9, 2024	Race Course	10:00 AM	10:45 AM	RWO	RACE 1: Bracket 4, 5, 6, 7
Sunday, June 9, 2024	Race Course	11:00 AM	11:45 AM	RWO	RACE 2: Bracket 2, 3, 4 (Start 1)
Sunday, June 9, 2024	Race Course	11:00 AM	11:45 AM	RWO	RACE 2: VX/EXT (Start 2)
Sunday, June 9, 2024	OC Municipal Airport (OXB)	11:45 AM	12:00 PM	RWO	Helicopter Refueling
Sunday, June 9, 2024	Race Course	12:15 PM	1:15 PM	RWO	RACE 3: Stock 450
Sunday, June 9, 2024	Race Course	1:15 PM	2:00 PM	RWO	RACE 4: Super Cat
Sunday, June 9, 2024	OC Municipal Airport (OXB)	2:00 PM	2:15 PM	RWO	Helicopter Refueling
Sunday, June 9, 2024	Race Course	2:30 PM	3:30 PM	RWO	RACE 5: Class 1
Sunday, June 9, 2024	OCCC	6:00 PM	7:30 PM	RWO	Awards Ceremony & After Party?





TEL: 410-632-5623  
FAX: 410-632-1753  
WEB: co.worcester.md.us



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

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

**CHRISTOPHER CLASING, P.E.**  
DEPUTY DIRECTOR

**TO:** Weston Young P.E., Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
**FROM:** Christopher S. Clasing, P.E., Deputy Director *Chsdy*  
**DATE:** January 29, 2024  
**SUBJECT:** Water & Wastewater Division – Small Project Agreement  
Salt Life Park

---

Enclosed for Commissioner review and approval is a Small Project Agreement for the Salt Life Park project. This project will extend public water service from Mystic Harbour Service Area and sewer service via the West Ocean City Sanitary Service Area to a total of 34 single family homes in the community.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Salt Life Park LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement has been reviewed by the County Attorney and it is now being presented for approval.

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

Attachments

CC: Dallas Baker, Jr., P.E., Director  
Tony Fascelli, Water & Wastewater Superintendent



WORCESTER COUNTY  
SMALL PROJECT  
WASTEWATER AND/OR WATER AGREEMENT  
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 31 day of DECEMBER, 2023, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of West Ocean City Sanitary Service Area and Mystic Harbour Water Service Area, hereinafter called "Service Area" and Mark R. Odachowski, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Salt Life Park hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:

Deed Reference 6999/0394 Tax Map 26 Parcel 191

C. SERVICE TO BE PROVIDED Gravity sewer to include an extension of the existing sewer main with new service connections, and extension of the existing water main with new service connections; a total service expansion of thirty-four (34) EDUs.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by December 1, 2023 complete construction by December 1, 2024 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

## E. SPECIAL REQUIREMENTS

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## F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

## G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees and costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$ 2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

## H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve no additional development at this time, as no additional EDUs purchased, and the potential to extend mains and services are unlikely at the westerly end of the development.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

## I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable

governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

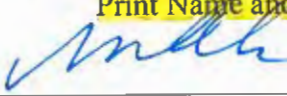
\_\_\_\_\_  
 Weston Young, P.E.  
 Chief Administrative Officer

\_\_\_\_\_  
 (SEAL)  
 Anthony W. Bertino, Jr., President

Witness:

DEVELOPER

\_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 Mark R. Odachowski, Owner  
 Print Name and Capacity  
  
 -PRESIDENT  
 (SEAL) SALT LIFE PARK LLC  
 Signature



EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL:410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services  
Re: Out of State Travel Request – 2024 FEMA Region 3 Hurricane Tabletop Exercise  
Date: January 23, 2024

**Out of State Travel Request**

**Emergency Services**  
Department

**1**  
# of Attendees

**100.1102.044.7000.100**  
GL Account Code

**Philadelphia, PA**  
Destination

**4/15/2024**  
Depart

**4/18/2024**  
Return

Purpose of Travel: I am requesting authorization for Emergency Services staff to attend the 2024 FEMA Hurricane Tabletop Exercise. This exercise will enable our staff member to gain up to date educational content, various training sessions, and networking opportunities. Funding is available in the FY24 budget for this event.

Estimated Costs:	Lodging	<u>\$630</u>
	Meals	<u>\$316</u>
	Other (Parking Fees)	<u>\$100</u>
	<b>Total</b>	<b><u>\$1,046</u></b>



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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 6, 2024  
RE: Ocean City Volunteer Fire Company ARPA Funding Request

---

On July 5, 2022 the Commissioners voted to allocate \$1.5 million of ARPA funding to fire and EMS, with the fire and EMS companies to determine the highest priority items. Please see the following request from the Ocean City Volunteer Fire Company for your approval.

Ocean City Volunteer Fire Company – Requesting \$6,844 for a station expansion project to house volunteer personnel.

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





## OCEAN CITY VOLUNTEER FIRE COMPANY, INC

To Whom it May Concern,

I am writing to request \$6,844.00 ARPA funds to be forwarded to the Ocean City Volunteer Fire Company for a station expansion project to house volunteer personnel. These funds will be used to pay Carpenter Engineering LLC. This funding is providing the necessary ground work for an expansion to the Ocean City Volunteer Fire Company Station 5 located on Keyser Point Road in West Ocean City. The ARPA funding will provide the investment needed to expand our Volunteer Station footprint. In turn, this will enable the Fire Company to attract, retain and house operational live-in members to staff fire, rescue and EMS units.

The Ocean City Volunteer Fire Company Station 5 is a volunteer staffed firehouse. The continued rapid growth of the West Ocean City area places an enormous demand of 911 emergency services on the department volunteers. As a result, the Ocean City Volunteer Company is focused on improving the fragile emergency services in the County with this expansion project. The need for expansion in both Fire and EMS services is severely needed for West Ocean City and the entire County. The call volume has increased over the past several years, and the current firehouse does not have sufficient living and working infrastructure to properly house and staff 24/7 coverage.

This expansion project will also allow the department to use space in the current firehouse to establish an adequate living and working environment to staff both fire and emergency medical services personnel in West Ocean City. This will allow timely responses in the West Ocean City area, and provide closer staffed resources to assist with any mutual aid needs to our neighboring mutual aid companies whether Fire or EMS. The residents of this county deserve the best service possible and the ARPA funding will immediately enhance the delivery of these services for now and in the future. Therefore, we respectfully ask the Worcester County Commissioners to consider and approve the ARPA funding request for the expansion of the Fire Station #5 to improve staffing and response times.

Please contact me with any questions regarding this matter or for further discussion.

Respectfully,

Mr. Steve Price

President

Ocean City Volunteer Fire Company

443-235-1221





**Carpenter Engineering, LLC**

P.O. Box 3460  
 Ocean City, MD 21843  
 (302)438-6745

**BILL TO**

Ocean City Volunteer Fire Company  
 15th Street and Coastal Highway  
 Ocean City, MD 21842

INVOICE #	DATE	TOTAL DUE			ENCLOSED
2023-073	08/01/2023	\$6,844.00			

**PROJECT**

WOCVFD

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/31/2023	<b>Blue Printing</b> Oversized Color Prints	3	9.75	29.25
07/31/2023	<b>Blue Printing</b> Oversized Prints	6	4.75	28.50
07/31/2023	<b>Civil Engineering</b> Prepare Conceptual Level General Development Plans, Concept Stormwater Management and Erosion and Sediment Control Design, Reference Drawings for Wetland and Buffer Impact and Offsite Mitigation Sketches, and Participate in Meeting	1	6,786.25	6,786.25

BALANCE DUE

**\$6,844.00**



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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 6, 2024  
RE: Request to Bid – Berlin Health Department Roof Coating

---

Attached for your review and approval are bid documents to contract for the Application of Uniflex Acrylic Roof Coating System at the Berlin Health Department Building. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for these services is available under the assigned funds account, Berlin Roof Coating Project.

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

**Worcester County Administration  
1 West Market Street, Room 1103  
Snow Hill, Maryland 21863**



**INVITATION FOR BID**

<b>PROJECT:</b>	<b>Application of Roof Coating at the Berlin Health Department Building</b>
<b>DEPARTMENT:</b>	<b>Public Works / Maintenance</b>

**VENDOR:**

<b>NAME:</b>	_____
<b>ADDRESS:</b>	_____
	_____

**BID OPENING:**

<b>DATE:</b>	_____
<b>TIME:</b>	_____

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## SECTION I: INTRODUCTION

### A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the Application of Uniflex Acrylic Roof Coating System at the Berlin Health Department Building in conformity with the requirements contained herein (“Bid Document(s”).

### B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

### C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us).
2. The last date to submit questions for clarification will be noon on \_\_\_\_\_.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

### D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

### E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **ROOF COATING AT THE BERLIN HEALTH DEPARTMENT BUILDING** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

#### F. **OPENING OF BIDS**

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

#### G. **ACCEPTANCE OR REJECTION OF BIDS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
  - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.



- b. Character, integrity, reputation, experience and efficiency.
  - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
  - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
  - e. Evidence of adequate insurance to comply with Contract terms and conditions.
  - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
  - g. Explanation of methods to be used in fulfilling the Contract.
  - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
  5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

**H. QUALIFICATIONS**

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.  
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See [https://sdatcert1.resiusa.org/certificate\\_net/](https://sdatcert1.resiusa.org/certificate_net/) for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

**I. DESCRIPTIVE LITERATURE**

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

**J. NOTICE TO VENDORS**

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No

consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

## **K. PIGGYBACKING**

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

**END OF SECTION**

**SECTION II: GENERAL INFORMATION****A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

**B. PUBLIC INFORMATION ACT (PIA)**

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
  - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

**C. CONTRACT AWARD**

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

**D. AUDIT**

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

**E. NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

**F. MODIFICATION OR WITHDRAWAL OF BID**

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

**G. DEFAULT**

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

**H. COLLUSION/FINANCIAL BENEFIT**

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

**I. TAX EXEMPTION**

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

**J. CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

## **K. ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

## **L. EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

## **M. APPROVED EQUALS**

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

## **N. DELIVERY**

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

## **O. INSURANCE**

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

## **P. BID EVALUATION**

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

**END OF SECTION**

**SECTION III: GENERAL CONDITIONS****A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

**B. MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

**C. INSPECTION AND TESTING**

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.



## **D. APPROVAL OF SUBSTITUTION OF MATERIALS**

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

## **E. PROTECTION OF WORK, PROPERTY AND PERSONS**

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

## **F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

## **G. LICENSES AND PERMITS**

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

## **H. SUPERVISION**

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

## **I. CLEAN UP**

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

## **J. CHANGES IN WORK**

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
  - a. By estimate and acceptance of lump sum.
  - b. By unit prices named in the contract or subsequently agreed upon.

## **K. TIME FOR COMPLETION**

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

## **L. LIQUIDATED DAMAGES**

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

**M. CORRECTION OF WORK**

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor’s expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

**N. CONSTRUCTION SAFETY AND HEALTH STANDARDS**

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

**O. BID BOND**

1. Bid Documents must be accompanied by a Bid Bond if the Vendor’s total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor’s Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.
2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

**P. PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred

percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.

2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

**Q. GUARANTEE**

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

**END OF SECTION**

## SECTION IV: BID SPECIFICATIONS

## A. SCOPE

1. The County is seeking bids from qualified Vendors for the Application of Uniflex Acrylic Roof Coating System at the Berlin Health Department Building located at 9730 Healthway Drive, Berlin, MD 21811 in accordance with the terms and conditions and specifications set forth in this solicitation.
2. Included in this project will be the painting of gables, rake, fascia, soffit, gutters and downspouts.

## B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

## C. SUMMARY

1. For application of the Uniflex Acrylic Coating System, follow the “Liquid Applied Roofing” guide, Section 07500, Part 1- General through 3.6 Job Site Clean up.
2. For the Metal Roof use:
  - a. **Spot Prime:** KST036520- Uniflex Acrylic Rust Inhibitive Primer Low VOC
  - b. **Sealant:** KST051920-Uniflex One Flash
  - c. **Basecoat:** KST 041320- Uniflex Premium Elastomeric Roof Coating Grey
  - d. **Finish:** KST041300- Uniflex Premium Elastmeric Roof Coating (Color by Owner)
  - e. *Notes: Reference Uniflex Specification Document*
  - f. In addition to the roof coating, all metal surfaces will be painted to match the custom roof color provided by owner.
3. Paint Specifications:
  - a. **Primer:** B66W01310-PI PROCRYL
  - b. **Gutter Sealant:** W41000010-Caulk White Lightning Storm Blaster All Season Sealant 11oz. Clear
  - c. **Finish:** B71W00211 – Bond-Plex Waterbased Acrylic Coating Extra White/Tint Base
  - d. *Color to match Roof Coating*
4. The Successful Vendor will be required to provide the following:
  - a. Contractor to provide all supervision, labor, materials, equipment, tools and all other items and services required to complete the roof coating, as well as rake, fascia, soffit, gutter, downspout, gable and roof penetration painting.
  - b. Contractor shall be responsible for obtaining all required permits and inspections.
  - c. Contractor shall prepare, prime and paint all metal surfaces that are not considered roof covering. To include but not limited to rake, fascia, soffit, gutter, downspout, gables, roof penetrations.
  - d. Contractor shall furnish and install all sealants and caulking necessary for and incidental to a complete roof coating installation as required by bid documents.
  - e. Contractor shall provide all warranties and guaranties as applicable by the manufacturer. The completed product shall provide the Owner with a watertight roof system.
  - f. Contractor to provide any vertical hoisting and/or staging required for project

- g. Contractor to protect work area from damage and upon completion leave area clean and neat.
- h. Contractor shall secure all loose materials on roof and at grade during work, after hours, and weekends. If necessary, materials shall be removed from site during severe weather conditions.
- i. Contractor shall repair at its own expense any and all damage associated with the performance of his work.
- j. Contractor to confer with the county's Project Manager one week before any task that will generate excessive noise.
  - i. Interference with public assemblies will not be permitted.
- k. Work to be performed during normal business hours.
  - l. Work shall not interfere with county operations.
- m. Contractor shall notify the county in writing of any potential conflicts observed with performance of work.
- n. Contractor shall install all coatings and paint using spray application only.
- o. Contractor to provide daily clean up and trash removal generated by work, to be deposited in contractor supplied dumpster/dump vehicle daily.
- p. Area around building should remain free of debris/nails at the end of the day
- q. Contractor shall be required to locate stored materials in an area designated by project manager.

**D. GENERAL REQUIREMENTS**

- 1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

**E. ATTACHMENTS**

- 1. Uniflex Acrylic Roof Coating System Guide Specifications for Metal Restoration

**F. PRE-BID CONFERENCE**

- 1. A pre-bid meeting will be held on \_\_\_\_\_ at the Berlin Health Department, 9730 Healthway Drive, Berlin, MD 21811.

**G. PAYMENT**

- 1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

**H. QUESTIONS**

- 1. The last day for questions is listed under Section I, Subsection C.2.

**I. AWARD**

- 1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

**END OF SECTION**

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL**

**FORM OF BID**

To whom it may concern:

We hereby submit our Bid Documents for “ROOF COATING AT THE BERLIN HEALTH DEPARTMENT BUILDING” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the application of roof coating system at the Worcester County Berlin Health Department Building as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within \_\_\_\_\_ calendar days of Notice to Proceed.  
(Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email



**REFERENCES**

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**EXCEPTIONS**

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

**EXCEPTIONS:**

(If none, write none) \_\_\_\_\_

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other \_\_\_\_\_

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**INDIVIDUAL PRINCIPAL**

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

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
President Witness

Attest: \_\_\_\_\_  
Corporate Secretary

Affix Corporate Seal

**VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (title)  
and the duly authorized representative of the Vendor of  
\_\_\_\_\_ whose address is  
(name of corporation)

\_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## EXHIBIT A

WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
  - a. The Contractor must notify the County immediately; and
  - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.



**10. Independent Contractor.**

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

**11. Insurance Requirements.**

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

**13. Ownership of Documents; Intellectual Property.**

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
  - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
  - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
  - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
  - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
  - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
  - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: February 6, 2024  
RE: Request to Contract – Pocomoke Middle School Basketball Court Fencing

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Recreation and Parks is requesting approval to have fencing installed around the Pocomoke Middle School basketball court. Long Fence has a current competitively bid master contract with the University of Maryland. The contract amount for this project is discounted below their master contract.

The total contract amount including installation is \$31,994. Funding is available for this purchase under POS Development Account - 100.1602.500.6160.241. Please see the attached quote for additional information.

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



**ITEM 7**

8545 Edgeworth Drive  
Capitol Heights, MD 20743  
Tel: (301) 350-2400  
Fax: (301) 336-0743  
[www.longfence.com](http://www.longfence.com)

November 28, 2023

Mr. Jacob Stephens  
6030 Public Landing Road,  
Snow Hill MD 21863

Re: Basketball Court  
800 8<sup>th</sup> Street  
Pocomoke City, MD 21851

**This proposal consists of furnishing labor and materials to install the following scope of work at the above location:**

**Remove, haul and dispose of approx. 350 LF of existing 6' tall chain link fence and gate**  
**Note: posts to be cut at grade, footers to remain, except where necessary (i.e. corner and end posts)**

**Install approximately 340 LF of new 6' tall chain link fence with top-rail and bottom tension wire**  
**Includes installation of one double swing vehicle gate 6' tall x 12' wide and one single swing pedestrian gates 6' tall x 4' wide**

**Install approximately 355 LF of new 6' tall chain link fence with top-rail and bottom tension wire and top-lock privacy slats (color to be determined, standard colors)**  
**Includes installation of two single swing pedestrian gates 6' tall x 4' wide**

**Approximate layout attached**

**Specification of fence is as follows:**

- Chain Link Fabric: 2" mesh x 9 gauge galvanized steel
- Terminal Posts: 2 1/2" OD WT40 galvanized steel
- Terminal Post Footers: 12" diameter by 36" deep concrete footers
- Line Posts: 2" OD WT20 galvanized steel
- Line Post Footers: 10" diameter by 30" deep concrete footers
- Top Rail: 1 5/8" OD galvanized steel
- Tension Wire: 7 gauge galvanized steel at bottom of fence
- Terminal Post Bracing: 1 5/8" OD galvanized steel brace rail with truss rod and turnbuckle

**The specification of the pedestrian gates is as follows:**

- Gate Posts: 2 1/2" OD WT40 galvanized steel
- Gate Post Footers: 12" diameter by 36" deep concrete footers
- Gate Frame: 1 5/8" OD WT20 galvanized steel
- Gate Fabric: 2" mesh x 9 gauge galvanized steel
- Gate Accessories: Industrial offset hinges and latch

**The specification of the vehicle gate is as follows:**

- Gate Posts: 3" OD WT40 galvanized steel
- Gate Post Footers: 12" diameter by 36" deep concrete footers
- Gate Frame: 1 5/8" OD WT20 galvanized steel
- Gate Fabric: 2" mesh x 9 gauge galvanized steel
- Gate Accessories: Industrial offset hinges (two per gate leaf), center drop rod and latch



- Labor Warranty: One year
- Material Warranty: One year

**Total Price: \$31,994.00**

**Terms:**

**\$10,000.00 - Deposit with order**  
**\$21,994.00 - Payment upon date of final completion.**

**Note: Total price is based on one Mobilization to the site. Estimate valid for 90 days for purpose of acceptance by the buyer.**

**Exclusions:** Permits, Bonds, Engineering, Survey/Stakeout, As-Built Drawings, Hand Digging, Restoration of finish grades, Spoils Removal, Seeding, Clearing, Grounding, Painting, Traffic Control, Marking of private utilities or unidentified underground utilities or resulting in damages.

- Buyer is responsible for payment of materials once released for installation / fabrication. Long Fence will invoice for the material value of the contract immediately upon written or verbal release from the customer to proceed with the installation. Long Fence will not absorb material increases that arise from the delay of others.
- Location of underground utilities or obstructions that are not identified through the local one-call service are to be marked by others. Long Fence is held harmless and indemnified against claims resulting from damages to unidentified utilities.
- Any alterations from the attached specifications or estimated quantities involving additional costs are to be considered extra to the contract price.
- All work shall be performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year.
- A finance charge of 1.5% per month will be assessed on past due balance. If balance is not paid in accordance with this agreement, purchaser agrees to all costs of litigation, including court costs and attorneys' fees in the amount of 30% of the outstanding balance.

Awaiting your approval of our proposal. Please contact me at your earliest convenience if you have any questions.

Sincerely,  
Long Fence Company, Inc.

**Matthew Wade**  
Project Manager

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
PURCHASE ORDER

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE





Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | [www.co.worcester.md.us](http://www.co.worcester.md.us)

# ITEM 8

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: February 1, 2024  
SUBJECT: Health Department Core Funding Match

---

We are seeking approval from the Commissioners to submit a request to the State for review of the current required Core Funding match. Maryland Article Health General 2-301-305 defines and commits State funds for local health services. Section 2-303 also speaks to “a local match shall be required as a condition of any distribution to a subdivision”.

In our research of Health General, we have been unsuccessful in identifying the formula to determine the match percentage required by each jurisdiction. We have found non codified language that references the use of median property value as the metric. Worcester County’s required match is 73% and has essentially remained unchanged since 1996.

We are extremely thankful for the increase in Core Funding, however, we find ourselves in a financial hardship due to the significant **increase** in expected local match from previous years (**\$5,015,910** in FY24 to **\$11,022,108** for FY25).

In absence of a defined match formula, our request to the State will be to hold Worcester County harmless of the proposed increase and to grant us a continuation of our agreed upon FY24 match.

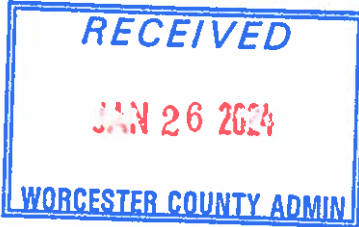
Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258



Worcester County Board of Elections  
201 Belt Street, Suite C  
Snow Hill, Maryland 21863-1320

TO: Weston Young, Chief Administrative Officer  
for Worcester County Commissioners

FROM: Patricia Jackson, Election Director 

DATE: January 26, 2024

I would like to request you please present the attached letter to the Commissioners at their next meeting. I, as well as my Board Members, can be present at this meeting in the event the Commissioners have any questions.

Thank you.

Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258

Worcester County Board of Elections  
201 Belt Street, Suite C  
Snow Hill, Maryland 21863-1320

TO: Worcester County Commissioners

FROM: Patricia Jackson, Election Director 

DATE: January 26, 2024

The early voting center for the 2024 election cycle will be the Roland E Powell Convention Center in Ocean City. When discussing this issue with my Board Members, they have authorized me to write this letter requesting permission for hotel accommodations for two office staff during early voting dates.

Early voting begins May 2<sup>nd</sup> and runs consecutively until May 9<sup>th</sup>, including Saturday and Sunday. Hours of voting are 7 am until 8 pm each day of early voting. The judges and office staff (Teresa Riggin and myself) will need to arrive at the Convention Center at 5:45 am each morning to open equipment, complete reports and prepare for voters' arrival at 7 am, and will remain on site until at least 9 pm or possibly later, depending on when all the voters in line at 8 pm have voted and the judges have completed their reports, packed supplies, closed and sealed the equipment. We are expecting the Presidential Primary and General Election voter turnout to be high, so it may be later than 8 pm when the polls actually close.

Our office is requesting hotel accommodations beginning May 1<sup>st</sup> (early voting setup date) until May 10<sup>th</sup> when we will be packing up and transporting equipment back to our office.

I realize the County does not normally pay for accommodations for meetings within the County, however, the Board would like to request an

exception for early voting. They are willing to meet with you to discuss this matter if necessary.

There are funds available in the FY24 budget (account # 100.1006.7000) earmarked for MAEO Conference; however, due to the Primary date being changed to May, and our MAEO Conference usually taking place in May, the MAEO Committee is unsure on whether to have an in-person conference at this time.

At this point in time, the average rate for one hotel room is \$200 per night so the estimated cost of the stay would be around \$2,200.00; however, rooms are booking fast.

I would also like to request hotel accommodations for the General Election early voting which begins October 24<sup>th</sup> through October 31<sup>st</sup>. I have included funding for this request in my submitted FY25 budget.

Thank you for your consideration.

TEL: 410-632-5623  
 FAX: 410-632-1753  
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRISTOPHER CLASING, P.E.  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** January 29, 2024  
**SUBJECT:** Fleet Maintenance Operating Hours

---

Public Works is requesting Commissioner approval to revise the Fleet Maintenance Division (Fleet) and the Public Works Administration Division (PW Admin) administrative assistant work schedule to a four (4) day, ten (10) hour work week. This schedule was successfully implemented by the Maintenance Division and Fleet believes it can also be used as a way to enhance productivity and be more efficient. Current operating hours are Monday through Friday, 7:30AM to 4:00PM. Revised hours would be 6:00AM to 4:30PM. Fleet is comprised of six employees with all of them able to work 4-10-hour days. Three staff members would work Monday through Thursday and three staff members working Tuesday through Friday. Staff that are regularly scheduled off on a Friday holiday would have Thursday off. Those scheduled off on a Monday holiday would have Tuesday off ensuring continued coverage of Fleet Maintenance services. The PW Admin administrative assistant would work Tuesday – Friday.

We propose this change as a 3-month trial period beginning February 26, 2024, to ensure the new schedule will work for all supported customers. Providing this temporary change occurs without incident, we request it remain in effect as a permanent schedule.

Several benefits of changing to 4–10 hour work days are listed below;

- Fleet Maintenance would be on location longer hours to accommodate many other departments that currently have no mechanical service available during their extended shifts.
  - Health Department vehicles operate until 4:30, this change would eliminate drivers picking up or dropping off vehicles after current business hours.
  - The Sheriff Department has officers and vehicles on the roadway 24 hours a day. Currently we are unable to deal with any mechanical issues that arise for the night shift due to their hours. This change would allow our technicians to overlap and be available for all three shifts in case of a mechanical issue or breakdown.
  - The Public Works - Maintenance Division currently has extended hours in which they have no mechanical assistance until Fleet arrives at 7:30am. This change would allow Fleet technicians to be available for staff that have issues especially during inclement weather situations such as snow removal.

- More major break down work can be completed in a 10-hour day
  - For example, a vehicle comes in for a scheduled preventive maintenance service and the technician finds a broken motor mount. This work would normally lead to the operator leaving the vehicle for the day and into the next. The department then must find a loaner vehicle to operate, creating a chain of coordination issues. This change to operating hours would give our technicians enough time to repair and get this vehicle back on the road within the same day.
- There would be a mileage and fuel reduction resulting in potential vehicle maintenance and fuel usage cost savings. This occurs not only for the County but the employees as well.
- The revised work schedule for the PW Admin administrative assistant would allow for a back up to the other admins working the revised schedule.
- A 4-day work week is more appealing and attracts more applicants to potential employment openings.

Please contact me if there are any questions.

cc: Stacey Norton, Human Resources Director  
Chris Clasing, Deputy Director of Public Works  
Derrick Babcock, Fleet Management Superintendent



TEL: 410-632-5623  
 FAX: 410-632-1753  
 WEB: co.worcester.md.us



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

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

**CHRISTOPHER CLASING, P.E.**  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** January 29, 2024  
**SUBJECT:** Vehicle Purchase for Water / Wastewater

---

Public Works is requesting Commissioner approval to purchase a 4x2 pick up truck for the West Ocean City Service Area for \$30,000 using funds available in the service area's savings account. In FY 23, two 4x2 pickup trucks were approved for purchase at \$30,000 each for Water/Wastewater using the Ford Fleet Vehicle Program. Those trucks have arrived, and it has been brought to our attention that an additional 3<sup>rd</sup> truck is available at the same price. The FY 25 departmental requested budget was going to include a purchase of a single 4x2 truck for the West OC Service Area at an estimated price of \$48,000. By purchasing the 3<sup>rd</sup> truck now, at the FY 23 price, the service area will save \$18,000.

The truck that will be replaced is a 2005, 4x2 pickup truck with 202,564 miles, experiencing multiple oil leaks and other significant repairs. The quote for the proposed truck is attached, as is the existing vehicle rating form. Please let me know if there are any questions.

Attachments

CC: Phil Thompson  
 Jessica Wilson  
 Barb Hitch  
 Nick Rice  
 Chris Clasing  
 Tony Fascelli  
 Derrick Babcock



**Fleet/Government Sales**

8800 Stanford Blvd. Columbia, MD 21045

08/05/22

Worcester County MD

Quote for 2023 Ford F-150 Regular Cab 4x2 8FT Bed Riding the Baltimore County Contract #0004504.

Vehicle	2023 Ford F-150 Regular Cab 4x2 8FT Bed	\$33,869.76
EQ	101A-Power Locks Doors Windows	
99B	3.3L V6 Gas Engine	
44G	10 Speed Auto Trans	
X19	3.55 Rear Axle	
52X	Auto Start Stop Removal (N/C)	
BR	BackRac Cab Protector	\$685.00
ELB	Mini LED Amber Light Bar attached to top of Backrac	\$595.00
BCCD	Baltimore County Contract Discount	(\$1,350.00)
GPC	Ford Government Price Concession	(\$3,800.00)
Color	Oxford White	
Interior	Vinal 40/20/40	
Delivery Days	Up to 225	
	<b>Net Price:</b>	<b>\$29,999.76</b>

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: [Jskipper@AppleFord.com](mailto:Jskipper@AppleFord.com).

Thank you,  
Justin Skipper



TEL: 410-632-5623  
 FAX: 410-632-1753  
 WEB: co.worcester.md.us



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

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

**CHRISTOPHER CLASING, P.E.**  
 DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
 Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** January 29, 2024  
**SUBJECT:** Request for Mosquito Control Over Expenditure

---

Public Works is requesting Commissioner approval for an over expenditure of the FY 24 Mosquito Control budget in the amount of \$21,258 for line item Other Non-Matching Expenses Appropriation for Mosquito Control, account no. 100.1302.7120.030. The over expenditure is to cover the State invoice for spraying services this past year. Due to the outbreaks of Eastern Equine Encephalitis and West Nile Virus, multiple aerial treatments were required which caused the increase in the annual State invoice. Based on historical averages, the FY 24 budget included \$70,000 for the State portion, however this year's State invoice was \$91,257.76, which is \$21,258 beyond what is budgeted. A breakdown of the State's calculated charges is attached.

Please let me know if there are any questions.

Attachments

CC: Kim Reynolds  
 Chris Clasing  
 Mike Hutchinson

**ITEMIZED STATEMENT FOR TEMPORARY MOSQUITO CONTROL IN  
WORCESTER COUNTY, MARYLAND  
NOVEMBER 1, 2022 TO OCTOBER 31, 2023**

**ITEM 12**

**STATE OF MARYLAND EXPENDITURES**

**Labor - Adulcicide**

**Classified Employees**

T. Cannon, S. Richwine, Salary and Fringe \$14,140.87

**Total** \$14,140.87

**Contractual Employees**

J. Williams Hourly Salary and Fringe \$20,193.98

K. Morris Hourly Salary and Fringe \$13,098.39

D. Hardy Hourly Salary and Fringe \$9,803.87

E. Bradford Hourly Salary and Fringe \$15,425.56

M. Armes Hourly Salary and Fringe \$678.78

**Total** \$59,200.58

**Total Adulcicide Labor Charges** \$73,341.45

**Labor - Larvicide**

**Classified Employees**

K. Fox Salary and Fringe \$15,360.63

**Contractual Employees**

A. Meilhammer Hourly Salary and Fringe \$1,105.79

P. Newcomb Hourly Salary and Fringe \$1,087.69

W. Young Hourly Salary and Fringe \$15,107.88

**Total Larvicide Labor Charges** \$32,661.99

**Total Adulcicide and Larvicide Labor Charges** \$106,003.44

**Equipment Charges**

ULV Sprayer 4 @ \$1,500.00/Unit \$6,000.00

**Total Equipment Charges** \$6,000.00

**Mileage and Maintenance Charges**

Pickup truck to transport labor/supplies 07093SG and 05545SG Adulticide	\$661.65
Pickup truck to transport labor/supplies 07421SG and 07153SG Larvicide	\$1,329.22

**Total Mileage and Maintenance Charges** **\$1,990.87**

**Supplies**

Adulticide Supplies: Office Supplies, Field Supplies, Gloves, Rags,	\$349.01
Larvicide Supplies: Office Supplies, Field Supplies, Dry Ice	\$5.37

**Total Parts and Supplies** **\$354.38**

**ULV Calibration & Droplet Determination**

ULV Spray Units @ \$100.00/Calibration	\$800.00
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**Total Calibration & Droplet Determination** **\$800.00**

**Mobile Communication**

Cellular Telephones Larvicide	118.44
Cellular Telephones Adulticide	\$80.81

**Total Mobile Communication** **\$199.25**

**Insecticide**

End Use Permanone 30+30	\$18,433.00
Various Larvicide Briquets	\$2,758.40

**Total Insecticide** **\$21,191.40**

**Airspray Expenditures**

Aerial Larviciding (0 acres)	\$0.00
Aerial Adulticiding ( 6,989 acres)	\$16,274.60

**Total Airspray Expenditures** **\$16,274.60**

**TOTAL STATE OF MARYLAND EXPENDITURES** **\$152,813.94**

**Ground Larvicide Charges**

Labor	\$32,661.99
Equipment	\$1,447.66
Supplies	\$5.37
Insecticide	\$2,758.40

**Total Ground Larviciding Charges** **\$36,873.42**

**WORCESTER COUNTY EXPENDITURES**  
**CHARGEABLE LARVICIDE EXPENDITURES**

**ITEM 12**

**Labor & Fringe Benefits**

George Lawrence, \$74,389.88 @ 20% (Larviciding)	\$14,877.98
<b>Total Labor and Fringe Benefits</b>	<b>\$14,877.98</b>

**Miscellaneous Charges**

Equipment Charge Vehicle Mileage \$36,219.14 @20% (Larviciding)	\$7,243.83
Miscellaneous charges \$11,078.33@ 20% (Larviciding)	\$2,215.67
<b>Total Miscellaneous Charges</b>	<b>\$9,459.49</b>

**Co-op & Equipment Charges**

Co-op Equipment Charge \$4,853.07 @ 50%/Season	\$2,426.54
<b>Total Co-op Equipment Charges</b>	<b>\$2,426.54</b>

<b>TOTAL WORCESTER COUNTY CHARGES</b>	<b>\$26,764.01</b>
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<b>Total State of Maryland Expenditures</b>	<b>\$152,813.94</b>
Less 40% of State Larvicide Charges	-\$14,749.37
Less 40% of State Airspray Charges	-\$6,509.84
Less 40% of County Larvicide Charges	-\$9,734.99
Less Co-op Vehicle Charges	-\$2,426.54
Less HOA and Ocean Pines expenditures chargeable by State	-\$28,135.45
<b>AMOUNT DUE TO MARYLAND DEPARTMENT OF AGRICULTURE</b>	<b>\$91,257.76</b>




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 

**Subject:** **Proposed New Rural Legacy Area**  
 Bishopville-Showell

**Date:** 1/29/24

---

Attached you will find a memorandum from Katherine Munson with a detailed application and map for a proposed new Rural Legacy Area (RLA) for Bishopville-Showell. We are respectfully requesting approval from the County Commissioners for the establishment of this additional area. After extensive agricultural landowner outreach and an area meeting held in August 2023, staff received support from the area landowners that they were very interested in this additional conservation easement program for this area of Worcester County. The proposed RLA was reviewed by the Planning Commission and the Agricultural Land Preservation Advisory Board at their January meetings and was given favorable recommendations by both boards.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999). The funding pays for the perpetual easements and reimburses the county for administrative costs. If this area is approved, it would become Worcester County's third RLA.

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

Enclosures

1. Bishopville-Showell RLA application with map (to be signed by staff)
2. Summer 2023 Newsletter
3. Slide Presentation - Bishopville-Showell RLA

cc: Roscoe Leslie  
 Katherine Munson  
 Dave Bradford  
 Kim Reynolds





DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL 410 632.1220 / FAX: 410 632 2012

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

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

## Memorandum

**To:** Robert Mitchell, Director

**From:** Katherine Munson, Planner V *KM*

**Subject:** Proposed New RLA: Bishopville-Showell

**Date:** January 25, 2024

Attached please find a drafted application and map for a proposed new Rural Legacy Area, for County Commissioner approval. The application is due to Maryland Department of Natural Resources on February 9, 2024.

The Planning Commission reviewed the drafted application January 4, 2024 and gave a favorable recommendation. The Agricultural Land Preservation Advisory Board reviewed the application January 23, 2024, and gave a favorable recommendation.

Also enclosed is a newsletter prepared in June 2023 and sent to landowners in the Bishopville/Showell area, that provides some background information about the Rural Legacy Program and Worcester County's participation in the program for the past 20+ years.

A meeting was held in Showell August 9, 2023 to provide more information to landowners, and gauge landowner interest. The landowners listed in the property list (and shown on the map) have expressed an interest in the program either at the meeting or by responding to the mailing they received. The proposed boundaries are based on landowner interest to date.

This area of the county continues to be under development pressure due to proximity to Ocean City, Ocean Pines and the fast-changing Sussex County, DE. This area contains significant, high-quality farmland. It is also within the northern coastal bays watersheds that will experience further degradation if significant farmland is converted to impervious surface. Many parcels in this area are 20-30 acres. Even under very strict A-1 zoning, small farms can become small, large lot subdivisions that impact farming by breaking up farmland and adding traffic to rural roads. The small farm size is also a barrier to entering the MALPF program that requires that applicants own a minimum of 50 acres. No farms in this area have been protected to date with MALPF easements. If no action is taken to work with willing landowners to protect farmland in this area, degradation of the rural landscape may eventually lead to degradation of the agricultural industry in this part of the county, as well as the water quality of the northern coastal bays

watersheds. The Rural Legacy program is an opportunity to work with willing farmland owners to permanently preserve the land for farm use, while keeping the farm in private ownership.

Thank you for your attention to this matter.

Attachments

cc: Bob Mitchell, Director

DRAFT

**Cover Sheet Rural Legacy Application**

Please complete this Cover Sheet and submit it with all Attachments

Rural Legacy Area Name: Bishopville-Showell

Name of Sponsor: Worcester County

County or Counties Where Eligible Properties Located: Worcester County

Name of Sponsor's Lead Contact:  
Katherine Munson

Contact's Title: Planner V

Daytime Phone Number: 410-632-1220 ext 1302 Fax #: 410-632-2012

E-Mail Address: kmunson@co.worcester.md.us

Address: Worcester County Dept of Environmental Programs; 1 West Market St.. Suite 1306; Worcester County Govt Center  
Snow Hill, MD 21863

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

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

DRAFT

**Rural Legacy Program Grant Application  
Application for New Area Designation**

**Executive Summary – Narrative  
(two page maximum limit)**

*A. Describe the boundaries of the proposed RLA.*

The proposed 11,743-acre RLA begins at the state line and includes portions of Maryland's Isle of Wight and Assawoman Bay watersheds. It includes land surrounding the unincorporated villages of Bishopville and Showell.

*B. Summarize the location, use and quality of properties proposed, including attributes of the resources protected-- agricultural, forestry, cultural, and natural resources--as they relate to the criteria for the Program; i.e., the nature of the resources, their quality, geographic (extent) and occurrence in contiguous blocks, corridors, greenways, and boundaries, etc., and their importance and public/economic value.*

The proposed RLA includes a portion of the northern most coastal bays watersheds in Maryland and the last remaining contiguous area of farmland in the northern coastal bays watershed, an area that continues to be under the most intense development pressure in Worcester County, and also the least protected. This area is highly productive, with over one third of the area, 3,600 acres, prime farmland; 5,777 acres in cropland. Woodland covers 3,594 acres in the proposed RLA, most of it (2,815 acres) mixed woodland. The proposed area includes portions of Birch Branch, Middle Branch, Carey Branch, Slab Bridge Prong and Bishopville Prong, tributaries of the St. Martin River. Past studies and monitoring have revealed degradation of these streams, and that stream buffers are lacking. The Rural Legacy Program offers an opportunity to address this water quality and habitat deficit. Several "Green Infrastructure" corridors pass through the proposed area, along the noted tributaries, connecting hubs of contiguous blocks of woodland to the west and east, within and adjacent to the proposed area. The farmland and forested land in this area is of importance to the local agricultural industry that relies on contiguous farmland for productivity. While most farming activity is commodity grain-based and supported by the two local feed mills in Bishopville and Frankford, Delaware, the adjacency to highly urbanized areas including Ocean Pines and West Ocean City offers farmers opportunities for various other ventures, including row crops, orchards, as well as a variety of value-added enterprises. The public value of protecting this area includes nearby access to farm products, as well as less traffic/cleaner air, beautiful vistas and preservation of a long human history of farming and rural life. Twenty-two sites, properties and buildings in the Maryland Inventory of Historic Properties are within the proposed RLA, including houses, churches and stores of historic significance. The villages of Bishopville and Showell themselves are part of the rural fabric of the area, and their integrity would also be threatened by extensive non-agricultural development. The Isle of Wight and Assawoman bay watersheds are already showing signs of degradation. Minimization of impervious surface is essential to preventing further degradation of the streams and the river and bays they feed.

*C. Summarize and explain the long-term preservation goals and objectives of the Plan, including the percent of total RLA to be permanently protected, and the estimated use of Rural Legacy funds, and other federal, State and local funds or programs. Include a schedule for expected plan accomplishments, including an estimated year when the Plan will be complete.*

The long-term goal is that the area continues to thrive in agricultural production, that the green infrastructure hubs and corridors in the area are viable, that impervious surface remains low in the Isle of Wight and Assawoman Bays to assure long term water quality health. To achieve this, the long-term preservation goal is 60% of the proposed area, working with willing landowners. Funding is anticipated to be primarily from Rural Legacy and MALPF, with matching funds from the county anticipated. Once some farms are protected with Rural Legacy funds, MALPF funds can be sought to protect adjacent farms, where there are interested landowners. This is anticipated to be completed within a 15-20 year period.

*D. Describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent development of private land until it can be permanently protected and how these tools will protect the character of the RLA for properties that may not be permanently protected. With respect to 1) existing programs; 2) new programs; and 3) programs and actions under study (with an estimate of their likelihood for*

DRAFT

*enactment and implementation), explain concisely how each of the following, as applicable, supports Rural Legacy objectives:*

- protective zoning,*
- PDR programs,*
- TDR programs,*
- natural resource and environmental protection measures,*
- support for rural economic activities, and*
- any other programs that contribute to meeting the Plan's objectives.*

Within the proposed area, 10,300 acres are zoned A-1. Worcester County has among the most protective agricultural zoning in the state of Maryland, 5 lots may be subdivided from what was an original parcel of land in 1967. This protective zoning has for years been the main force at play in preserving land in this area. This zoning policy is anticipated to continue in the foreseeable future. 772 acres are zoned RP (Resource Protection). This is the most restrictive zoning and includes sensitive areas along waterways or that contain wetlands or are already preserved. It should be noted that there are residential, commercial and industrial uses within this proposed area. Under 100 acres are zoned C-1 or C-2 (commercial). These areas are adjacent to the established villages, or adjacent to Route 113. Parcels south of St. Martin's Neck Road are zoned E-1 ("estate"). These are parcels that could subdivide at 1 unit per two acres, if sewer service were available (Worcester County did not map Tiers). Many of these parcels are small active farms, contain prime agricultural soils and would be important to protect as they are adjacent to St. Martin River. Approximately 300 acres of land adjacent to Route 113 north of Showell is zoned I-1 or I-2 (industrial). Existing uses include a feedmill, cannabis greenhouse, concrete and asphalt plants, contractor shops, and natural gas tank production. These uses either support agriculture or are not a significant threat to the proposed area's agriculture or natural resources. Two small areas are zoned for residential use: an area adjacent to the village of Showell and a small subdivision that straddles the state line. Bishopville is included in the proposed area, it is zoned V-1 (village). Worcester County is beginning to update the county comprehensive plan. It is anticipated that the plan will designate and prioritize this area for protection and that subsequent zoning will not change within this area.

A county PDR or TDR program is not anticipated. Besides the Rural Legacy Program, Worcester County will use MALPF primarily, as well as any other available land protection program, to work with willing landowners to protect land in this area.

The Atlantic Coastal Bays Critical Area provides protection on Bishopville Prong, St. Martin River, Back Creek and the tidal tributaries that feed them. The Forest Conservation law protects woodland during the development process outside of the Critical Area.

The county's Right to Farm law protects farm activities in the A-1 zone. Economic development and tourism department promotes agri-tourism such as U-pick.

*E. Summarize any threat to the resources and character of the area. What is the Sponsor or local government in the area doing to address this threat?*

The 11,743-acre area contains over 1,000 parcels. Significant parcelization or subdivision of land has already occurred, especially compared to the southern part of the county, where agricultural parcels are larger and there has been less intrusion of residential and other uses. There are 657 parcels under 5 acres within the area, but these are mostly in concentrated areas in and around Bishopville, Showell and along Back Creek and St. Martins Neck Roads. There are still large contiguous areas of farmland remaining. But, in general, farms are small; many are 20 – 30 acres or even less. Although A-1 zoning minimizes development, small farms can become small, large lot subdivisions that impact the farming community by breaking up farmland and adding traffic to rural roads. The smaller size of farms has been a challenge for participating in MALPF (that requires a minimum of 50 acres). It is our belief that once some farms are protected with RL easements, adjacent farms will be well-positioned to apply to sell easements to MALPF.

*F. Describe the degree to which the set of protection and preservation mechanisms comprising the Plan, as described above, are likely to succeed in preserving multiple resources that are extensive, important, of high quality, etc., in the RLA. Explain your rationale for these expectations given current and expected development pressure.*

We believe that there is a high likelihood of success, but time is of the essence. If action is taken soon to work with interested landowners to purchase RL easements, starting with the several who have expressed strong interest, we believe we can build a contiguous protected area within a matter of a few years. In the meantime, Worcester's strong A-1 zoning and commitment to keeping this area zoned A-1, will help as well in maintaining the area's rural character.

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**Rural Legacy Program Grant Application  
Application for New Area Designation**

**Executive Summary - Numbers**

1. What is the total acreage of the proposed Rural Legacy Area (RLA) 11,743 acres
2. Is the proposed RLA designated in the county Master or Comprehensive Plan? No
3. How many acres do you propose to protect with the funds requested in this RLP application?  
200 acres
4. How many parcels of the current request are less than 10 acres? none
5. What is the projected cost per acre for land acquisition proposed in this application?  
Easement \$4,500 - \$6,000  
Fee Simple N/A
6. What is the projected total cost per acre (land and transactional costs including administrative, indirect and compliance costs) proposed in this application? \$6,500 - \$8,000
7. How many acres, including the acres proposed in this application, do you plan to protect with RLP funds over the next 10 years of the program? 2,000
8. How much RLP funding including the request in this application, will you require to reach your 10-year land protection goals for the RLA? \$12,000,000.00
9. How many total acres will be protected by all mechanisms, if the 10-year land protection goals for the RLA are achieved? 3,000
10. What is the long-term, total land protection goal for the RLA? 7,000 (acres) (60% of RLA)

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Note: Funds below should be targeted for the proposed Rural Legacy Area only, not the whole County. Do not include State money as matching funds, including MALPF, POS, or Rural Legacy funds.

<b>Matching Funds <i>proposed</i> for land preservation in the proposed Rural Legacy Area for the period of January 2025 through December 2025.</b>				
<b>SOURCE OF FUNDING</b> Federal, Local, Private, Other (specify)	<b>TYPE OF FUNDING*</b>	<b>FUNDS ARE PROPOSED OR APPLIED FOR</b>	<b>AMOUNT OF FUNDING</b>	<b>ACRES TO BE PROTECTED</b>
Worcester County	Cash	Rural Legacy easement purchase	\$75,000	20-30 acres
* Examples of Funding Types are: <b>County</b> - Cash, County agricultural preservation programs, purchased or transferable development rights programs; <b>Federal</b> - National Park Service, Forest Legacy, Land and Water Conservation Fund; <b>Private</b> - Grants and gifts from foundations or individuals.				

How much money did the County match towards MALPF State funds? \$50,000.00

Was this amount the full matching amount? No

Additional or explanatory comments: \_\_\_\_\_

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**Rural Legacy Program Grant Application  
Application for New Area Designation**

**Criteria and General Description  
(four page maximum limit)**

**Rural Legacy Area - General description:**

1. *The significance of the agricultural, forestry, and natural resources proposed for protection.*
  - a. *The degree to which proposed fee or easement purchases will protect the location, proximity, and size of contiguous blocks of lands, green belts or greenways, or agricultural, forestry, or natural resource corridors.*

The 11,743-acre area contains over 1,000 parcels. Significant parcelization or subdivision of land has already occurred, but most of the residential parcels are concentrated around and in Bishopville, Showell and some older subdivisions established prior to more restrictive zoning. There are 155 parcels over 20 acres in size, creating a contiguous swath of farm and forested land across the proposed area. With eleven (11) landowners having expressed interest, we believe that easement purchases can quickly begin to build a contiguous area of protected farm and forest land in this proposed area.

- b. *The nature, size, and importance of the land area to be protected, such as farmland, forests, wetlands, wildlife habitat and plant species, vegetative buffers, or bay or waterfront access, average width of riparian buffers located on the proposed Rural Legacy Area (RLA) properties.*

The farmland in this proposed area is among the highest quality in the county, with over one third of the area, 3,600 acres, prime farmland; 5,777 acres in cropland. Protection of the farmland and forested land in this area is of importance to the local agricultural industry that relies on contiguous farmland and limited residential use. Several "green infrastructure" corridors traverse the proposed area along tributaries, connecting hubs of contiguous blocks of woodland to the west and east. There are multiple streams that feed St. Martins River in this area. Providing permanent vegetative buffers on these streams and on the river will be important to protection and restoration of this watershed.

- b. *The quality and public or economic value of the land, including forms of public access that will be permitted on the proposed RLA properties, i.e. hunting, educational school trips, and trail access.*

Public access is not intended to be provided on the vast majority of proposed RLA properties, most of which are working farms. Hunting and hunting leases will be allowed. The estimated market value of farm products sold in this area (extrapolated from the 2017 USDA Census of Agriculture) is approximately \$28 million annually. There is a need for outdoor access in the northern end of the county, and the designation of this RLA does open the opportunity for acquisition of public land in this area, that may be suitable for trails.

2. *The degree of threat to the resources and character of the area proposed for preservation, as reflected by patterns and trends of development and landscape modifications in and surrounding the proposed RLA.*

The farmland in this area is under threat, as general demand for real estate for residential use has risen, and also due to proximity to Ocean City, West Ocean City, Ocean Pines and Sussex County, Delaware. Sussex County, Delaware has experienced rapid and intense residential growth across its rural landscape within the last decade, which is evident immediately upon crossing the state line. This is already impacting rural roads in Worcester County including within the proposed RLA. Subdivision in the A-1 zone is parcel-based; the smaller parcel size in this area has the potential to result in more dense development. The trend in residential development has overall been fairly slow, due to A-1 zoning restrictions: 90 residential units have been built since 2000 in the proposed RLA;



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26 of these since 2017. If development continues at this rate, the rural nature of this area, and its support of farming, will slowly erode.

3. *The significance and extent of the cultural resources proposed for protection through fee estate purchases, including the importance of historic sites and significant archaeological areas.*

No fee purchases are anticipated at this time. Twenty-two sites, properties and buildings in the Maryland Inventory of Historic Properties are within the proposed RLA, including houses, churches and stores of historic significance

4. *The economic value of the resource-based industries or services proposed for protection through land conservation, such as agriculture, recreation, and tourism, as well as any social benefits that will result from the proposed RLA properties being preserved, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature.*

The estimated 2017 market value of farm products sold in this area (extrapolated from the 2017 USDA Census of Agriculture) is \$28 million annually. This is mainly commodity crops of soybeans and grain for poultry feed. Two feedmills are in proximity to the farms in this area, one located in the area. Broiler houses are also a mainstay of farming in this area; currently 57 houses of varying sizes are in operation. Recreation within the area is limited, however the tributaries feed St. Martins River, which is important for recreational boating. Also the Isle of Wight and Assawoman Bay watershed health is essential for the health of the northern coastal bays which provide boating, fishing and other tourism and recreation of state-wide value. Because the area is in close proximity to intensely developed Ocean City and other urban communities, there is high potential for farms supporting the local food supply, farm to schools, innovative partnerships and linking children to nature.

### Rural Legacy Plan

1. *The overall quality and completeness of the Rural Legacy Plan (Plan):*
  - a. *The degree to which existing planning, zoning, and growth management policies contribute to land conservation and the protection of cultural resources;*

Within the 11,743-acre proposed RLA, 10,300 acres are zoned A-1. Worcester County has among the most protective agricultural zoning in the state of Maryland, 5 lots may be subdivided from what was an original parcel of land in 1967. This protective zoning has for years been the main force at play in preventing sprawl in this area and throughout the county. 772 acres are zoned RP (Resource Protection). This is the county's most restrictive zoning and includes sensitive areas along waterways or that contain wetlands or are already preserved. The remaining land is zoned for other uses including residential but it is important to note that Worcester County did not map Tiers, so without sewer service, development is very limited even on these properties. Approximately 300 acres of land adjacent to Route 113 north of Showell is zoned I-1 or I-2 (industrial). Existing uses include a feedmill, cannabis greenhouse, concrete and asphalt plants, contractor shops, and natural gas tank production. These uses either support agriculture or are not a significant threat to the proposed area's agriculture or natural resources, and expansion is not planned. Worcester County is beginning to update the county comprehensive plan. It is anticipated that the plan will designate and prioritize this area for protection and that subsequent zoning will not change within this area.

- b. *The degree to which the proposed Plan is consistent with the applicable local comprehensive plan, including protection of sensitive areas and mineral resources;*

The 2006 Land Use Plan map identifies nearly the entire proposed RLA as "Agriculture". Land in the village of Bishopville is identified as "Village" and the existing industrial land adjacent to Route 113 is identified as "Industrial". The comp plan states that the areas designated as "Agriculture" must be reserved for farming, forestry and related industries with minimal residential or other incompatible uses

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permitted. The plan also states that land preservation should be pursued to maintain a critical mass of farms. The Priority Preservation Area (PPA) adopted in 2010, identifies only a portion of this area as a Priority Preservation Area. The upcoming revision of the comprehensive plan will be an opportunity to expand the PPA to include the entire proposed RLA. The comprehensive plan identifies areas of potential sand and gravel resources that includes a fairly large portion of this proposed RLA. A wide ridge of desirable soil extends from south of Snow Hill north to the state line. There are also large areas of suitable soils in the southwestern portion of the county. The county has not zoned any areas specifically for mineral extraction but mineral extraction is allowed in the A-1 zone.

- c. How well existing or new conservation programs are coordinated with the proposed acquisition Plan;*

The primary existing land conservation program is MALPF. MALPF generally only accepts applications for properties of at least 50 acres. This has been a barrier to entry into the program for interested landowners in the proposed RLA. It is hoped that once some "anchor" properties are protected with RL easements, adjacent farms will apply to sell easements to MALPF. Lower Shore Land Trust accepts donated easements in the county.

- d. How well the Plan will maximize acquisition of real property interests in contiguous blocks of land within the RLA while providing for protection of isolated acquisitions important to the Plan;*

The proposed area is small (11,743 acres) which will facilitate protection of contiguous farms as well as successfully protecting highest priorities. Eleven interested landowners have already been identified. Protection of many of these properties will serve as an anchor to build a contiguous protected area.

- e. Provisions for protection of resources, such as voluntarily granted or purchased easements, fee estate purchases, or gifts of lands;*

The Lower Shore Land Trust operates in Worcester County and accepts donated conservation easements. Worcester County can also accept donated land or conservation easements,

- f. Methodology for prioritizing and valuing or appraising easements;*

Properties with more than 5 development rights and properties adjacent to already protected land will have highest priority. Otherwise, we will work on a first come, first served basis with the intention of protecting all eligible properties in the RLA. We intend to use two "before and after" appraisals to determine value.

- g. Proposed titleholders for easement or fee estate acquisitions;*

The conservation easements will be held by Worcester County.

- h. The quality of the proposed stewardship program for holding and monitoring of easement restrictions in perpetuity.*

Worcester County has nearly 2 decades of experience holding and monitoring conservation easements.

2. The strength and quality of partnerships created for land conservation among federal, State, and local governments and land trusts for implementing the plan, including:

- a. Financial support (Executive Summary—Numbers)*

Worcester County will offer a cash match of \$50,000, and will consider future cash matches.

- b. Dedication of staff and resources*

Worcester County has a staff member dedicated to land conservation work.

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- c. *Commitment to and development of local land conservation policies, such as changes in zoning and use of transferable development rights.*

Worcester County has a long history of some of the strongest Agricultural zoning in the state. The county is committed to maintaining strong agricultural protection through effective zoning. The 2006 Comprehensive Plan is currently being revised, with every expectation that it will continue to support agricultural protection and specifically commit to protection of this proposed RLA.

3. The extent to which federal or other grant programs will serve as a funding match. (Executive Summary--Numbers)

*Federal or other funds are not at this time anticipated. If there is an opportunity to pursue federal funds to support this proposed RLA that will be done.*

4. A Sponsor's ability to carry out the proposed Plan and the goals and objectives of the Program.

**Other Plan Characteristics:** Landowner participation: Explain the anticipated level of initial landowner participation in the Plan. (Proposed Acquisitions table)

*Eleven landowners have expressed interest in selling a Rural Legacy easement, through response sheets, phone calls, or meeting attendance.*

**Public Participation:** Summarize public participation in the development of this application if not previously provided in the RLA application.

*Input regarding a new RLA in this part of the county was initially provided by the Worcester County Agricultural Land Preservation Advisory Board. A letter was sent to 197 landowners north of Route 50 in spring 2023, providing information about the Rural Legacy Program and requesting response regarding interest in participation. All landowners were also invited to an informational meeting that was held in Showell August 9, 2023. Six landowners attended the meeting. The boundaries of the proposed RLA are based upon landowner interest we received.*

**Municipal comments:** Summarize comments received and responses to municipalities within a mile of the RLA.

*No municipalities are within one mile of the proposed RLA.*

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State of Maryland  
 Department of Natural Resources  
 Rural Legacy Application  
 Funding Request

Area Name: Bishopville-Showell

Submission Date: February 13, 2024

**Anticipated Costs:**

	Non-Rural Legacy Funds	Rural Legacy Funds	TOTAL
Direct	\$75,000.00	\$825,000.00	\$900,000.00
Incidental	\$	\$60,000.00	\$60,000.00
Administrative	\$	\$27,000.00	\$27,000.00
Program Compliance	\$	\$13,000.00	\$13,000.00
Total	\$75,000.00		\$1,000,000.00
<b>Total Rural Legacy Funds Requested</b>		<b>\$925,000.00</b>	

Describe any funding, other than Rural Legacy Program funds, or other assistance which has been pledged for the acquisition and/or monitoring of real property as identified in the Executive Summary - Numbers Form of this application.

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Will you request Advance Payment for any costs? Yes \_\_\_ No X

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State of Maryland Department of Natural Resources  
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 2025

Rural Legacy Area Name Bishopville-Showell

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Drew, Mark and Mildred Kathy	11539 St. Martins Neck Road Bishopville, MD 21813	\$225,000- \$250,000	28.48	10	05-008034	21	55	N/A	E	N/A	N	N
2	Drew, Mark and Mildred Kathy	11828 Back Creek Road Bishopville, MD 21813	\$225,000- \$250,000	29.32	10	05-007747	15, 16	99, 100	N/A	E	N/A	N	N
3	McCabe Brothers	St. Martins Neck Road Bishopville, MD 21813	\$275,000- \$300,000	60.016	9	05-004144	6	207	N/A	E	N/A	N	N
4	Benson, Glenn	Selby Road Bishopville, MD 21813	\$275,000- \$300,000	61.931	10	05-006961	4	227	N/A	E	100 ft	N	N

# ITEM 13

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PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
5	Jaman, Donna	Mumford Road Bishopville, MD 21813	\$350,000- \$400,000	50.34	10	05- 006945	2	224	N/A	E	N/A	N	N
6	McCabe Brothers	Ames Road Bishopville, MD 21813	\$275,000- \$300,000	65.15	9	05- 005353	6	189		E	N/A	N	N
7	Hammond, Thomas and Marie	Hotel Road Bishopville, MD 21813	\$325,000- \$375,000	42.10	9	05- 004810	4	142		E	N/A	N	N
8	Tingle, Edward and Harcum Kathy	12938 Old Stage Road Bishopville, MD 21813	\$350,000- \$400,000	48	9	05- 003911	3	119		E	100 ft	N	N
9	Justice, Lester and Kimberly	9406 Morris Road Bishopville, MD 21813	\$225,000- \$300,000	37.62	2	05- 768649	24	25		E	N/A	N	N
10	Holloway, William and Judy	9087 Pitts Street Berlin, MD 21811	\$400,000- \$450,000	58.7	14	03- 002756	23	91		E	N/A	N	N

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### Application Check List New Applications

The following documents and attachments should be submitted with each copy of the Application for new Area designation and grant funding. One reproducible copy, and four double-sided copies should be submitted.

#### Document

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- \_\_\_\_\_ Cover Sheet
- \_\_\_\_\_ Executive Summary – Narrative (2 pages maximum)
- \_\_\_\_\_ Executive Summary - Numbers (2 pages maximum)  
Matching funds proposed (1 page maximum)
- \_\_\_\_\_ Grant Applications – Criteria & General Description (4 pages maximum)
- \_\_\_\_\_ Funding Request
- \_\_\_\_\_ Proposed Acquisitions Form
- \_\_\_\_\_ Map (one color PDF map):
  - Additional Instructions for the Map:
    - \*Please insure that the number of proposed priority properties shown on the map matches the number of priority properties on the proposed eligible property list.
    - \*The map should show other protected properties in the Area (by color using the legend to designate which color represents the different programs used the protection).
    - \*Please insure the map shows a clearly delineated Area boundary line.
- \_\_\_\_\_ Digital geographic information (GIS data) for the boundary of the Area and of the protected lands intersecting the boundary<sup>1</sup>. This should be transmitted electronically by email or other type of online file transfer service (*Dropbox, Google Drive, etc.*) to the Rural Legacy Program as a shapefile or geodatabase in NAD\_1983\_StatePlane\_Maryland\_FIPS\_1900 meters projection. This information must be submitted simultaneously with the Application (it can be as a separate email but should immediately follow the initial email with this Application) or the Application will be considered incomplete.

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<sup>1</sup> Please refer to the *GIS Submittal Guidelines* for more information.

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\_\_\_\_\_ 10 Color Digital Photos of the newly proposed Area.

**Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.**

**SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:**

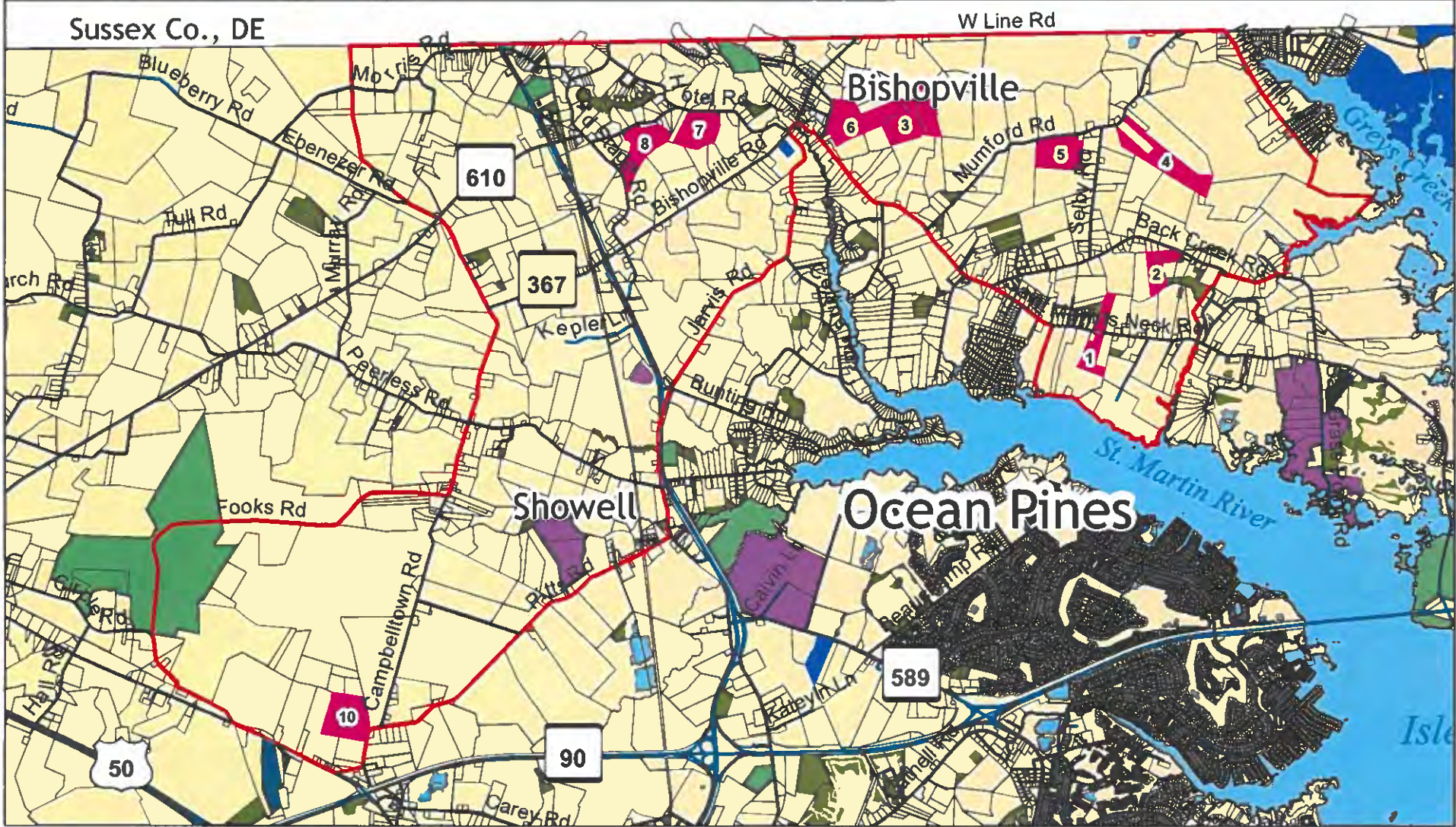
**Rural Legacy Program  
Land Acquisition and Planning Unit  
Tom McCarthy, Conservation Easement Supervisor  
Tom.mccarthy@maryland.gov**

***Fiscal Year \_\_\_\_\_ Grant Application submission deadline: Second Tuesday in February by 5:00 p.m.  
\*unless otherwise given specific permission***

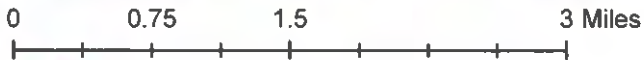
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# Proposed Bishopville-Showell Rural Legacy Area Boundary Worcester County, Maryland



December 28, 2023



Map prepared by Worcester County, Environmental Programs  
 Data sources: MDP PropertyView, MD DNR, LSLT,  
 and Worcester County

parks	LSLT Easements
Proposed Acquisitions, FY25	CREP Easements
Proposed RLA Boundary	State Lands
Parcel Boundary	Forest Conservation Easements





# Worcester County's Rural Legacy Areas

Volume 1

## What is the Rural Legacy Program?

Enacted by the General Assembly in 1997, Maryland's Rural Legacy Program has dedicated over \$464.209 million to preserve 120,805 acres of valuable farmland, forests, and natural areas. The Program provides funding to preserve large, contiguous tracts of land and to enhance natural resource, agricultural, forestry and environmental protection while supporting a sustainable land base for natural resource based industries. The program creates public-private partnerships and allows those who know the landscape best – land trusts and local governments – to determine the best way to protect the landscapes

that are critical to our economy, environment and quality of life.

With input from landowners and the public, local government identifies Rural Legacy Areas - delineated areas within a county that include both working farms and ecologically significant land. Once the Rural Legacy Area is state-approved, the county may competitively apply for funds to purchase conservation easements from willing landowners within the designated areas. Applications are submitted on an annual basis to the state's Rural Legacy Board for participa-

tion in the Program and to receive funding.

The goal is to save the best of what's left by creating greenbelts around Maryland's communities and saving our remaining countryside.

Currently, Worcester County has two Rural Legacy Areas (see page 3 and 4 for more information). The success of our Rural Legacy Areas is driven by landowners: participation in the program is entirely voluntary.

### Inside:

<i>Q&amp;A, Selling a RL easement</i>	2
<i>Landowner Spotlight</i>	2
<i>Dividing Creek RLA</i>	3
<i>Coastal Bays RLA</i>	4
<i>Contact Information</i>	4



*Farm protected by a Rural Legacy Easement in Worcester County, 2017*

### As of June 2023

- *There are 60 properties in the Rural Legacy program in Worcester County.*
- *Over 12,000 acres in Worcester County are protected by Rural Legacy easements.*
- *Over 33,000 acres of privately owned land is under permanent conservation easement in Worcester County, or 10% of Worcester's land area.*
- *There are over 250,000 acres of cropland and forest in Worcester County.*

## The Rural Legacy Easement Purchase Process and Provisions, Q & A

**How do I apply to sell an easement?** If your property is at least 40 acres and in a designated RLA you may be eligible to sell an easement. (Properties smaller than 40 acres may also be considered, if they are adjacent to already protected land or have unique or important characteristics). The property needs to have subdivision rights available, determined by the county. Property owners will be worked with generally on a first-come first served basis, as long as the property is eligible, and as funds become available.

**How is the value of the easement determined?** The Rural Legacy Program pays for two “before and after” appraisals. The landowner is offered the average of the two appraised values as long as they are within 20% of each other. On rare occasions a third appraisal is needed.

**What can I expect to be offered?**

The per acre payment varies as each property is different. Payments recently have ranged from \$2,000 to \$2,600 per acre in the Dividing Creek and the Coastal Bays RLAs.

**If I am made an offer do I have to**

**accept it?** No.

**Do I still own my land if I sell an easement?** Yes. Certain rights have been sold, but the landowner continues to own the land and can continue to use it for agriculture, timber production, residential and possibly other uses. The property may be sold; the easement runs with the land and will apply in perpetuity.

**If I sell an easement, can the government or the public enter my property?** The easement does not grant the public access. The easement does grant access to Worcester County for the purpose of periodic monitoring with notice to the landowner, to ensure the provisions of the easement are complied with.

**Can I negotiate the terms of the easement?** The deed of easement contains standard provisions. One residence, and accessory structures associated with the residence, are allowed on the property. No subdivi-



*Land protected by a Coastal Bays RLA easement, Worcester County, 2023*

sion is allowed. Impervious surface (buildings and roads) is limited. Streams must have a vegetative buffer. The landowner should make sure to understand the restrictions prior to signing an agreement of sale.

**Can I or a future landowner purchase rights back in the future?** The easement is perpetual.

**How long does it take to sell a Rural Legacy easement?** From ordering appraisals to settlement, it can take one year. If funding is not immediately available, it will take longer.

### Landowner Spotlight



*Christian Martin with his grandfather Wayne Holland*

**Christian Martin** (Glad Mar Grain) is a third-generation grain / fresh vegetable farmer in Pocomoke City.

He says: “From a young age I knew I would be a farmer, almost all summers and weekends throughout school I could be found right next to my Pop-Pop, whether it was maintaining equipment in the shop or working in the field, I was there.”

Glad Mar Grain has enrolled properties in MALPF and the Rural Legacy Program starting in 2013. Mr. Martin says he and his family company have participated in land protection programs mainly to ensure that the land they own will be permanently in agricultural use. Payments have also allowed the company to purchase farms that would otherwise not have been possible.

“Land protection programs are an amazing asset to Maryland’s “ag” community, not only do they ensure the continuation of agriculture in the state, they also helps farmers to combat the ever-rising land prices due to housing, tourism, and the expansion of the towns and cities the farms surround,” he says.



## Rural Legacy Areas and Easements in Worcester County

Worcester County contains two Rural Legacy Areas: Coastal Bays Rural Legacy Area and Dividing Creek Rural Legacy Area (see maps this page and next).

These two areas were designated Rural Legacy Areas because they contain large contiguous areas of working farms and forests as well as ecologically sensitive areas, including bay, river and creek shorelines. The RLA boundaries were established with input from landowners.

The 46,000-acre **Coastal Bays RLA** was established in 1999 and has been expanded twice since then to include all of the Chincoteague Bay watershed as well as extending west to the Pocomoke State For-

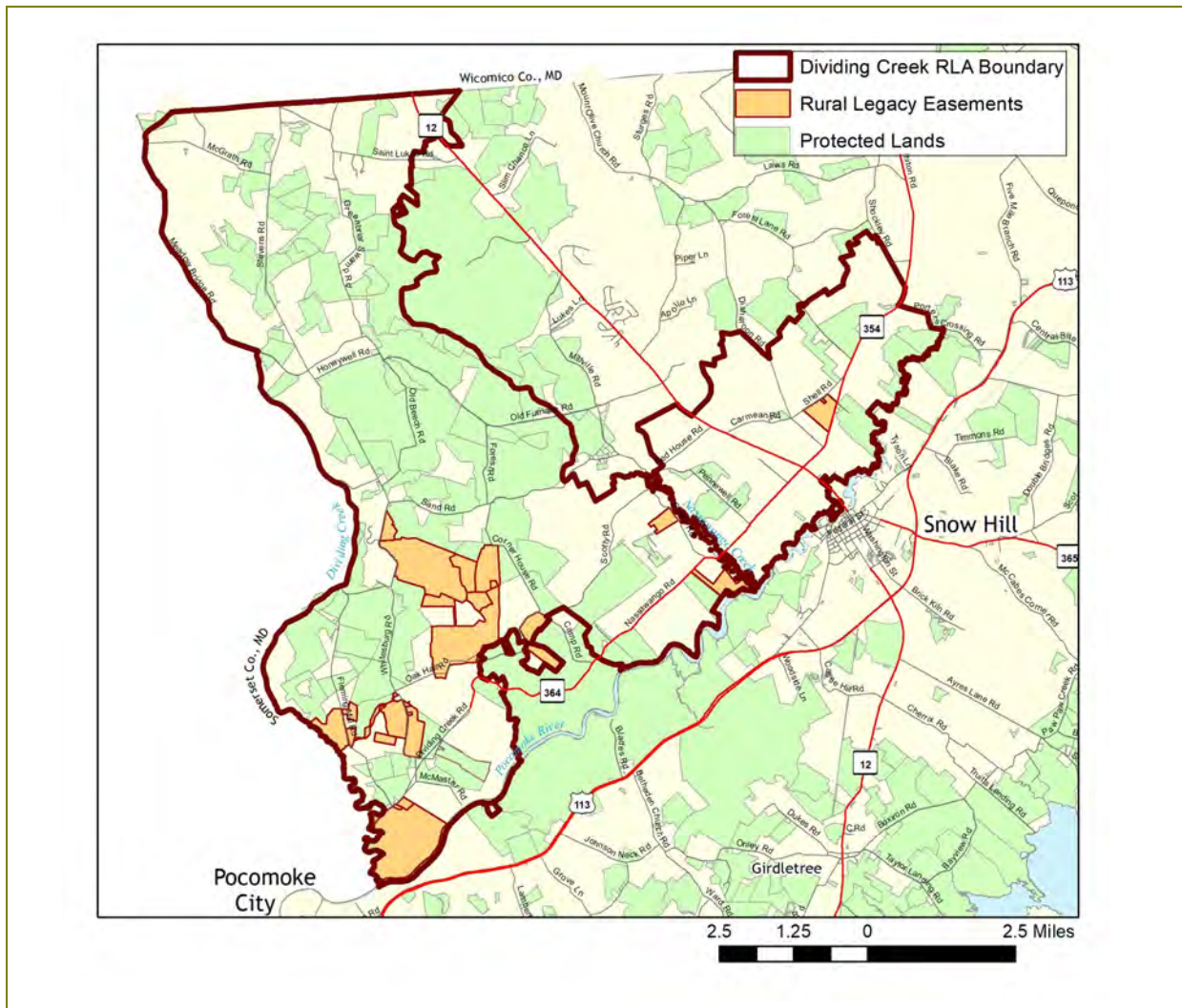
est. 9,900 acres (48 properties) have been protected with a Rural Legacy easement in the Coastal Bays RLA.

The 67,812-acre **Dividing Creek RLA** was established in 2009. Over 3,300 acres (12 properties) have been protected with a RL easement in the Dividing Creek RLA.

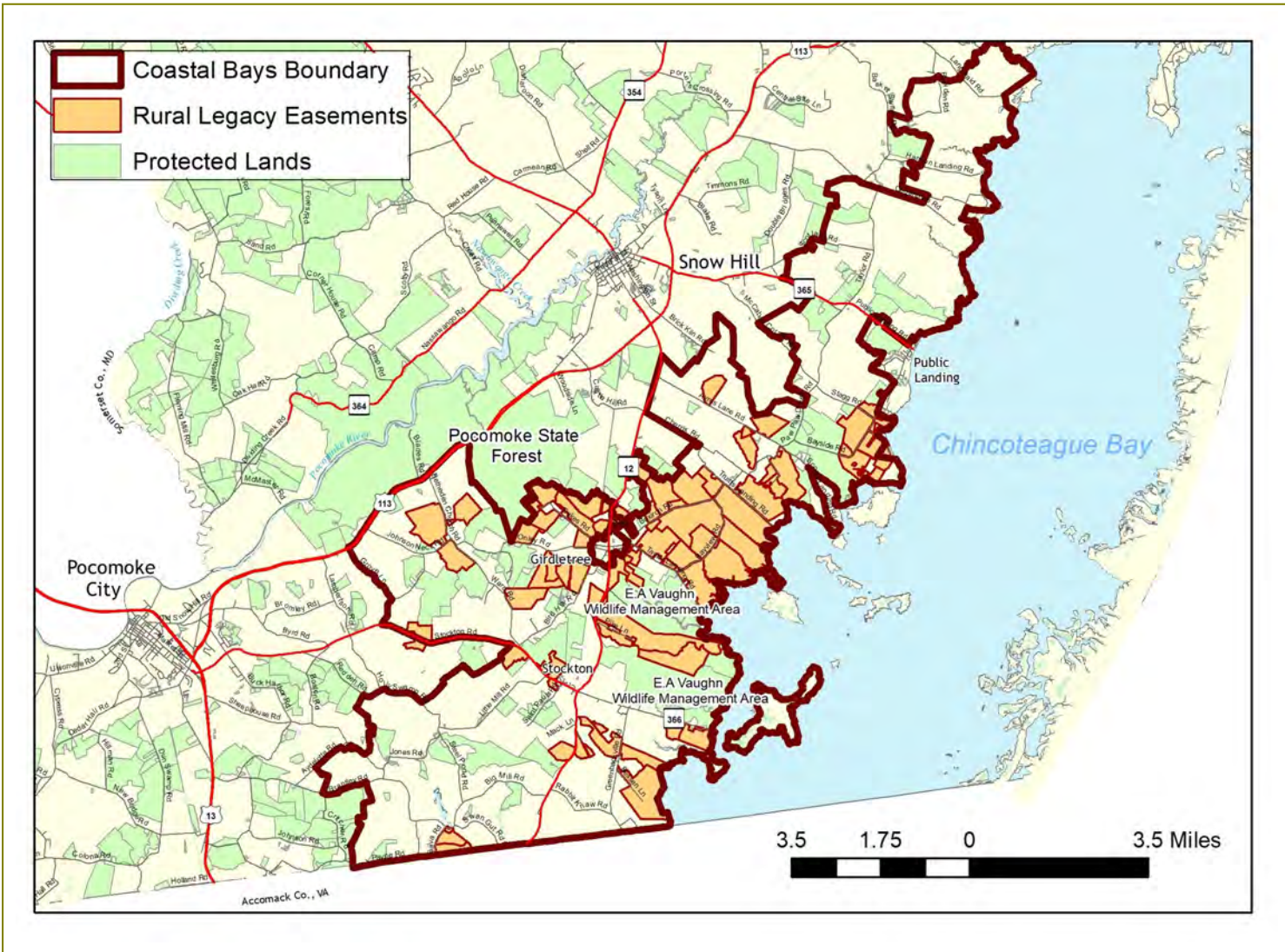
Since 1999, nearly \$14 million has been granted to Worcester County for Rural Legacy easement purchases in both RLAs.

Worcester County could establish a third Rural Legacy Area elsewhere in the county, if the proposed area meets program criteria, including support from landowners.

### Dividing Creek Rural Legacy Area, June 2023







Worcester County Environmental Programs Dept.  
 Worcester County Government Center  
 1 West Market Street, #1306  
 Snow Hill, MD 21863

**Rural Legacy Program Administrator:**  
 Katherine Munson — 410-632-1220, ext 1302  
 kmunson@co.worcester.md.us



[www.co.worcester.md.us](http://www.co.worcester.md.us)



*Farm protected with a Rural Legacy Easement in Worcester County 2022*



# Proposed Bishopville-Showell RLA

WORCESTER COUNTY  
DEPARTMENT OF ENVIRONMENTAL PROGRAMS  
FEBRUARY 6, 2024

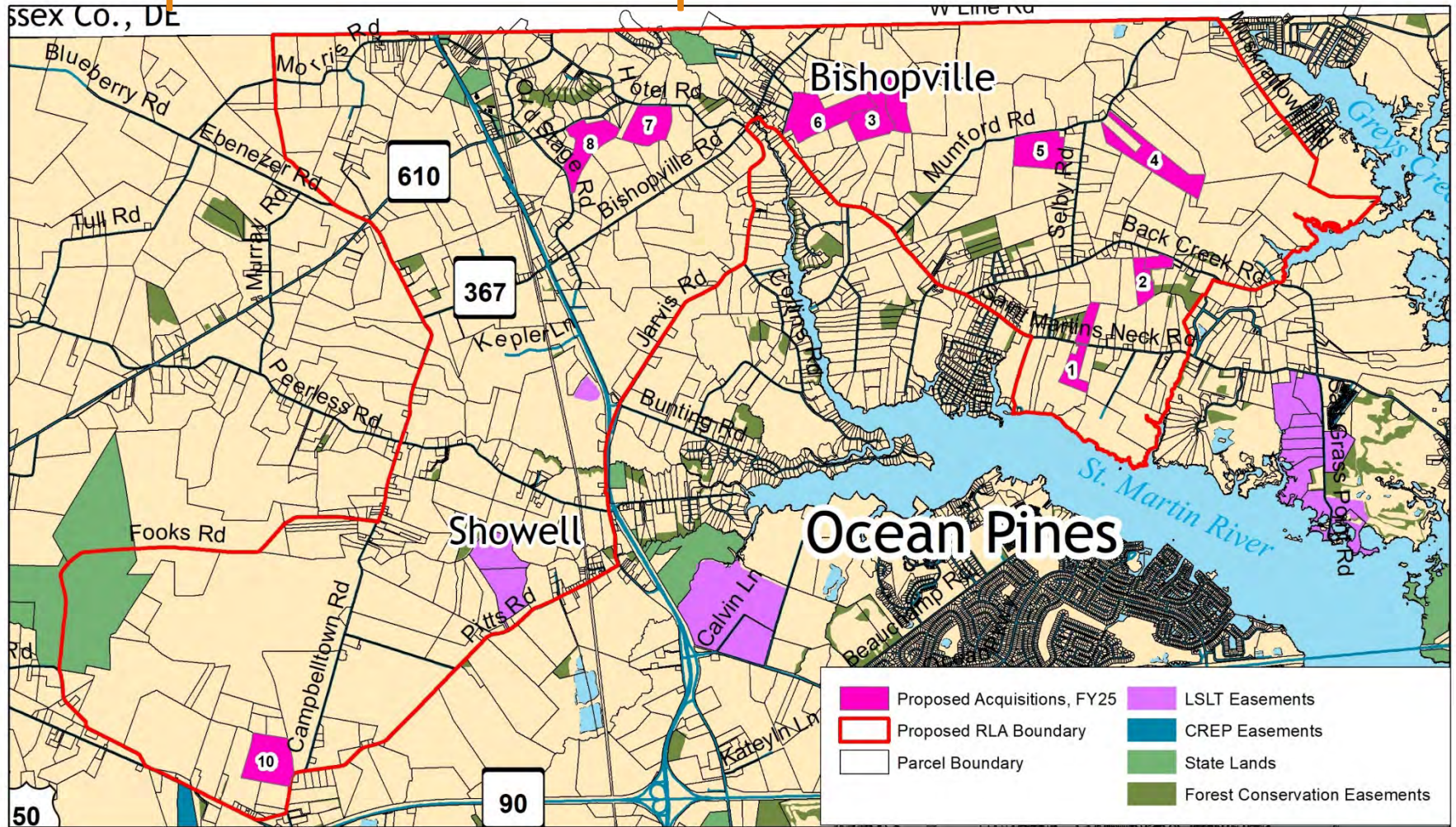




# Protected Lands, Worcester County

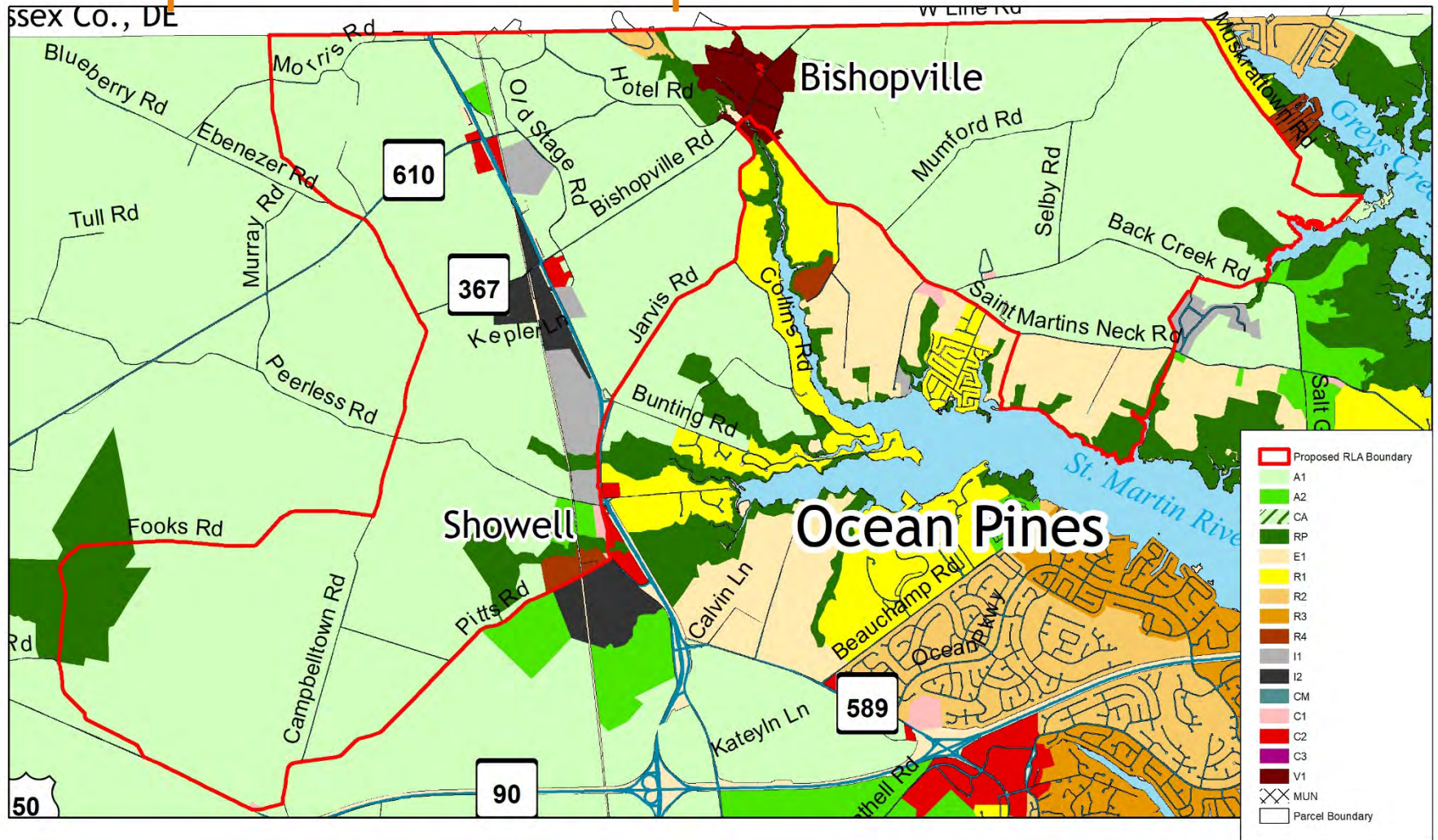
- Total acres in Worcester County: 303,900
  - 13,000+ acres Rural Legacy
  - 9,900+ acres Maryland Agricultural Land Protection Foundation(MALPF)
  - 6,000+/- acres donated – Lower Shore Land Trust(LSLT)
  - 650+/- acres Conservation Reserve Enhancement Program (CREP) perm easement
  - 44,000 acres State lands
  - 5,400 acres The Nature Conservancy(TNC)
  - **32.5% protected**
  - Protection concentrated in southern county
-

# Proposed Bishopville-Showell RLA





# Proposed Bishopville-Showell RLA





# Proposed Bishopville- Showell RLA

- **11,743 acres, over 1,000 parcels**
- **3,600 acres prime farmland**
- **5,777 acres cropland**
- **3,600 acres woodland**
- **10,300 acres zoned A-1**
- **22 historic properties**
- **11 interested landowners**



# Questions?

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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 

**Subject:** **Rural Legacy – FY 25 Grant Application**  
Dividing Creek Rural Legacy Area

**Date:** 1/29/24

Attached you will find a memorandum from Katherine Munson and an application for funding for the Dividing Creek Rural Legacy Area (RLA). The amount requested in this application totals \$4,689,000. There is no required County match to participate in this state program. The County is in partnership with Somerset County for the Dividing Creek RLA and they are reviewing the RLA.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999). The funding pays for the perpetual easements and reimburses the county for administrative costs. The usual award is \$1-2MM+ per RLA, depending on the state budget process. Somerset County has also reviewed and approved their portion of the RLA.

The program requires a preference indicated each cycle for which RLA we wish to have forwarded for preferred funding. We typically alternate between the two programs. Because we are submitting a **new** proposed RLA area for the Bishopville-Showell area, we still have unexpended grant funds from FY 23 available, and are not submitting a Coastal Bays RLA application for FY 25, we recommend that the **Bishopville-Showell RLA** be listed as the preferred RLA on our application. Therefore, I respectfully recommend that the County Commissioners authorize President Bertino to sign the attached letter as indicated and include the recommended preference.

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

### Enclosures

1. Draft Preference letter (to be signed by President Bertino)
2. Bishopville-Showell RLA map
3. Dividing Creek RLA application with map (prepared by LSLT w input from Somerset and Worcester Co, to be signed by staff)

cc: Roscoe Leslie  
Katherine Munson  
Dave Bradford  
Kim Reynolds



DATE

Rural Legacy Board  
c/o Rural Legacy Program  
Land Acquisition and Planning Unit  
Maryland Department of Natural Resources  
580 Taylor Ave., E-4  
Annapolis, MD 21401

RE: Rural Legacy Areas, FY25 Applications

Dear Members of the Rural Legacy Board:

The Worcester County Commissioners are pleased to submit a proposal for a new Rural Legacy Area and a request for funding for the Dividing Creek RLA. Since we are requesting funding for more than one RLA, we are asked to indicate which application we favor for funding in FY25. We place higher priority on the proposed Bishopville-Showell RLA application for FY25.

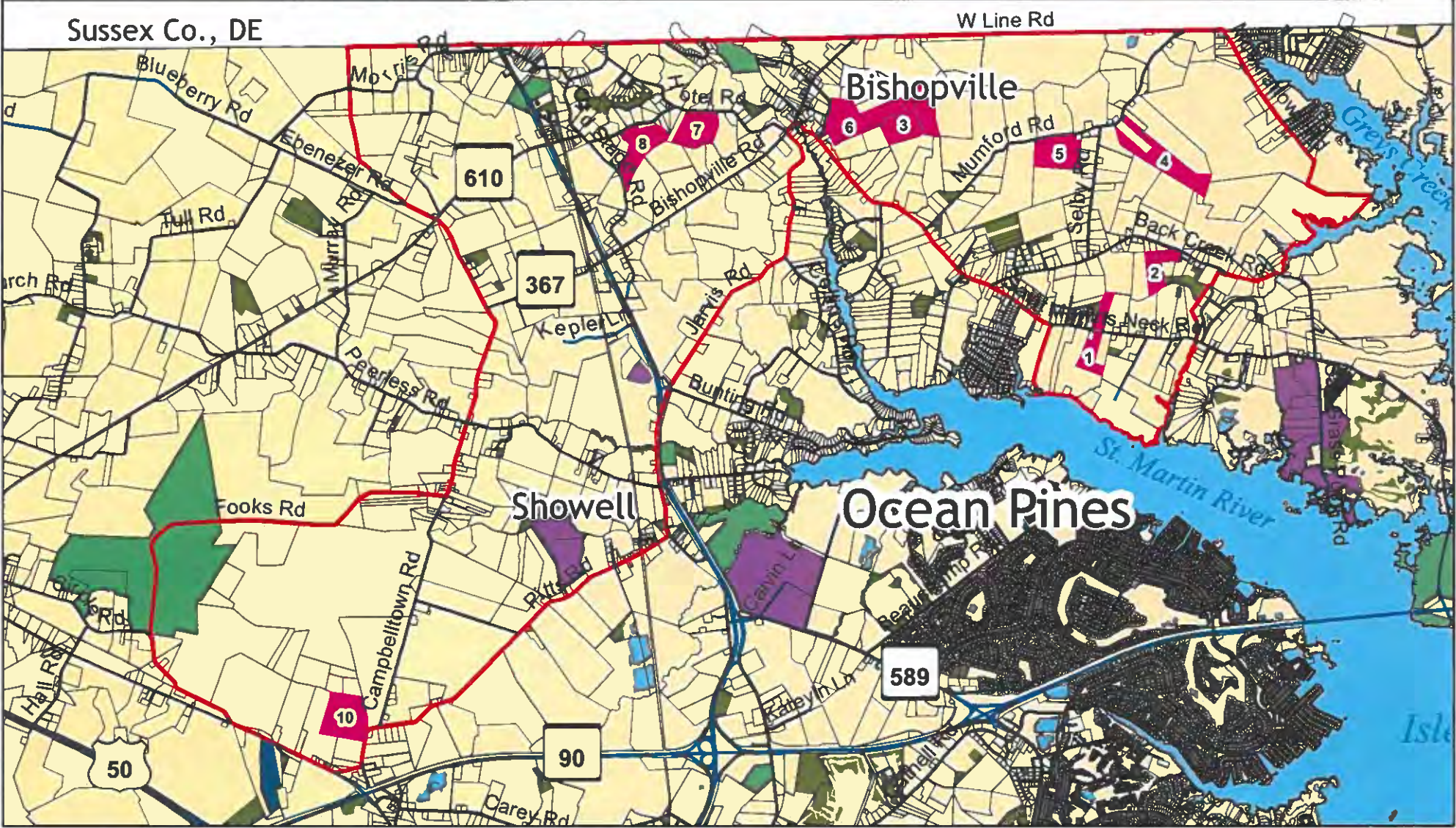
Thank you for considering our FY25 applications. We look forward to continuing to work with the Rural Legacy Program on our shared land protection goals in FY25.

Sincerely,

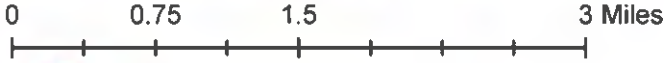
Anthony W. Bertino, Jr.  
President

cc: Bob Mitchell, Director, Environmental Programs (EP)  
David Bradford, Deputy Director, EP  
Katherine Munson, Planner V, EP


# Potential Bishopville-Showell Rural Legacy Area Boundary Worcester County, Maryland



December 28, 2023



	Proposed Acquisitions, FY25		LSLT Easements
	Proposed RLA Boundary		CREP Easements
	Parcel Boundary		State Lands
			Forest Conservation Easements


 Map prepared by Worcester County, Environmental Programs  
 Data sources: MDP PropertyView, MD DNR, LSLT,  
 and Worcester County

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**Cover Sheet Rural Legacy Application**

Please complete this Cover Sheet and submit it with all Attachments

Rural Legacy Area Name: Bishopville-Showell

Name of Sponsor: Worcester County

County or Counties Where Eligible Properties Located: Worcester County

Name of Sponsor's Lead Contact:  
Katherine Munson

Contact's Title: Planner V

Daytime Phone Number: 410-632-1220 ext 1302 Fax #: 410-632-2012

E-Mail Address: kmunson@co.worcester.md.us

Address: Worcester County Dept of Environmental Programs; 1 West Market St. Suite 1306; Worcester County Govt Center  
Snow Hill, MD 21863

As authorized representative of the above referenced Sponsoring organization, I hereby certify that the information in this application is accurate and complete to the best of my knowledge.

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

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**Rural Legacy Program Grant Application  
Application for New Area Designation**

**Executive Summary – Narrative  
(two page maximum limit)**

*A. Describe the boundaries of the proposed RLA.*

The proposed 11,743-acre RLA begins at the state line and includes portions of Maryland's Isle of Wight and Assawoman Bay watersheds. It includes land surrounding the unincorporated villages of Bishopville and Showell.

*B. Summarize the location, use and quality of properties proposed, including attributes of the resources protected--agricultural, forestry, cultural, and natural resources--as they relate to the criteria for the Program; i.e., the nature of the resources, their quality, geographic (extent) and occurrence in contiguous blocks, corridors, greenways, and boundaries, etc., and their importance and public/economic value.*

The proposed RLA includes a portion of the northern most coastal bays watersheds in Maryland and the last remaining contiguous area of farmland in the northern coastal bays watershed, an area that continues to be under the most intense development pressure in Worcester County, and also the least protected. This area is highly productive, with over one third of the area, 3,600 acres, prime farmland; 5,777 acres in cropland. Woodland covers 3,594 acres in the proposed RLA, most of it (2,815 acres) mixed woodland. The proposed area includes portions of Birch Branch, Middle Branch, Carey Branch, Slab Bridge Prong and Bishopville Prong, tributaries of the St. Martin River. Past studies and monitoring have revealed degradation of these streams, and that stream buffers are lacking. The Rural Legacy Program offers an opportunity to address this water quality and habitat deficit. Several "Green Infrastructure" corridors pass through the proposed area, along the noted tributaries, connecting hubs of contiguous blocks of woodland to the west and east, within and adjacent to the proposed area. The farmland and forested land in this area is of importance to the local agricultural industry that relies on contiguous farmland for productivity. While most farming activity is commodity grain-based and supported by the two local feed mills in Bishopville and Frankford, Delaware, the adjacency to highly urbanized areas including Ocean Pines and West Ocean City offers farmers opportunities for various other ventures, including row crops, orchards, as well as a variety of value-added enterprises. The public value of protecting this area includes nearby access to farm products, as well as less traffic/cleaner air, beautiful vistas and preservation of a long human history of farming and rural life. Twenty-two sites, properties and buildings in the Maryland Inventory of Historic Properties are within the proposed RLA, including houses, churches and stores of historic significance. The villages of Bishopville and Showell themselves are part of the rural fabric of the area, and their integrity would also be threatened by extensive non-agricultural development. The Isle of Wight and Assawoman bay watersheds are already showing signs of degradation. Minimization of impervious surface is essential to preventing further degradation of the streams and the river and bays they feed.

*C. Summarize and explain the long-term preservation goals and objectives of the Plan, including the percent of total RLA to be permanently protected, and the estimated use of Rural Legacy funds, and other federal, State and local funds or programs. Include a schedule for expected plan accomplishments, including an estimated year when the Plan will be complete.*

The long-term goal is that the area continues to thrive in agricultural production, that the green infrastructure hubs and corridors in the area are viable, that impervious surface remains low in the Isle of Wight and Assawoman Bays to assure long term water quality health. To achieve this, the long-term preservation goal is 60% of the proposed area, working with willing landowners. Funding is anticipated to be primarily from Rural Legacy and MALPF, with matching funds from the county anticipated. Once some farms are protected with Rural Legacy funds, MALPF funds can be sought to protect adjacent farms, where there are interested landowners. This is anticipated to be completed within a 15-20 year period.

*D. Describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent development of private land until it can be permanently protected and how these tools will protect the character of the RLA for properties that may not be permanently protected. With respect to 1) existing programs; 2) new programs; and 3) programs and actions under study (with an estimate of their likelihood for*



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*enactment and implementation), explain concisely how each of the following, as applicable, supports Rural Legacy objectives:*

- protective zoning,*
- PDR programs,*
- TDR programs,*
- natural resource and environmental protection measures,*
- support for rural economic activities, and*
- any other programs that contribute to meeting the Plan's objectives.*

Within the proposed area, 10,300 acres are zoned A-1. Worcester County has among the most protective agricultural zoning in the state of Maryland, 5 lots may be subdivided from what was an original parcel of land in 1967. This protective zoning has for years been the main force at play in preserving land in this area. This zoning policy is anticipated to continue in the foreseeable future. 772 acres are zoned RP (Resource Protection). This is the most restrictive zoning and includes sensitive areas along waterways or that contain wetlands or are already preserved. It should be noted that there are residential, commercial and industrial uses within this proposed area. Under 100 acres are zoned C-1 or C-2 (commercial). These areas are adjacent to the established villages, or adjacent to Route 113. Parcels south of St. Martin's Neck Road are zoned E-1 ("estate"). These are parcels that could subdivide at 1 unit per two acres, if sewer service were available (Worcester County did not map Tiers). Many of these parcels are small active farms, contain prime agricultural soils and would be important to protect as they are adjacent to St. Martin River. Approximately 300 acres of land adjacent to Route 113 north of Showell is zoned I-1 or I-2 (industrial). Existing uses include a feedmill, cannabis greenhouse, concrete and asphalt plants, contractor shops, and natural gas tank production. These uses either support agriculture or are not a significant threat to the proposed area's agriculture or natural resources. Two small areas are zoned for residential use: an area adjacent to the village of Showell and a small subdivision that straddles the state line. Bishopville is included in the proposed area, it is zoned V-1 (village). Worcester County is beginning to update the county comprehensive plan. It is anticipated that the plan will designate and prioritize this area for protection and that subsequent zoning will not change within this area.

A county PDR or TDR program is not anticipated. Besides the Rural Legacy Program, Worcester County will use MALPF primarily, as well as any other available land protection program, to work with willing landowners to protect land in this area.

The Atlantic Coastal Bays Critical Area provides protection on Bishopville Prong, St. Martin River, Back Creek and the tidal tributaries that feed them. The Forest Conservation law protects woodland during the development process outside of the Critical Area.

The county's Right to Farm law protects farm activities in the A-1 zone. Economic development and tourism department promotes agri-tourism such as U-pick.

*E. Summarize any threat to the resources and character of the area. What is the Sponsor or local government in the area doing to address this threat?*

The 11,743-acre area contains over 1,000 parcels. Significant parcelization or subdivision of land has already occurred, especially compared to the southern part of the county, where agricultural parcels are larger and there has been less intrusion of residential and other uses. There are 657 parcels under 5 acres within the area, but these are mostly in concentrated areas in and around Bishopville, Showell and along Back Creek and St. Martins Neck Roads. There are still large contiguous areas of farmland remaining. But, in general, farms are small; many are 20 – 30 acres or even less. Although A-1 zoning minimizes development, small farms can become small, large lot subdivisions that impact the farming community by breaking up farmland and adding traffic to rural roads. The smaller size of farms has been a challenge for participating in MALPF (that requires a minimum of 50 acres). It is our belief that once some farms are protected with RL easements, adjacent farms will be well-positioned to apply to sell easements to MALPF.

*F. Describe the degree to which the set of protection and preservation mechanisms comprising the Plan, as described above, are likely to succeed in preserving multiple resources that are extensive, important, of high quality, etc., in the RLA. Explain your rationale for these expectations given current and expected development pressure.*

We believe that there is a high likelihood of success, but time is of the essence. If action is taken soon to work with interested landowners to purchase RL easements, starting with the several who have expressed strong interest, we believe we can build a contiguous protected area within a matter of a few years. In the meantime, Worcester's strong A-1 zoning and commitment to keeping this area zoned A-1, will help as well in maintaining the area's rural character.

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**Rural Legacy Program Grant Application  
Application for New Area Designation**

**Executive Summary - Numbers**

1. What is the total acreage of the proposed Rural Legacy Area (RLA) 11,743 acres
2. Is the proposed RLA designated in the county Master or Comprehensive Plan? No
3. How many acres do you propose to protect with the funds requested in this RLP application?  
200 acres
4. How many parcels of the current request are less than 10 acres? none
5. What is the projected cost per acre for land acquisition proposed in this application?  
Easement \$4,500 - \$6,000  
Fee Simple N/A
6. What is the projected total cost per acre (land and transactional costs including administrative, indirect and compliance costs) proposed in this application? \$6,500 - \$8,000
7. How many acres, including the acres proposed in this application, do you plan to protect with RLP funds over the next 10 years of the program? 2,000
8. How much RLP funding, including the request in this application, will you require to reach your 10-year land protection goals for the RLA? \$12,000,000.00
9. How many total acres will be protected, by all mechanisms, if the 10-year land protection goals for the RLA are achieved? 3,000
10. What is the long-term, total land protection goal for the RLA? 7,000 (acres) (60% of RLA)

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Note: Funds below should be targeted for the proposed Rural Legacy Area only, not the whole County. Do not include State money as matching funds, including MALPF, POS, or Rural Legacy funds.

<b>Matching Funds <i>proposed</i> for land preservation in the proposed Rural Legacy Area for the period of January 2025 through December 2025.</b>				
<b>SOURCE OF FUNDING</b> Federal, Local, Private, Other (specify)	<b>TYPE OF FUNDING*</b>	<b>FUNDS ARE PROPOSED OR APPLIED FOR</b>	<b>AMOUNT OF FUNDING</b>	<b>ACRES TO BE PROTECTED</b>
Worcester County	Cash	Rural Legacy easement purchase	\$75,000	20-30 acres
* Examples of Funding Types are: <b>County</b> - Cash, County agricultural preservation programs, purchased or transferable development rights programs; <b>Federal</b> - National Park Service, Forest Legacy, Land and Water Conservation Fund; <b>Private</b> - Grants and gifts from foundations or individuals.				

How much money did the County match towards MALPF State funds? \$50,000.00

Was this amount the full matching amount? No

Additional or explanatory comments: \_\_\_\_\_

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**Rural Legacy Program Grant Application  
Application for New Area Designation**

**Criteria and General Description  
(four page maximum limit)**

**Rural Legacy Area - General description:**

1. *The significance of the agricultural, forestry, and natural resources proposed for protection.*
  - a. *The degree to which proposed fee or easement purchases will protect the location, proximity, and size of contiguous blocks of lands, green belts or greenways, or agricultural, forestry, or natural resource corridors.*

The 11,743-acre area contains over 1,000 parcels. Significant parcelization or subdivision of land has already occurred, but most of the residential parcels are concentrated around and in Bishopville, Showell and some older subdivisions established prior to more restrictive zoning. There are 155 parcels over 20 acres in size, creating a contiguous swath of farm and forested land across the proposed area. With eleven (11) landowners having expressed interest, we believe that easement purchases can quickly begin to build a contiguous area of protected farm and forest land in this proposed area.

- b. *The nature, size, and importance of the land area to be protected, such as farmland, forests, wetlands, wildlife habitat and plant species, vegetative buffers, or bay or waterfront access, average width of riparian buffers located on the proposed Rural Legacy Area (RLA) properties.*

The farmland in this proposed area is among the highest quality in the county, with over one third of the area, 3,600 acres, prime farmland; 5,777 acres in cropland. Protection of the farmland and forested land in this area is of importance to the local agricultural industry that relies on contiguous farmland and limited residential use. Several "green infrastructure" corridors traverse the proposed area along tributaries, connecting hubs of contiguous blocks of woodland to the west and east. There are multiple streams that feed St. Martins River in this area. Providing permanent vegetative buffers on these streams and on the river will be important to protection and restoration of this watershed.

- b. *The quality and public or economic value of the land, including forms of public access that will be permitted on the proposed RLA properties, i.e. hunting, educational school trips, and trail access.*

Public access is not intended to be provided on the vast majority of proposed RLA properties, most of which are working farms. Hunting and hunting leases will be allowed. The estimated market value of farm products sold in this area (extrapolated from the 2017 USDA Census of Agriculture) is approximately \$28 million annually. There is a need for outdoor access in the northern end of the county, and the designation of this RLA does open the opportunity for acquisition of public land in this area, that may be suitable for trails.

2. *The degree of threat to the resources and character of the area proposed for preservation, as reflected by patterns and trends of development and landscape modifications in and surrounding the proposed RLA.*

The farmland in this area is under threat, as general demand for real estate for residential use has risen, and also due to proximity to Ocean City, West Ocean City, Ocean Pines and Sussex County, Delaware. Sussex County, Delaware has experienced rapid and intense residential growth across its rural landscape within the last decade, which is evident immediately upon crossing the state line. This is already impacting rural roads in Worcester County including within the proposed RLA. Subdivision in the A-1 zone is parcel-based; the smaller parcel size in this area has the potential to result in more dense development. The trend in residential development has overall been fairly slow, due to A-1 zoning restrictions: 90 residential units have been built since 2000 in the proposed RLA;

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26 of these since 2017. If development continues at this rate, the rural nature of this area, and its support of farming, will slowly erode.

3. *The significance and extent of the cultural resources proposed for protection through fee estate purchases, including the importance of historic sites and significant archaeological areas.*

No fee purchases are anticipated at this time. Twenty-two sites, properties and buildings in the Maryland Inventory of Historic Properties are within the proposed RLA, including houses, churches and stores of historic significance

4. *The economic value of the resource-based industries or services proposed for protection through land conservation, such as agriculture, recreation, and tourism, as well as any social benefits that will result from the proposed RLA properties being preserved, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature.*

The estimated 2017 market value of farm products sold in this area (extrapolated from the 2017 USDA Census of Agriculture) is \$28 million annually. This is mainly commodity crops of soybeans and grain for poultry feed. Two feedmills are in proximity to the farms in this area, one located in the area. Broiler houses are also a mainstay of farming in this area; currently 57 houses of varying sizes are in operation. Recreation within the area is limited, however the tributaries feed St. Martins River, which is important for recreational boating. Also the Isle of Wight and Assawoman Bay watershed health is essential for the health of the northern coastal bays which provide boating, fishing and other tourism and recreation of state-wide value. Because the area is in close proximity to intensely developed Ocean City and other urban communities, there is high potential for farms supporting the local food supply, farm to schools, innovative partnerships and linking children to nature.

#### **Rural Legacy Plan**

1. *The overall quality and completeness of the Rural Legacy Plan (Plan):*
  - a. *The degree to which existing planning, zoning, and growth management policies contribute to land conservation and the protection of cultural resources;*

Within the 11,743-acre proposed RLA, 10,300 acres are zoned A-1. Worcester County has among the most protective agricultural zoning in the state of Maryland, 5 lots may be subdivided from what was an original parcel of land in 1967. This protective zoning has for years been the main force at play in preventing sprawl in this area and throughout the county. 772 acres are zoned RP (Resource Protection). This is the county's most restrictive zoning and includes sensitive areas along waterways or that contain wetlands or are already preserved. The remaining land is zoned for other uses including residential but it is important to note that Worcester County did not map Tiers, so without sewer service, development is very limited even on these properties. . Approximately 300 acres of land adjacent to Route 113 north of Showell is zoned I-1 or I-2 (industrial). Existing uses include a feedmill, cannabis greenhouse, concrete and asphalt plants, contractor shops, and natural gas tank production. These uses either support agriculture or are not a significant threat to the proposed area's agriculture or natural resources, and expansion is not planned. Worcester County is beginning to update the county comprehensive plan. It is anticipated that the plan will designate and prioritize this area for protection and that subsequent zoning will not change within this area.

- b. *The degree to which the proposed Plan is consistent with the applicable local comprehensive plan, including protection of sensitive areas and mineral resources;*

The 2006 Land Use Plan map identifies nearly the entire proposed RLA as "Agriculture". Land in the village of Bishopville is identified as "Village" and the existing industrial land adjacent to Route 113 is identified as "Industrial". The comp plan states that the areas designated as "Agriculture" must be reserved for farming, forestry and related industries with minimal residential or other incompatible uses

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permitted. The plan also states that land preservation should be pursued to maintain a critical mass of farms. The Priority Preservation Area (PPA) adopted in 2010, identifies only a portion of this area as a Priority Preservation Area. The upcoming revision of the comprehensive plan will be an opportunity to expand the PPA to include the entire proposed RLA. The comprehensive plan identifies areas of potential sand and gravel resources that includes a fairly large portion of this proposed RLA. A wide ridge of desirable soil extends from south of Snow Hill north to the state line. There are also large areas of suitable soils in the southwestern portion of the county. The county has not zoned any areas specifically for mineral extraction but mineral extraction is allowed in the A-1 zone.

- c. How well existing or new conservation programs are coordinated with the proposed acquisition Plan;*

The primary existing land conservation program is MALPF. MALPF generally only accepts applications for properties of at least 50 acres. This has been a barrier to entry into the program for interested landowners in the proposed RLA. It is hoped that once some "anchor" properties are protected with RL easements, adjacent farms will apply to sell easements to MALPF. Lower Shore Land Trust accepts donated easements in the county.

- d. How well the Plan will maximize acquisition of real property interests in contiguous blocks of land within the RLA while providing for protection of isolated acquisitions important to the Plan;*

The proposed area is small (11,743 acres) which will facilitate protection of contiguous farms as well as successfully protecting highest priorities. Eleven interested landowners have already been identified. Protection of many of these properties will serve as an anchor to build a contiguous protected area.

- e. Provisions for protection of resources, such as voluntarily granted or purchased easements, fee estate purchases, or gifts of lands;*

The Lower Shore Land Trust operates in Worcester County and accepts donated conservation easements. Worcester County can also accept donated land or conservation easements.

- f. Methodology for prioritizing and valuing or appraising easements;*

Properties with more than 5 development rights and properties adjacent to already protected land will have highest priority. Otherwise, we will work on a first come, first served basis with the intention of protecting all eligible properties in the RLA. We intend to use two "before and after" appraisals to determine value.

- g. Proposed titleholders for easement or fee estate acquisitions;*

The conservation easements will be held by Worcester County.

- h. The quality of the proposed stewardship program for holding and monitoring of easement restrictions in perpetuity.*

Worcester County has nearly 2 decades of experience holding and monitoring conservation easements.

2. The strength and quality of partnerships created for land conservation among federal, State, and local governments and land trusts for implementing the plan, including:

- a. Financial support (Executive Summary—Numbers)*

Worcester County will offer a cash match of \$50,000, and will consider future cash matches.

- b. Dedication of staff and resources*

Worcester County has a staff member dedicated to land conservation work.

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- c. *Commitment to and development of local land conservation policies, such as changes in zoning and use of transferable development rights.*

Worcester County has a long history of some of the strongest Agricultural zoning in the state. The county is committed to maintaining strong agricultural protection through effective zoning. The 2006 Comprehensive Plan is currently being revised, with every expectation that it will continue to support agricultural protection and specifically commit to protection of this proposed RLA.

3. The extent to which federal or other grant programs will serve as a funding match. (Executive Summary--Numbers)

*Federal or other funds are not at this time anticipated. If there is an opportunity to pursue federal funds to support this proposed RLA that will be done.*

4. A Sponsor's ability to carry out the proposed Plan and the goals and objectives of the Program.

**Other Plan Characteristics:** Landowner participation: Explain the anticipated level of initial landowner participation in the Plan. (Proposed Acquisitions table)

*Eleven landowners have expressed interest in selling a Rural Legacy easement, through response sheets, phone calls, or meeting attendance.*

**Public Participation:** Summarize public participation in the development of this application if not previously provided in the RLA application.

*Input regarding a new RLA in this part of the county was initially provided by the Worcester County Agricultural Land Preservation Advisory Board. A letter was sent to 197 landowners north of Route 50 in spring 2023, providing information about the Rural Legacy Program and requesting response regarding interest in participation. All landowners were also invited to an informational meeting that was held in Showell August 9, 2023. Six landowners attended the meeting. The boundaries of the proposed RLA are based upon landowner interest we received.*

**Municipal comments:** Summarize comments received and responses to municipalities within a mile of the RLA.

*No municipalities are within one mile of the proposed RLA.*

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State of Maryland  
 Department of Natural Resources  
 Rural Legacy Application  
**Funding Request**

**Area Name:** Bishopville-Showell

**Submission Date:** February 13, 2024

**Anticipated Costs:**

	Non-Rural Legacy Funds	Rural Legacy Funds	TOTAL
Direct	\$75,000.00	\$825,000.00	\$900,000.00
Incidental	\$	\$60,000.00	\$60,000.00
Administrative	\$	\$27,000.00	\$27,000.00
Program Compliance	\$	\$13,000.00	\$13,000.00
Total	\$75,000.00		\$1,000,000.00
<b>Total Rural Legacy Funds Requested</b>		<b>\$925,000.00</b>	

Describe any funding, other than Rural Legacy Program funds, or other assistance which has been pledged for the acquisition and/or monitoring of real property as identified in the Executive Summary - Numbers Form of this application.

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Will you request Advance Payment for any costs? Yes \_\_\_\_ No X

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State of Maryland Department of Natural Resources  
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year 2025

Rural Legacy Area Name Bishopville-Showell

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Drew, Mark and Mildred Kathy	11539 St. Martins Neck Road Bishopville, MD 21813	\$225,000- \$250,000	28.48	10	05-008034	21	55	N/A	E	N/A	N	N
2	Drew, Mark and Mildred Kathy	11828 Back Creek Road Bishopville, MD 21813	\$225,000- \$250,000	29.32	10	05-007747	15, 16	99, 100	N/A	E	N/A	N	N
3	McCabe Brothers	St. Martins Neck Road Bishopville, MD 21813	\$275,000- \$300,000	60.016	9	05-004144	6	207	N/A	E	N/A	N	N
4	Benson, Glenn	Selby Road Bishopville, MD 21813	\$275,000- \$300,000	61.931	10	05-006961	4	227	N/A	E	100 ft	N	N

# ITEM 14

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PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits (Y or N)
					Tax Map	Account ID #	Grid	Parcel	Lot				
5	Jarman, Donna	Mumford Road Bishopville, MD 21813	\$350,000- \$400,000	50.34	10	05- 006945	2	224	N/A	E	N/A	N	N
6	McCabe Brothers	Ames Road Bishopville, MD 21813	\$275,000- \$300,000	65.15	9	05- 005353	6	189		E	N/A	N	N
7	Hammond, Thomas and Marie	Hotel Road Bishopville, MD 21813	\$325,000- \$375,000	42.10	9	05- 004810	4	142		E	N/A	N	N
8	Tingle, Edward and Harcum Kathy	12938 Old Stage Road Bishopville, MD 21813	\$350,000- \$400,000	48	9	05- 003911	3	119		E	100 ft	N	N
9	Justice, Lester and Kimberly	9406 Morris Road Bishopville, MD 21813	\$225,000- \$300,000	37.62	2	05- 768649	24	25		E	N/A	N	N
10	Holloway, William and Judy	9087 Pitts Street Berlin, MD 21811	\$400,000- \$450,000	58.7	14	03- 002756	23	91		E	N/A	N	N

DRAFT

### Application Check List New Applications

The following documents and attachments should be submitted with each copy of the Application for new Area designation and grant funding. One reproducible copy, and four double-sided copies should be submitted.

#### Document

---

\_\_\_\_\_ Cover Sheet

\_\_\_\_\_ Executive Summary – Narrative (2 pages maximum)

\_\_\_\_\_ Executive Summary - Numbers (2 pages maximum)  
Matching funds proposed (1 page maximum)

\_\_\_\_\_ Grant Applications – Criteria & General Description (4 pages maximum)

\_\_\_\_\_ Funding Request

\_\_\_\_\_ Proposed Acquisitions Form

\_\_\_\_\_ Map (one color PDF map):

**Additional Instructions for the Map:**

\*Please insure that the number of proposed priority properties shown on the map matches the number of priority properties on the proposed eligible property list.

\*The map should show other protected properties in the Area (by color using the legend to designate which color represents the different programs used the protection).

\*Please insure the map shows a clearly delineated Area boundary line.

\_\_\_\_\_ Digital geographic information (GIS data) for the boundary of the Area and of the protected lands intersecting the boundary<sup>1</sup>. This should be transmitted electronically by email or other type of online file transfer service (*Dropbox, Google Drive, etc.*) to the Rural Legacy Program as a shapefile or geodatabase in NAD\_1983\_StatePlane\_Maryland\_FIPS\_1900 meters projection. This information must be submitted simultaneously with the Application (it can be as a separate email but should immediately follow the initial email with this Application) or the Application will be considered incomplete.

---

<sup>1</sup> Please refer to the *GIS Submittal Guidelines* for more information.

DRAFT

\_\_\_\_\_ 10 Color Digital Photos of the newly proposed Area.

**Please submit an electronic copy (in Word or PDF format) of the Application and all Attachments.**

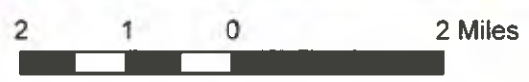
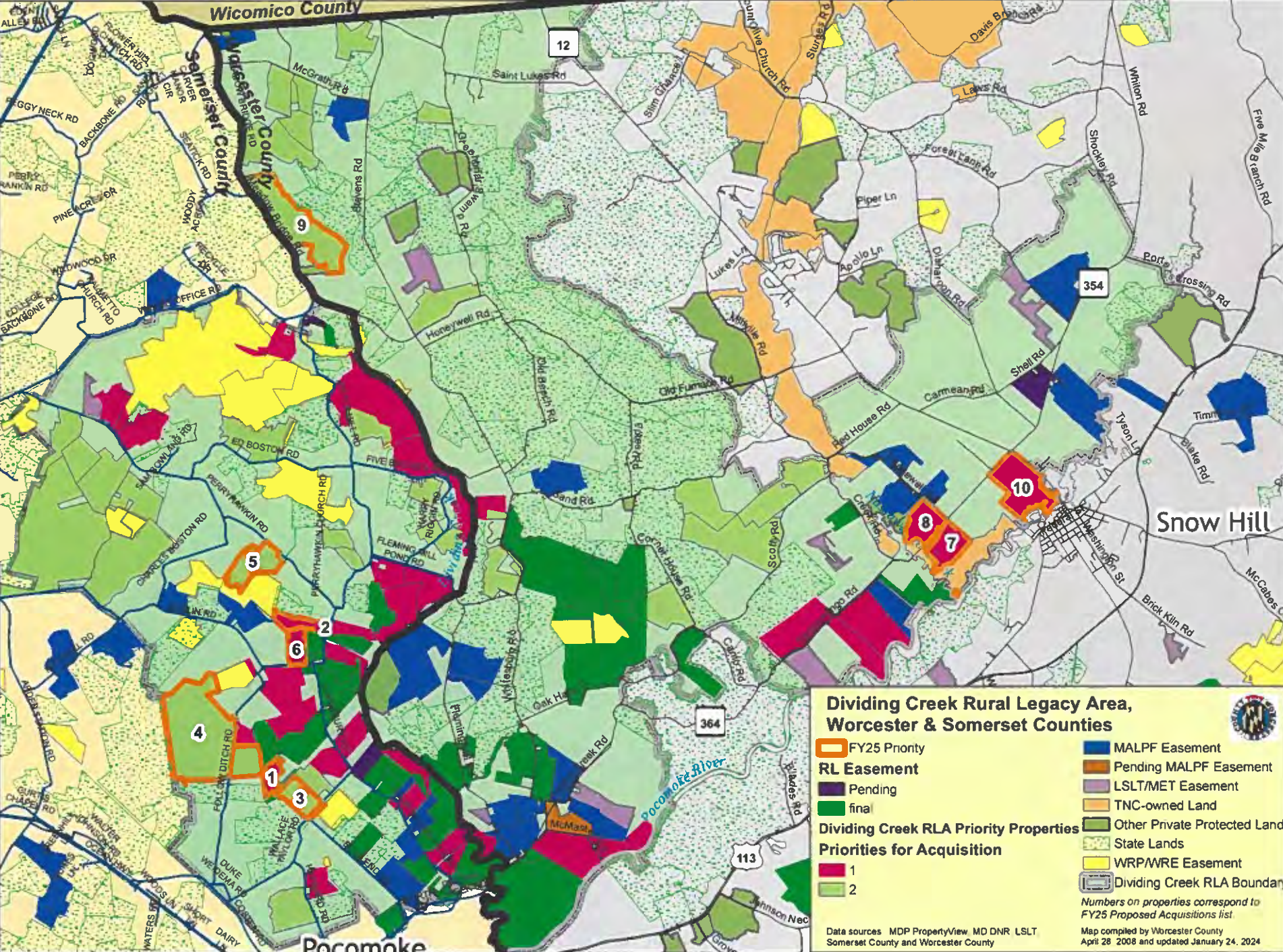
**SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:**

**Rural Legacy Program  
Land Acquisition and Planning Unit  
Tom McCarthy, Conservation Easement Supervisor  
Tom.mccarthy@maryland.gov**

*Fiscal Year \_\_\_\_\_ Grant Application submission deadline: Second Tuesday in February by 5:00 p.m.  
\*unless otherwise given specific permission*

**#####**









DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL:410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: January 30, 2024  
RE: Senate Bill 537 Cannabis - Licensee Locations – Restrictions  
Senate Bill 158 Cannabis Licensing – Zoning Requirements - Alterations

\*\*\*\*\*

There are currently two bills in the General Assembly that affect zoning requirements for cannabis licensees. The first is Senate Bill 537, which modifies the separation distance provision for new cannabis dispensaries, and further clarifies the term “unduly burden”. The second is Senate Bill 158, which would reverse a preemption that was established for Stage One pre-approved applicants that were not in operation on or before October 1, 2022. The impact of these bills is further described below, and copies of the bills are attached. If the County Commissioners wish to take a position on one or both bills, I would recommend that a letter be prepared to that effect.

**Senate Bill 537**

First and foremost, this bill as drafted would prohibit a local jurisdiction from increasing the separation distances currently listed in state law, stating, “[a] political subdivision may adopt an ordinance reducing, BUT NOT INCREASING, the distance requirements under subsection (b) of this section.” This contrasts with local Bill 23-07, adopted unanimously by the Worcester County Commissioners on November 21, 2023, that established a 2,000-foot separation distance, greater than that which is currently listed in state law. A hearing on the bill is scheduled for February 22, 2024.

Second, the bill also adds the term “pre-existing” before parks, recreation centers, playgrounds and libraries in the separation distance provisions to prevent a jurisdiction from adding a new facility to effectively displace a dispensary. It also proposes including places of worship in the list of facilities to which a local jurisdiction could apply the separation distance. If passed, we may want to consider amending our local regulations to include places of worship.

The third provision of the bill clarifies the term “unduly burden” and adds two provisions that prevent a local jurisdiction from adopting an ordinance that is more restrictive for dispensaries and outdoor growers. By policy, Worcester County continues to treat both medical and adult-use cannabis like other zoning uses (dispensaries as retail pharmacies, processors as industrial, and growers as agricultural), this change does not affect how we would process an application for a new establishment.

## **Senate Bill 158**

This bill proposes to repeal a preemption that was established over local jurisdictions for licensees with Stage One pre-approval. The state maintained a list of applicants that were pre-approved, but not in operation. Under current state law, anyone on the list that was not in operation as of October 1, 2022, would be exempt from local authority, and would not be required to be submitted to, or approved by a local zoning board if they met the two criteria.

To apply for a license and get pre-approved, those applicants did not have to specify an actual location. Attached appears to be the most recent list of pre-approved applicants. To automatically preempt such applicants from all zoning regulations could lead to significant issues and inconsistencies. A hearing on this bill is scheduled for February 15, 2024.

As always, I will be available to discuss these matters at your convenience.

## SENATE BILL 537

A3, L1

4r3360  
CF 4r2602

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**By: Senator Feldman**

Introduced and read first time: January 24, 2024

Assigned to: Finance

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## A BILL ENTITLED

1 AN ACT concerning

2 **Cannabis – Licensee Locations – Restrictions**

3 FOR the purpose of altering the distance restrictions applicable to a licensed cannabis  
 4 dispensary; prohibiting a political subdivision from establishing certain zoning  
 5 requirements for licensed cannabis dispensaries and certain licensed cannabis  
 6 growers that are more restrictive than certain zoning restrictions applicable to  
 7 certain other entities; clarifying the authority of a political subdivision to alter  
 8 certain distance requirements; and generally relating to cannabis licensees and  
 9 zoning restrictions.

10 BY repealing and reenacting, without amendments,  
 11 Article – Alcoholic Beverages and Cannabis  
 12 Section 1–101(a) and (dd)  
 13 Annotated Code of Maryland  
 14 (2016 Volume and 2023 Supplement)

15 BY repealing and reenacting, with amendments,  
 16 Article – Alcoholic Beverages and Cannabis  
 17 Section 36–405 and 36–410  
 18 Annotated Code of Maryland  
 19 (2016 Volume and 2023 Supplement)

20 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
 21 That the Laws of Maryland read as follows:

22 **Article – Alcoholic Beverages and Cannabis**

23 1–101.

24 (a) In this article the following words have the meanings indicated.

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**EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**

[Brackets] indicate matter deleted from existing law.





1 (dd) (1) “Retail dealer” means a person that sells an alcoholic beverage to any  
2 person other than a license holder.

3 (2) “Retail dealer” includes a county dispensary.

4 36–405.

5 (a) **IN THIS SECTION, “UNDULY BURDEN” INCLUDES IMPOSING A ZONING**  
6 **REQUIREMENT OR RESTRICTION ON THE USE OF PROPERTY BY A CANNABIS**  
7 **LICENSEE THAT IS MORE RESTRICTIVE THAN THE REQUIREMENTS ESTABLISHED**  
8 **UNDER § 36–410 OF THIS SUBTITLE.**

9 **(B)** A political subdivision may:

10 (1) establish reasonable zoning requirements for cannabis businesses; and

11 (2) decide how to distribute its allocation of revenue under § 2–1302.2 of  
12 the Tax – General Article.

13 **[(b)] (C)** A political subdivision may not:

14 (1) establish zoning or other requirements that unduly burden a cannabis  
15 licensee;

16 (2) impose licensing, operating, or other fees or requirements on a cannabis  
17 licensee that are disproportionately greater or more burdensome than those imposed on  
18 other businesses with a similar impact on the area where the cannabis licensee is located;

19 (3) prohibit transportation through or deliveries within the political  
20 subdivision by cannabis businesses located in other political subdivisions;

21 (4) prevent an entity whose license may be converted under §  
22 36–401(b)(1)(ii) of this subtitle and that is in compliance with all relevant medical cannabis  
23 regulations from being granted the license conversion; or

24 (5) negotiate or enter into an agreement with a cannabis licensee or an  
25 applicant for a cannabis license requiring that the cannabis licensee or applicant provide  
26 money, donations, in-kind contributions, services, or anything of value to the political  
27 subdivision.

28 **[(c)] (D)** The use of a facility by a cannabis licensee is not required to be  
29 submitted to, or approved by, a county or municipal zoning board, authority, or unit if the  
30 facility:

31 (1) was properly zoned and operating on or before January 1, 2023; or

1 (2) is used by a grower, processor, or dispensary that:

2 (i) held a Stage One Preapproval for a license before October 1,  
3 2022; and

4 (ii) was not operational before October 1, 2022.

5 **[(d)] (E)** A political subdivision or special taxing district may not impose a tax  
6 on cannabis.

7 36–410.

8 (a) Beginning July 1, 2023, a cannabis licensee that is operating a dispensary  
9 shall:

10 (1) ensure that it has adequate supply for qualifying patients and  
11 caregivers;

12 (2) set aside operating hours or dedicated service lines to serve only  
13 qualifying patients and caregivers; and

14 (3) ensure that at least 25% of cannabis and cannabis products in the  
15 dispensary are from social equity licensees and growers and processors that do not share  
16 common ownership with the dispensary.

17 (b) Except as provided in subsection (d) of this section, a licensed dispensary may  
18 not locate within:

19 (1) 500 feet of:

20 (i) a pre-existing primary or secondary school in the State, or a  
21 licensed child care center or registered family child care home under Title 9.5 of the  
22 Education Article; or

23 (ii) a **PRE-EXISTING** playground, recreation center, library, [or]  
24 public park, **OR PLACE OF WORSHIP**; or

25 (2) 1,000 feet of another dispensary under this title.

26 (c) A political subdivision may adopt an ordinance reducing, **BUT NOT**  
27 **INCREASING**, the distance requirements under subsection (b) of this section.

28 (d) The distance requirements under subsection (b) of this section do not apply to  
29 a dispensary license that was:

30 (1) converted under § 36–401(b)(1)(ii) of this subtitle; and

1           (2) properly zoned and operating before July 1, 2023.

2           **(E) A POLITICAL SUBDIVISION MAY NOT ADOPT AN ORDINANCE**  
3 **ESTABLISHING ZONING REQUIREMENTS FOR LICENSED DISPENSARIES THAT ARE**  
4 **MORE RESTRICTIVE THAN ZONING REQUIREMENTS FOR A RETAIL DEALER LICENSED**  
5 **UNDER THIS ARTICLE.**

6           **(F) A POLITICAL SUBDIVISION MAY NOT ADOPT AN ORDINANCE**  
7 **ESTABLISHING A ZONING REQUIREMENT FOR A LICENSED GROWER CULTIVATING**  
8 **CANNABIS OUTDOORS THAT IS MORE RESTRICTIVE THAN ANY ZONING**  
9 **REQUIREMENTS THAT EXISTED ON JUNE 30, 2023, GOVERNING A HEMP FARM**  
10 **REGISTERED UNDER TITLE 14 OF THE AGRICULTURE ARTICLE IN THE POLITICAL**  
11 **SUBDIVISION.**

12           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect June  
13 1, 2024.

## COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-07

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BY: Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell  
INTRODUCED: October 3, 2023

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## AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Public Health – Cannabis establishments

For the purpose of amending the Public Health Article to set forth regulations for certain cannabis establishments.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new § PH 1-110 be enacted to read as follows:


**§ PH 1-110. Cannabis establishments.**

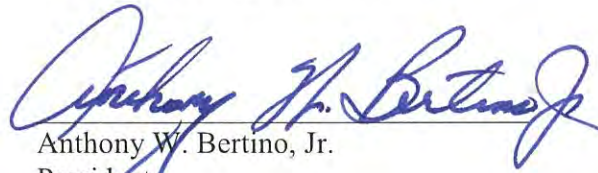
- (a) Definitions. For the purposes of this section, the definitions found in Title 36 of the Annotated Code of the State of Maryland shall apply.
- (b) Dispensaries. The following provisions shall apply to all dispensaries permitted after July 1, 2023:
  - (1) A dispensary shall maintain a minimum separation distance of two-thousand feet from:
    - A. A pre-existing primary or secondary school;
    - B. A licensed childcare center or registered family childcare home under Title 9.5 of the Education Article of the Annotated Code of Maryland;
    - C. A playground, recreation center, library or public park; and
    - D. Another licensed dispensary.
- (c) On-site consumption establishments. On-site consumption establishments shall be prohibited in Worcester County. Furthermore, it shall be prohibited for any establishment to permit the consumption of cannabis or cannabis products on-site.
- (d) Other regulations. In regulating the siting of cannabis establishments, the provisions of this section shall first apply, but when a matter is not specifically regulated by this section, then the other provisions of the Code of Public Local Laws of Worcester County, Maryland shall apply.
- (e) Violations. Any person, licensee, agent, group, firm or corporation who violates the provisions of this Subtitle shall be guilty of a civil infraction.

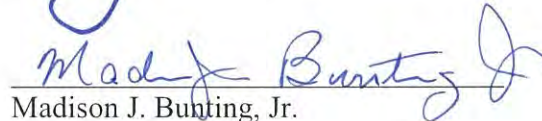
Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.


Attest:

Worcester County Commissioners

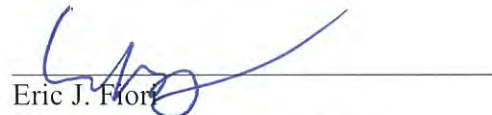
  
\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer


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

  
\_\_\_\_\_  
Madison J. Bunting, Jr.  
Vice President

  
\_\_\_\_\_  
Caryn G. Abbott  
Commissioner

  
\_\_\_\_\_  
Theodore J. Elder  
Commissioner

  
\_\_\_\_\_  
Eric J. Flor  
Commissioner

  
\_\_\_\_\_  
Joseph M. Mitrecic  
Commissioner

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

## SENATE BILL 158

A3

4lr1190

(PRE-FILED)

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**By: Senator Bailey**

Requested: October 26, 2023

Introduced and read first time: January 10, 2024

Assigned to: Finance

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## A BILL ENTITLED

1 AN ACT concerning

2 **Cannabis Licensing – Zoning Requirements – Alteration**

3 FOR the purpose of repealing a provision of law that exempts the use of a facility by a  
 4 cannabis licensee from certain county or municipal zoning requirements if the  
 5 facility is used by a grower, processor, or dispensary that held a certain Stage One  
 6 Preapproval for a license before a certain date and was not operational before a  
 7 certain date; and generally relating to cannabis licensing and zoning requirements.

8 BY repealing and reenacting, with amendments,  
 9 Article – Alcoholic Beverages and Cannabis  
 10 Section 36–405  
 11 Annotated Code of Maryland  
 12 (2016 Volume and 2023 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
 14 That the Laws of Maryland read as follows:

15 **Article – Alcoholic Beverages and Cannabis**

16 36–405.

17 (a) A political subdivision may:

18 (1) establish reasonable zoning requirements for cannabis businesses; and

19 (2) decide how to distribute its allocation of revenue under § 2–1302.2 of  
 20 the Tax – General Article.

21 (b) A political subdivision may not:

---

**EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**

[Brackets] indicate matter deleted from existing law.



1 (1) establish zoning or other requirements that unduly burden a cannabis  
2 licensee;

3 (2) impose licensing, operating, or other fees or requirements on a cannabis  
4 licensee that are disproportionately greater or more burdensome than those imposed on  
5 other businesses with a similar impact on the area where the cannabis licensee is located;

6 (3) prohibit transportation through or deliveries within the political  
7 subdivision by cannabis businesses located in other political subdivisions;

8 (4) prevent an entity whose license may be converted under §  
9 36–401(b)(1)(ii) of this subtitle and that is in compliance with all relevant medical cannabis  
10 regulations from being granted the license conversion; or

11 (5) negotiate or enter into an agreement with a cannabis licensee or an  
12 applicant for a cannabis license requiring that the cannabis licensee or applicant provide  
13 money, donations, in-kind contributions, services, or anything of value to the political  
14 subdivision.

15 (c) The use of a facility by a cannabis licensee is not required to be submitted to,  
16 or approved by, a county or municipal zoning board, authority, or unit if the facility[:

17 (1)] was properly zoned and operating on or before January 1, 2023[; or

18 (2) is used by a grower, processor, or dispensary that:

19 (i) held a Stage One Preapproval for a license before October 1,  
20 2022; and

21 (ii) was not operational before October 1, 2022].

22 (d) A political subdivision or special taxing district may not impose a tax on  
23 cannabis.

24 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
25 October 1, 2024.



License Type	Business Name	Business dba	County
Dispensary	Jenny's of Maryland 1, Inc		N/A
Dispensary	Time for Healing, LLC		N/A
Grower	Viola Maryland, Inc		N/A
Grower	Herbiculture Cultivation, Inc		N/A
Grower	MAS Alliance, LLC		N/A
Grower	Standard Wellness Maryland, LLC		N/A
Processor	AHI Group, LLC		N/A
Processor	Herbiculture Manufacturing, Inc		N/A
Processor	Marileaves Extraction, LLC		N/A
Processor	Greener Good, LLC		N/A
Processor	Zia Intergrated, LLC		N/A
Processor	JG Maryland, LLC		N/A





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

## MEMORANDUM

TO: Worcester County Commissioners  
 FROM: Weston S. Young, Chief Administrative Officer  
 DATE: January 30, 2024  
 RE: Public Comment Period Considerations

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At the January 16, 2024, Commissioners' meeting, staff was requested to find a method for allowing public comment at our twice monthly meetings. Surveying multiple local governments, we have found several best management practices that should be considered. Every public comment process varies slightly; however staff provides the following recommendations:

- Hold the public comment section at the end of the meeting, just prior to commissioner comments.
- Each speaker will be given 3 minutes to address the commissioners.
  - The timeframe for speaking varies from place to place. Three minutes was the most common allotment of time for those reviewed, however a range of 2-5 minutes was found.
  - If the speaker is from a recognized organization, effectively speaking for several people, 5 minutes could be given.
  - When the allotted time expires, the speaker may complete his/her sentence.
- Speakers are to follow rules, which typically include:
  - Identifying their name and address.
  - Refraining from remarks that are unrelated to the business of the County.
  - Refraining from conduct that is uncivil, obscene, or otherwise disruptive to the meeting.
  - Understanding this process is not a question-and-answer time. It is at the prerogative of the Commissioners to answer a question at the meeting, defer the answer until additional information is obtained, refer the matter to staff for future follow-up and response, or not answer the question based upon relevance.
  - When presenting written materials, a minimum of ten (10) copies shall be provided to the Commissioners and staff.
- Other options for consideration:
  - Having speakers schedule ahead of time.
  - Having a sign-in sheet for speakers.

As it is handled now, the emailing of questions and comments ahead of the meeting is always encouraged. The [commissioners@co.worcester.md.us](mailto:commissioners@co.worcester.md.us) email address goes to all the commissioners. Further, about a year ago we had identified a timing system for our annual budget hearings that can be set up in a green/yellow/red light fashion to allow speakers to know when their speaking time is nearly up. Supply chain issues have delayed this purchase and delivery is currently expected sometime in February.



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | [www.co.worcester.md.us](http://www.co.worcester.md.us)

# ITEM 17

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: February 1, 2024  
SUBJECT: Community College Cade Funding

---

The FY25 Budget Reconciliation and Financing Act (BFRA) proposed by the Governor includes historic cuts to community college funding. The BFRA, would rebase the Cade formula funding to 26.5% --a cut from the full 29% which was only fully reached within the past two years. The impact on Wor-Wic Community College is a cut to the college's operating budget of approximately \$1.4 million.




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 

**Subject:** **Appointment – Critical Area Commission**  
Nomination Suggestion

**Date:** 1/29/24

---

Attached you will find the current Maryland Critical Area Commission membership roster. There are two (2) vacancies for Worcester County. There are two vacant positions for Worcester County, and they must be residents of the appropriate watershed. The representative from the Coastal Bays watershed needs to be a private citizen and the representative from the Chesapeake Bays can be a government official – elected or appointed. Mayor Nock of Pocomoke City resigned the Chesapeake Bays appointment to serve on the State Roads Commission.

It is critically important that Worcester County be adequately represented on this Commission. I wanted to bring this matter to the County Commissioner's attention to take advantage of this opportunity for the county to have representation at the state level for the impactful work done by this Commission. The Commissioners have an option of submitting names to the Governor's Appointment's Office for these slots.

I will be available to discuss this request with you and the County Commissioners should you have any questions.

### Attachments

1. CAC Roster



## CRITICAL AREA COMMISSION MEMBERSHIP

Chair Erik Fisher, Appointed April 2023

<b>Jurisdiction</b>	<b>Commission Member</b>	<b>Term End</b>
Anne Arundel County	Councilwoman Lisa Rodvien	2024
Baltimore City	Councilman Mark Conway	2027
Baltimore County	Councilman Pat Young	2026
Prince George's County	Mayor Timothy J. Adams	2026
Harford County / Cecil County	Mayor Travis Marion	2026
	Christie Stevens	2026
Kent County / Queen Anne's County	Annie Richards	2024
	Vacant	
Caroline County	Commissioner Larry Porter	2026
Dorchester County / Talbot County	Commissioner Brian Roche	2024
	Mike McCarthy	2024
Somerset County / Wicomico County	Hitesh Patel	2027
	Vacant	
Calvert County / Charles County/ St. Mary's County	Commissioner Earl "Buddy" Hance	2027
	Steven Bunker	2027
	Commissioner Michael L. Hewitt	2015
Worcester County, Chesapeake Bay	Vacant	
Worcester County, Coastal Bays	Vacant	
Worcester County, Coastal Bays	Jenelle Gerthoffer	Designee
Member At-Large	Anita Grant	2024
Member At-Large	Rosa Hance	2027
Department of Agriculture	Alisha Mulkey	Designee
Department of Commerce	James Palma	Designee
Department of Environment	Tammy Roberson	Designee
Department of Housing & Community Development	Julia Glanz	Designee
Department of Natural Resources	Catherine McCall	Designee
Department of Planning	Debbie Herr Cornwell	Designee
Department of Transportation	Shawn Kiernan	Designee



COMMISSIONERS  
 Anthony W. Bertino, Jr., PRESIDENT  
 Madison J. Bunting, Jr. Vice PRESIDENT  
 Caryn Abbott  
 Theodore Elder  
 Eric J. Fiori  
 Joseph M. Mitrecic  
 Diana Purnell

OFFICE OF THE  
 COUNTY COMMISSIONERS  
**Worcester County**  
 GOVERNMENT CENTER  
 ONE WEST MARKET STREET • ROOM 1103  
 SNOW HILL, MARYLAND  
 21863-1195

WESTONS. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 CANDACE I. SAVAGE  
 DEPUTY ADMINISTRATIVE OFFICER  
 ROSCOER. LESLIE  
 COUNTY ATTORNEY

January 19, 2024

To: Worcester County Commissioners  
 From: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

**President Bertino – You have Four (4) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Vicki O'Mara – Term Expiring Dec. 2023 – Library - Available for Reappointment
- Joseph Green, Jr. – Resigned – Board of Zoning Appeals

**Commissioner Purnell – You have filled all your positions, Thank you!**

**Commissioner Bunting - You have One (1) position open:**

- Kathy Drew – Resigned – Agricultural Preservation Advisory Board
- Susan Childs – Resigned – April 2022 – Commission for Women

**Commissioner Abbott – You have filled all your positions, Thank you!**

**Commissioner Mitrecic – You have Three (3) positions open:**

- Bill Paul – Term Expiring Dec. 2023 – Building Code Appeals Board
- Michael Donnelly - Term Expiring Dec. 2023 – Local Development Council for Ocean Downs Casino
- Amy Rothermel – Term Expiring Dec. 2023 - LMB

**Commissioner Elder - You have One (1) position open:**

- Hope Carmean – Tenure Expires – Commission for Women - Not a Reappointment

**Commissioner Fiori - You have Eight (8) positions open:**

- Martin Kwesko - **Resigned** - Dec. 21 - Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek - passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

## All Commissioners:

### (5)-Adult Public Guardianship Board-

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

### (1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway)

### (3) -Local Development Council for the Ocean Downs Casino-

2- Previously Expired Terms - Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.), **Term Expiring 1 -**  
(Mitrecic) Michael Donnelly.

### (4) -Water and Sewer Advisory Council - Mystic Harbour 3-(Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell)

1-Term Ended-Martin Kwesko

### (3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton

2 – Terms Expiring Dec. 2023; Deborah Stanley, Gail Fowler

### (4 - Total): Commission for Women:

(3) Resigned -Elizabeth Rodier, (Fiori), Hope  
Carmean (Elder) and Susan Childs (Bunting)

Tenure Ending: Not Available to be Reappointed.

Terri Shockley (At-Large) – Sharnell Tull available 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: 11/3 year terms  
Terms expire December 31st

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

Meetings: Semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
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
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = 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>
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
Glen Holland (O-O)	Abbott	D-1, Pocomoke	13-17-21-25
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18-22-26
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18-22-26
Christian Martin	Purnell	D-2, Berlin	22 -23-27
Curt Lambertson	Elder	D-4, Snow Hill	15-19-23-27

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)	Billy Thompson (19-23)
Carlton Magee (90-00)	
Harry Mitchell (90-00)	
Frank Baker (98-01)	

\* = Appointed to fill an unexpired term  
 \*\* = Appointed to partial term to create proper staggering of terms  
 \*\*\*=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

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

\* = Initial terms staggered

## BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

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

Staff Contact: Jennifer Kenner, Director  
Development Review & Permitting (410-632-1200, ext. 1100)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

### Prior Members:

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

\* = Appointed to fill an unexpired term

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>	
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 - deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

<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
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

**Advisory Members**

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

## BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory  
Regulate licensing of electricians in Worcester County.

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

Compensation: \$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 410-632-1200

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19-22-25
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20-23-26

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

### Prior Members: (Since 1972)

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

\* = Appointed to fill an unexpired term

**HOUSING REVIEW BOARD**

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

Staff Support: Development Review & Permitting Department  
 Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	John Glorioso (*06-19)
Larry Duffy (90-00)	Sharon Teagle (00- 20)
Patricia McMullen (00-02)	Davida Washington (*21-21)
William Merrill (90-01)	Donna Dillion (08-22)
Debbie Rogers (92-02)	C.D. Hall 10-22
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)
	Jake Mitrecic (15-21)

\* = Appointed to fill an unexpired term



## BOARD OF LIBRARY TRUSTEES

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

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

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

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

Compensation: None

Meetings: 1 per month except July, and August

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

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

### Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Vicki O'Mara	Ocean Pines	*18-22 Available for Reappt.
Jeff Smith	Berlin	19-24
Patricia Tomasovic	Pocomoke	*19, 19-24
Sandra Buchanan	Pocomoke	21-26
Jocelyn Briddell	Newark	21-26
Nancy Howard	Ocean City	16-21, 21-26
Kathryn Culbertson	Snow Hill	*21-23-28

### Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Beverly Dryden Wilkerson (06-10)
Lieselette Pennewell	Janet Owens	John Staley (97-11)
Edith Dryden	Ruth Westfall	James Gatling (01-11)
Clifford D. Cooper, Jr.	Helen Farlow	Shirley Dale (02-12)
Klein Leister	Judy Quillin	Edith Barnes (07-13)
Evelyn Mumford	Gay Showell	Richard Polhemus (11-16)
Ann Eschenburg	Susan Mariner	Richard Warner Davis (11-16)
Barbara Ward	Jacqueline Mathias	Frederick Grant (13-17)
Donald F. McCabe	Ann S. Coates (88-97)	Rosemary S. Keech (12-18)
Fannie Russell	Jim Dembeck (91-97)	Vivian Pruitt (09-19)
Stedman Rounds	Bill Waters (88-98)	Ron Cascio 09-19
Donald Turner	Geraldine Thweatt (97-98)	Donald James Bailey (16-21)
Sarah Dryden	Martha Hoover (87-99)	Holly Anderson (*10-21)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Leslie Mulligan (*17-21)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	
	Leola Smack (99-02)	
	Jean Tarr (94-04)	
	Lois Sirman (01-06)	
	Amanda DeShields (00-07)	
	David Nedrow (04-09)	
	Belle Redden (99-09)	

\* = Appointed to fill an unexpired term

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

**ITEM 19**

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
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27

**Prior Members:**

J. Lowell Stoltzfus ° (09-10)  
Mark Wittmyer ° (09-11)  
John Salm ° (09-12)  
Mike Pruitt ° (09-12)  
Norman H. Conway ° (09-14)  
Michael McDermott (10-14)  
Diana Purnell ° (09-14)  
Linda Dearing (11-15)  
Todd Ferrante ° (09-16)

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr. ° (09-18)  
Ron Taylor ° (09-14)  
James Rosenberg (09-19)  
Rod Murray ° (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)

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

## WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

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

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

Appointed by: County Commissioners

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

Compensation: \$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  
 Christen Barbierri – LMB Coordinator - (410) 632-3648  
 Lisa Shockley, LMB Admin. Support

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Ivonne Lomax	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Jennifer Loring	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Dept. of Social Services	Indefinite
Amy Rothermel	At-Large	Mitrecic-Ocean City	17-20-23 Reappt
Mark Frostrom	At-Large	Abbot- Pocomoke	*99-12-15-18-21-24
Theophilus Hobbs IV	At-Large	Purnell-Snow Hill	19-22-25
Dr. Mark Bowen	At-Large	Purnell Snow Hill	20-23-26

**Prior Members (since 1994):**

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

## 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  
Chris Clasing - (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 (Resigned)
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

### 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**

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  
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
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
Todd Ferrante	West Ocean City	13-17-21-25

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)

## 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: Coleen Colson, Chair and , Laura Morrison, Co-Chair  
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	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
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26

### Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Bonnie Platter (98-00)	Vyoletus Ayres (98-03)
Helen Henson <sup>c</sup> (95-97)	Marie Velong <sup>c</sup> (95-99)	Terri Taylor (01-03)
Barbara Beaubien <sup>c</sup> (95-97)	Carole P. Voss (98-00)	Christine Selzer (03)
Sandy Wilkinson <sup>c</sup> (95-97)	Martha Bennett (97-00)	Linda C. Busick (00-03)
Helen Fisher <sup>c</sup> (95-98)	Patricia Ilezuk-Lavanceau (98-99)	Gloria Bassich (98-03)
Bernard Bond <sup>c</sup> (95-98)	Lil Wilkinson (00-01)	Carolyn Porter (01-04)
Jo Campbell <sup>c</sup> (95-98)	Diana Purnell <sup>c</sup> (95-01)	Martha Pusey (97-03)
Karen Holck <sup>c</sup> (95-98)	Colleen McGuire (99-01)	Teole Brittingham (97-04)
Judy Boggs <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Catherine W. Stevens (02-04)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Hattie Beckwith (00-04)
Pamela McCabe <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Mary Ann Bennett (98-04)
Teresa Hammerbacher <sup>c</sup> (95-98)	Heather Cook (01-02)	Rita Vaeth (03-04)

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member

## BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory  
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years  
Terms expire December 31st

Compensation: \$100 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting  
Jennifer Keener -Deputy Director, DRP (410-632-1200, ext. 1123)

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	Resigned *05-08-11-14-17-20-23
Thomas Babcock	D-4, Elder	Whaleyville	15-18-21, 21-24
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15-18-21, 21-24
Larry Fykes	D-1, Abbott	Pocomoke	*16-19-22-25
Lisa Bowen	D-2, Purnell	Berlin	* 22, 22-25
Don Furbay	D-3, Fiori	Ocean City	23-26
Jake Mitrecic	D-7, Mitrecic	Ocean City	20-23-26

**Prior Members:** (Since 1972)

Robert B. Jackson	Marion Marshall (90-96)	James E. Clubb, Jr. (06-11)
Ruth Spinak	Madison Bunting (90-96)	Joe Fehrer, Jr. (06-12)
Merrill Lockfaw	Howard "Buzz" Taylor (97-98)	Beth Gismondi (96-14)
Winnie Williams	Edward Bounds (90-99)	Bill Bruning (12-15)
Randolph F. Wilkerson	Marion Butler, Sr. (96-99)	Robert L. Cowger, Jr. (10-16)
Cashar J. Hickman	Dwight Campbell (95-00)	Rodney C. Belmont (07-17)
E. Paige Boston	Larry Widgeon (94-00)	Larry Duffy (*17-19)
Elbridge Murray	Robert Ewell (95-01)	Glen Irwin (14-20)
Gary McCabe	Lester Shockley (99-02)	James Purnell (19-22)
Harley Day	Robert Mitchell (02-05)	David Dypsky(*11-23)
Charles Lynch	Janice Foley (99-05)	
Dwight E. Campbell	Richard Outten (00-06)	
T. Clay Groton	Doug Parks (00-06)	
Albert Berger	Brian Roberts (06)	
Clifford Dypsky	Dale Smack (01-06)	
Donald Jones	Lou Taylor (05-08)	
George Ward, Jr. (92-95)	Jerre F. Clauss (98-10)	
Doris Glover (91-95)	Mike Diffendal (08-10)	

\* = Appointed to fill an unexpired term