

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

October 18, 2016

- | | <u>Item #</u> |
|---|-----------------|
| 9:00 AM - Meet in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session | |
| 9:01 - Closed Session: Discussion regarding hiring one Maintenance Worker I for the Maintenance Division and one Landfill Operator I for the Solid Waste Division, posting to fill vacancies for one Recycle Worker I for the Solid Waste Division of Public Works and one Building Housing & Zoning Inspector I for Development Review and Permitting, confirming new hires for the Sheriff's Office and State's Attorney's Office; discussing a potential business organization to locate in the County; receiving legal advice from Counsel; and performing administrative functions | |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes | |
| 10:10 - Chief Administrative Officer: Administrative Matters
(Storm Ready Certification; Board of Education Request for Exemption from Audit by State Office of Legislative Audits; Leadership Maryland Application for Economic Development Director; Alarm Systems Design for Berlin Library; Response to Bike Lane Request in South Point; Pump Replacement at Pump Station S in Ocean Pines; Replacement of Aeration System for Treatment Unit 3 at Ocean Pines WWTP; Award of Bid for Colona Road Culvert Replacement; Bid Specifications for 6800 Gallon Tank Trailer, and Trailer Mounted Straw Blower for Solid Waste; Scheduling a Public Hearing for Expansion of Mystic Harbour Service Area for Frontier Town Campground; Bishopville Park Improvement Plan; Pending Board Appointments; and potentially other administrative matters) | 1-13 |
| 10:20 - | |
| 10:30 - Legislative Session - Introduction of Bill - (Zoning - Poultry Operations) | 14 |
| 10:40 - | |
| 10:50 - | |
| 11:00 - Public Hearing on Rezoning No. 404 - Sun TRS Fort Whaley, LLC - Fort Whaley Campground
- 28 acres on the southerly side of US Route 50 and the easterly side of Dale Road
- from C-2 General Commercial to A-2 Agricultural District | 15 |
| 11:10 - | |
| 11:20 - | |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) | 1-13, continued |
| 1:10 - | |
| 1:20 - | |
| 1:30 - | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

October 4, 2016

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

Following a motion by Commissioner Lockfaw, seconded by Commissioner Mitrecic, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; and Kim Moses, Public Information Officer. Topics discussed and actions taken included: reviewing a personnel matter; receiving legal advice from counsel; and performing administrative functions.

After the closed session, the Commissioners reconvened in open session. Commissioner Bunting called the meeting to order and announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the minutes of their September 20, 2016 open and closed session meetings as presented.

The Commissioners presented a proclamation to Tourism Director Lisa Challenger, ShoreCraftBeer.com creator Ann Hillyer, and Assawoman Bay Brewing Company Head Brewer Jason Weissberg designating October as Shore Craft Beer Month in Worcester County, and promoting the capstone event, Shore Craft Beer Fest on October 29, along with other activities in October that promote the County and the surrounding region as a craft beer destination. Ms. Hillyer thanked the Commissioners for recognizing the five craft breweries in the county, which include Assawoman Bay Brewing Company, Backshore Brewing Company, Burley Oak Brewing Company, Fin City Brewing Company, and Ocean City Brewing Company, and advised that the craft beer market has grown from 19 to 26 breweries on the Eastern Shore in two years, and nine of these breweries are within a 30-minute drive of Ocean City. She concluded that her goal is for Worcester County to become a top 10 destination for craft beer, which will attract tourism that is going to other states right now.

The Commissioners presented a proclamation to Worcester County Fire Marshal Jeff McMahon and Deputy Fire Marshal Matt Owens recognizing October 9-15, 2016 as Worcester

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County Fire Prevention Week and October as National Fire Prevention Month, with the theme *Don't Wait - Check the Date! Replace Smoke Alarms Every 10 Years*. Fire Marshal McMahon stated that the public has many misconceptions about smoke alarms, which may put them at increased risk in the event of a home fire; therefore, homeowners should replace their smoke alarms every 10 years.

The Commissioners presented an individual commendation to Worcester Technical High School (WTHS) student Lindsay Kremer for taking 2nd place in Principals of Engineering Technology, and recognized Keondra Snell, who could not attend the ceremony, for taking 2nd place in Building Maintenance at the 52nd annual SkillsUSA National Leadership and Skills Conference in Louisville, Kentucky, which took place June 20-25, 2016. The Commissioners also presented a group commendation that recognized WTHS for receiving the 2016 SkillsUSA Chapter of Excellence Award and all of the students who placed in the top 10 during the national competition. Zac Cioccio took 4th place in Medical Math; Kyle Fields took 4th place in Major Appliance and Refrigeration Technology; Victoria Moreau and Adam Taylor took 7th place in Community Action Project; Randy Odenwald, Alex Reznikov, Zachary Davis, Logan Romberger, and Deep Patel took 8th place in Quiz Bowl; Eve Watsky took 8th place in T-Shirt Design; and Emily Mast, Hannah Semsler, and John Paul Chamberlain took 10th place in Career Pathways Showcase STEM. Commissioner Elder stated that these students' accomplishments rank them among the top performing career and educational students in the nation. Program Coordinator Rick Stevens thanked the staff and Commissioners for their support and announced that 52 of the 93 students who competed on the State level finished in the top three in their categories. WTHS Principal Caroline Bloxom thanked the Commissioners for investing in the WTHS years ago and announced that enrollment at WTHS is up 10% this year over last year.

The Commissioners conducted a public hearing to accept comments regarding a proposed application to the Maryland Department of Commerce to re-designate certain areas of Berlin, Maryland as an Enterprise Zone, which will enable new businesses to qualify for real property tax credits and income tax credits for new employees. Also in attendance were Economic Development Director Merry Mears and Berlin Economic Development Director Ivy Wells. Ms. Mears stated that the County has Enterprise Zones in Berlin, Snow Hill and Pocomoke, but that the Enterprise Zone in Berlin had recently expired and the town is seeking to reinstate that designation to help further economic development. She advised that the Enterprise Zones program focuses local and State resources in economically distressed areas and encourages employment of the chronically unemployed. She further stated that primary benefits to businesses locating or expanding their operations in an Enterprise Zone include real property tax credits for 10 years after the improvements and income tax credits for up to three years for wages paid to new employees.

Commissioner Bunting opened the floor to receive public comment.

Linda Reiner of Berlin stated that she supports economic growth and helping people start businesses, but she views the Enterprise Zone benefits as a form of entitlement and cannot support exempting some businesses and not others from paying property taxes for 10 years. In response to a question by Ms. Reiner, Ms. Mears advised that the requirements for a business to qualify for Enterprise Zone tax credits is very stringent and is set up to reward businesses that

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locate in economically depressed areas and provide jobs to disadvantaged residents.

Kenneth Graves of Berlin stated that he opposes some businesses getting a free ride, while others do not. In response to a question by Mr. Graves, Ms. Wells stated that the new Dollar General in Berlin is not in the Enterprise Zone, so it does not qualify for tax credits. She explained that the program encourages the creation of jobs in the County and specifically in Berlin to bolster the local economy.

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

Upon a motion by Commissioner Church, the Commissioners unanimously adopted Resolution No. 16-25 consenting to the re-designation of an Enterprise Zone in Berlin.

Pursuant to the request of Budget Officer Kathy Whited and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the proposed Year End Reserve for Assigned Encumbrances in the amount of \$1,756,905. Ms. Whited explained that these funds have been set aside in three separate categories: Currently Approved Projects not Completed by June 30, 2016 (\$714,688), Grant Funds Appropriated but Unobligated (\$894,120), and Other Projects and Programs (\$148,097). Ms. Whited explained that all encumbrances are for contracts and purchase orders that will be fulfilled in a subsequent fiscal year.

Pursuant to the request of Warden Garry Mumford and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and accept the lowest proposal from SureFire Protection, Inc. of Salisbury, Maryland to replace the existing fire pump and jockey pump at the County Jail at a total cost of \$15,671. Warden Mumford advised that staff also solicited a proposal from Bayside Fire Protection, the vendor that inspects the system quarterly, but that proposal came in at \$21,795. In response to a question by Commissioner Bertino, Assistant Chief Administrative Officer Kelly Shannahan stated that staff had requested authorization to waive the standard bid process to expedite the emergency replacement of the fire and jockey pumps, as the normal bidding process would take at least two months.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously approved bid specifications for the purchase of two zero-turn mowers for the Maintenance Division of Public Works.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and accept the proposal from WM Water & Sewer, LLC of Ocean View, Delaware, for Phase 5 of the Water Service Line Replacement Project in Ocean Pines, including five short water service lines at a cost of \$550 each and 53 long water service lines at a cost of \$900 each for service lines crossing Ocean Parkway at a total combined cost of \$50,450 for this final phase of the work. Mr. Tustin explained that WM Water & Sewer, LLC had satisfactorily completed the earlier phases and has agreed to maintain their original cost proposals for Phase 5. He advised that funding for this work comes from the 2013 bond issue. In response to a question by Commissioner Bertino, Mr. Tustin stated that this project should pose no notable inconvenience to area residents.

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Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously agreed to waive the standard bid process and accept the proposal from Sherwood-Logan & Associates, Inc. of Annapolis, Maryland for the purchase of one Flygt Pump at a total price of \$31,486 plus an estimated freight cost of \$800 to replace the second of three pumps at West Ocean City Pump Station No. 1. In response to a question by Commissioner Bertino, Mr. Tustin explained that the request to waive bidding was to ensure consistency in the pump brand, as Flygt pumps are now being installed in all County pump stations, as replacements are needed.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved Change Order No. 1 in the amount of \$9,300 and a contract extension of three days to replace a leaking, three-inch vacuum line at Pump Station F in Ocean Pines. Mr. Tustin advised that funds for the work are available from contingency funds in the 2013 bond issue.

The Commissioners met with Mr. Tustin to review two proposals to replace fencing with wood or vinyl at Pump Stations C and G in Ocean Pines. The combined low proposal for vinyl fencing was from Long Fence at a cost of \$30,010, while the combined low proposal for wooden fencing was from Grasso Fence Company at a cost of \$23,315, nearly 30% less than vinyl. Mr. Tustin advised that the Water and Wastewater Division continues to recommend the use of wooden fences for these two stations due to the lower initial cost and ongoing replacement costs, ease of repair and consistency throughout the service area. He pointed out that County staff can replace sections of wood fencing, while any repairs of vinyl fencing would have to be outsourced. In response to a question by Commissioner Bunting, Mr. Tustin confirmed that the fencing at Pump Stations C and G are generally hidden from the view of the public. Commissioner Bunting stated that he would like the County to use vinyl in highly visible areas because it tends to be more attractive, but that he fully supports using wood at Pump Stations C and G due to their remote location and the difference in cost and ease of replacement. Commissioner Elder expressed his preference for vinyl fencing, which does not rot. Commissioner Bertino suggested that the project be competitively bid.

Following some discussion and upon a motion by Commissioner Lockfaw, the Commissioners voted 5-2, with Commissioners Bertino and Elder voting in opposition, to accept the low proposal from Grasso Fence Company of Fruitland, Maryland to replace the fences using pressure treated wood at a cost of \$12,176 for Pump Station C and \$11,139 for Pump Station G for a total cost of \$23,315.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded bids for the purchase of 17 vehicles as follows: one Ford Expedition UIG Full-Size 4x4 SUV at a cost of \$37,258, one Ford F350 one ton 4x2 Stake Body Truck at a cost of \$35,293, one Dodge Ram 1500 ½-ton 4x2 Pickup Truck at a cost of \$18,998, and one Chevy 3500 Express one-ton 4x2 Cargo Van at a cost of \$26,658 to Hertrich Fleet Services of Milford, Delaware; one ¾-ton Ford F250 4x2 Pickup truck at a cost of \$23,652.16 to Sherwood Ford, Inc. of Salisbury, Maryland; one Chevrolet Tahoe full-size 4x4 SUV Patrol Vehicle for the Worcester County Sheriff's Office at a cost of \$35,887 and six

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Chevrolet Tahoe full-size 4x2 SUV Police Pursuit Vehicles at a cost of \$33,611 each for a total cost of \$201,666 for all six vehicles to I.G. Burton and Company, Inc. of Milford, Delaware; and one Ford F350 one-ton 4x4 Utility Body Truck at a cost of \$32,881, one Ford F350 one-ton 4x2 Utility Body Truck at a cost of \$30,189, one Ford F450 1 ½-ton 4x2 Crew Cab at a cost of \$48,817, one Ford Transit Connect XL Compact 4x2 Cargo Van at a cost of \$22,101, and one Ford Expedition XL full-size 4x4 SUV at a cost of \$34,988 to Bayshore Ford of New Castle, Delaware.

The Commissioners resumed discussion from their September 20, 2016 meeting to consider additional information regarding the offer from Attorney Mark Cropper, on behalf of his client Mohamad “Mike” Ramadan, owner of Gold Coast Beer and Wine, located in the Gold Coast Mall at 114th Street in Ocean City, to purchase \$300,000 worth of inventory in the Shore Spirits Retail Liquor Store at the Gold Coast Mall, subject to approval by the License Commissioners for a Class “A” beer/wine/liquor license with the application to be acknowledged by the County Commissioners. In response to questions the Commissioners asked at their September 20 meeting, County Attorney Maureen Howarth advised that the Comptroller’s Office has agreed to allow the County to bulk transfer the remaining liquor inventory to other interested parties between now and June 30, 2017 when the County ceases Liquor Control operations. Furthermore, the Board of License Commissioners had advised her that, in accordance with State law, they can only accept an application for a Class “A” beer/wine/liquor license to be issued at the County’s Gold Coast Mall location with the Commissioners’ acknowledgment. Ms. Howarth noted that the distance restriction in the State law prohibits such an application within 10 blocks of the County store location prior to July 1, 2017 or after a license is issued at the Gold Coast Mall location. Therefore, unless the Commissioners acknowledge the application of the tenant chosen by the Gold Coast Mall landlord to occupy the County retail liquor store after the County’s lease expires December 31, 2016, no license can be issued between 104th Street and 124th Street in Ocean City until July 1, 2017 at the earliest. Assistant Chief Administrative Officer Kelly Shannahan stated that staff continues to unanimously support acceptance of Mr. Ramadan’s offer to purchase roughly \$273,000 of Liquor Control inventory at a 10% mark-up for a total purchase price of \$300,000 to the County, subject to the Commissioners’ acknowledgment of Mr. Ramadan’s application and contingent upon ratification of a formally-approved contract of sale prior to the License Commissioners’ hearing on Mr. Ramadan’s license application.

In response to concerns raised by Commissioner Mitrecic, Mr. Shannahan stated that it had been staff’s intent to extend the County’s lease for the retail liquor store at Gold Coast Mall, but that the mall landlord had denied their requested extension and had instead agreed to lease the space to Mr. Ramadan, an action that was beyond the County’s control. Commissioner Mitrecic stated that, at the very least, he would hope that Mr. Ramadan would also be required to purchase the shelving and other miscellaneous store equipment worth \$47,000. Commissioner Elder stated that Mr. Ramadan has made the County a good offer, which would not only help the County sell a good portion of the remaining inventory, but also prevent the cost of inventory removal back to the warehouse in Snow Hill, after the lease expires at the end of December 2016. Commissioner Church agreed with Commissioner Mitrecic that Mr. Ramadan should also purchase the assets, as otherwise the Commissioners would be lucky to recoup 10% of that cost if they sold the equipment on GovDeals.com. Following some discussion and upon a motion by

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Commissioner Bertino, the Commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to accept the offer from Mr. Ramadan and directed staff to develop a formal contract for their consideration at a future meeting.

Pursuant to the request of Emergency Services Director Fred Webster and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Bunting to sign a Memorandum of Understanding (MOU) between the Maryland Emergency Management Agency (MEMA) and Worcester County (sub-recipient) for Hazardous Materials Emergency Preparedness (HMEP) Planning and Training Grant funds of \$2,000, with a \$500 soft match of staff time, that would allow two people to attend training at the International Association of Fire Chief's annual Hazardous Materials Conference in Baltimore. In response to a question by Commissioner Bertino, Mr. Webster advised that the funds would be used to send either staff or volunteer fire fighters to the conference.

The Commissioners met with Mr. Webster to discuss the First Amendment to the System Purchase Agreement between Harris Corporation of Delaware (seller) and the County Commissioners of Worcester County, Maryland (buyer) to the Harris P25 Radio System Migration Agreement. Mr. Webster reviewed the change order, which includes site changes and additional charges at the following towers: Mystic Harbour (\$26,750), Pocomoke (\$25,641.55), KLES Grange (\$26,125), Nassawango (\$2,500), and Berlin (\$72,738 for labor and materials, and \$26,053 to be shared evenly between buyer and seller). Mr. Webster advised that the County would incur a net cost of \$87,823.97, with this change order, as staff saved \$78,993.08 through credits of \$18,300 for providing a warehouse for equipment storage and \$60,693 by providing the Nokia 7705 MPLS Routers. This change order will leave a remaining balance of \$34,383.03 in contingency funds, which were originally budgeted at \$122,207. In response to a question by Commissioner Bertino, Mr. Webster stated that the County will incur substantial additional expenses with a second change order, as the equipment at the Mystic Harbour Water Tower were determined to be above the height limitations for the adjacent Ocean City Municipal Airport approach zone, and a costly alternative will be required to bring the Mystic Harbour Water Tower into compliance with Maryland Aviation Administration (MAA) and the Federal Aviation Administration (FAA) requirements. Emergency Services Assistant Director James Hamilton explained that a tower at this location is critical to meet County and municipal infrastructure needs, as it is located in the County's growth corridor, and provides the antennas needed to permit radio communications between various public safety agencies.

In response to a question by Commissioner Bertino, Mr. Webster stated that staff could not have foreseen the impact of Mystic Harbour Water Tower height issues, as they only became aware of the situation when the MAA denied one of their permits after a survey was completed that identified the tank at 154 feet above ground level and nine feet above the mean sea level, and when factoring in the antenna height, the tank total height was 22 feet above the permitted 160-foot height above the mean sea level. In response to a question by Commissioner Bunting, Mr. Hamilton stated that the County owns enough land to build a new water tower approximately 200 yards east, southeast of the existing tower. Following much discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Bunting to sign the First Amendment to the System Purchase Agreement with Harris Corporation

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as presented.

Pursuant to the request of Mr. Webster and upon a motion by Commissioner Lockfaw, the Commissioners unanimously authorized Commission President Bunting to sign the Memorandum of Understanding (MOU) between the County Commissioners of Worcester County, Maryland and Pocomoke City, allowing the County to install, maintain and use a public safety communications system transmitter on the Pocomoke City Water Tower for daily police, fire, emergency medical services, and other governmental communications in return for the County providing the emergency radio system to the city at no cost, as well as providing software upgrades and radios to Pocomoke City for their use.

The Commissioners adjourned their open session meeting to meet in a work session, after which they adjourned to meet again on October 18, 2016.

Minutes of the County Commissioners of Worcester County, Maryland

October 4, 2016

Work Session

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

The Commissioners met with Emergency Services Director Fred Webster and Emergency Services Assistant Director James Hamilton at 11:45 a.m. to conduct a work session to review the draft Worcester County Emergency Operations Plan.

Mr. Webster provided an update on the condition of County roadways after parts of the County received more than 14 inches of rain in the past week, with an initial seven inches falling between Wednesday and Thursday, and additional rainfall over the weekend that caused ponding and flooding on numerous roads throughout the County. He stated that these are believed to be the highest flood levels in the County's recorded history. Mr. Webster stated that by early Friday afternoon a sink hole had washed away a section of MD Rt. 12 just south of Sermon Road near the fire tower, and that section of the highway would be closed for several weeks while State Highway Administration (SHA) officials secure a contractor to fix the road. He advised that the water level on MD Rt. 12 just west of the bridge in Snow Hill had reached three and a half feet by late Friday afternoon, but that those levels had come down significantly as of today, and public safety officials were hoping to remove the flood advisory for that section of the highway by 7:00 p.m. this evening. He advised that the number one public safety concern the County faced during the rain event was caused by residents who moved the barrels that public safety officials put out to block access to flooded roads, drove their cars into high water, and had to be rescued. Mr. Hamilton stated that he had remained in contact with the towns and a number of business owners in Snow Hill, and there were no major concerns to report. Mr. Webster noted that the business owners' comments indicate their high level of preparedness for this historical flooding. He recognized the outstanding job done by Public Works crews during the rains and in the days that followed to reopen County roadways and to protect public safety.

In response to a question by Commissioner Lockfaw, Public Works Director John Tustin stated that three Roads and Water and Wastewater crews worked Friday, thus incurring overtime, which may create a negative balance in overtime budgets if the County experiences high levels of snow this winter.

In response to a question by Commissioner Elder, Environmental Programs Director Bob Mitchell stated that a water advisory was issued September 30 for the Pocomoke River in the Snow Hill vicinity following a combined sanitary overflow (CSO) reported by the Town of Snow

Hill at their wastewater treatment plant, and that he hoped to be able to lift that advisory soon, once his department conducts an additional water sampling analysis. The Commissioners thanked staff for an outstanding job in response to the record-breaking rainfall and flooding event.

Mr. Webster provided a brief overview of the draft Emergency Operations Plan, noting that the previous plan was adopted in 1995, and the document before the Commissioners represents a wholesale refreshing of the plan to bring it up to standard. He stated that the plan is still being reviewed by other County departments, and any changes he receives will be included.

With regard to Basic Plan, Section III. History & Planning Considerations, Commissioner Bunting stated that the statement on page six that the majority of the population lives “on property 20 to 50 feet above sea level” is incorrect. Development Review and Permitting Director Ed Tudor concurred, stating that the vast majority of County residents live in areas that are less than 20 feet above sea level, and that number could be as high as 70%. The Commissioners concurred.

With regard to Basic Plan, Section IV(E). Organizations & Operations, Commissioner Bunting stated that the language should be amended from “The County Commissioners, acting as a Board shall have the authority and responsibility to declare an official State of Emergency...” to state the “President, or in his absence the Vice President, or in his absence the Chief Administrative Officer...” shall have the authority. The Commissioners concurred. The Commissioners further concurred that this language should be inserted in other areas of the Basic Plan, specifically in Concept of Operations Section V(B)(2), V(E)(3) and VI(B)(1)(c). Assistant Chief Administrative Officer Kelly Shannahan stated that the current procedure provides that the Chief Administrative Officer monitors emergencies and keeps the Commissioners apprised of staff recommendations regarding whether to open shelters and the need to declare a State of Emergency. With this proposed change, he pointed out that this responsibility would be transferred to the President. Commissioner Mitrecic stated if the President is not available that responsibility should fall to the Vice President or perhaps even a Commission Secretary if the Commissioners felt inclined to create such a position among the seven-member Board of County Commissioners.

With regard to Emergency Support Functions, page four, Commissioner Bunting stated that the Department of Environmental Programs should be recognized as a lead agency for water quality issues and should also be referenced for other support functions.

Commissioner Elder suggested developing a Memorandum of Understanding (MOU) with the school bus contractors and adding them to the list of Support Agencies. He noted that there are 79 public school buses in the County, with drivers who know every road and the places that are prone to flooding that could be a valuable resource in times of need.

Commissioner Bertino requested that page numbering in the document should be consistent. He further stated that the draft language regarding the notification of elected officials is too vague, and he requested that the language be clarified to state that the Commissioners are to be notified in real time, when possible, of emergency developments. Commissioner Church

concluded. He commended staff, noting that this draft goes a long way to addressing his concerns regarding receiving communications in a timely fashion when public safety issues occur in his district, particularly in Snug Harbor, Mystic Harbour and other areas that are prone to flooding. He suggested Emergency Services issue reconditioned communications radios to the Commissioners, so they would know about emergency situations and how they are being handled in real time.

He pointed out that during the recent rain event he had been advised by his nephew from the Coast Guard that there had been two to three water rescues in Cape Isle of Wight and stated that County staff should have informed him about these rescues. Commissioner Mitrecic concurred and stated that with the technology available today there is no reason for them not to have this information as it is occurring, so they can be kept in the loop. Upon some discussion, the Commissioners directed staff to provide them with radios if available.

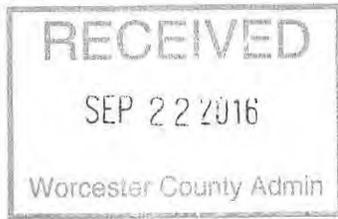
Commissioner Bertino further stated that the Memorandums of Understanding (MOUs) and Mutual Aid Agreements should be up-to-date and readily available in case of an emergency.

In response to a question by County Attorney Maureen Howarth, Mr. Webster stated that each County department was tasked with determining the lead agencies and support services listed in the Emergency Support Functions. Regarding Ms. Howarth's question about emergency purchases, Mr. Shannahan advised that under Section V(D)(3) on Basic Plan page 12 the Chief Executive has the authority to suspend regulations, which extends to procurement policies in times of emergency. Mr. Hamilton pointed out that in the event that a federal government declares a State of Emergency, the County can be reimbursed for up to 75% of qualifying purchases made to address emergency situations, subject to proper record-keeping. Mr. Higgins advised that the Treasurer's Office is tasked with monitoring and recording these emergency purchases.

Mr. Webster agreed to review the plan as discussed and return for approval at a future meeting date. The Commissioners agreed that only the revised pages needed to be presented for approval, rather than the entire 200-plus-page document.

In an unrelated matter and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to meet with Board of Education (BOE) officials upon their request at a future meeting to continue discussing plans to replace Showell Elementary School (SES).

The Commissioners answered questions from the press, after which they adjourned to meet again on October 18, 2016.



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FRED E. WEBSTER, JR.
DIRECTOR

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: Harold Higgins, Chief Administrative Officer
From: Fred Webster, Director of Emergency Services 
Re: Storm Ready Presentation
Date: 22 September 2016

Attached with this memo is a copy of a letter from Bill Sammler, Warning Coordination Meteorologist at the National Weather Service Office in Wakefield, Virginia, certifying Worcester County has met the criteria to be certified as StormReady. Our application is also attached for awareness of the goals we had to meet for this certification. Mr. Sammler will be on the Lower Shore on October 18 and I'm requesting that we be scheduled for the Commissioners meeting that day for a formal presentation of certification.

The National Weather Services started this program to help Emergency Managers ensure their communities are ready when a crisis occurs. No community is storm proof but every community can be StormReady. Over the past several years the Department of Emergency Services has distributed NOAA weather radios to schools and other government office buildings, co-hosted SKYWARN weather spotter training classes for the general public, provided weather awareness during our CERT training program and at presentations to local civic groups.

Worcester County now joins the Town of Ocean City and Wicomico County who have been designated StormReady for some time. Somerset County's application was also approved the same day as ours.

Emergency Planner Tom Kane and I are available at your convenience to answer any questions that may arise.



U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL WEATHER SERVICE

National Weather Service Office
10009 General Mahone Hwy.
Wakefield, VA. 23888-2742
September 22, 2016

Mr. Fred Webster
Worcester County Emergency Services
One W. Market St., Room 1002
Snow Hill, MD 21863

Dear Fred,

It is with great pleasure that NOAA's National Weather Service (NWS) office in Wakefield VA officially recognizes the Worcester County Maryland as a StormReady community. This recognition clearly shows your dedication to providing the citizens of, and visitors to, Worcester County the best possible emergency management and preparedness operation. Your ability to monitor weather conditions, and receive NWS watches and warnings is excellent, and your hazardous weather plans are diverse and detailed. In addition, your community outreach and preparedness programs are very strong, as is your relationship with your neighboring communities, especially the town of Ocean City.

I believe that the recognition of Worcester County as a StormReady community sets an example for other Maryland Eastern Shore communities that desire to become StormReady. Congratulations again, and our office looks forward to continuing to work closely with you and your staff in future endeavors.

Sincerely,

Bill Sammler
Warning Coordination Meteorologist
WFO Wakefield, VA
william.sammler@noaa.gov
757-899-5732



Department of Commerce
National Oceanic &
Atmospheric Administration
National Weather Service



Application Form
OMB Control # 0648-0419
Expires 05/31/2018

Community Information				
County/City/Town	Worcester County, Maryland		Population	55,000 winter / 500,000 summer
Primary Point of Contact		Secondary Point of Contact		
Name	Fred Webster	Name	James Hamilton	
Office	410-632-3080	Office	410-632-3080	
Title	Director of Emergency Services	Title	Asst. Director of Emergency Services	
Mailing Address	One W. Market St. Room 1002	Mailing Address	One W. Market St. Room 1002	
City	Snow Hill	City	Snow Hill	
State, ZIP	Maryland, 21863	State, ZIP	Maryland, 21863	
Phone	410-632-3080	Phone	410-632-3080	
e-mail	fwebster@co.worcester.md.us	e-mail	jhamilton@co.worcester.md.us	
Guideline 1: Communications				
Location of 24-Hour Warning Point		Location of Emergency Operations Center		
One W. Market St. Room 1002 Snow Hill, MD. 21863		One W. Market St. Room 1002 Snow Hill, MD. 21863		
<u>Verification Team General Notes:</u>				
<u>Renewal Comments:</u>				
		Date:	Initials:	
<i>Note: Please do not write in shaded areas.</i>				

Public reporting burden for this collection of information is estimated to average two hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other suggestions for reducing this burden to Donna Franklin, National Weather Service, 1325 East West Highway, Room 14456, Silver Spring, MD, 20910

Statement on confidentiality: Notwithstanding any other provisions of the law, no person is required to respond to, nor shall any person be subjected to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number



Guideline 2:		NWS Information Reception Equipment					
Warning Point	# Required	# Verif	Verif	EOC	# Required	# Verif	Verif
<input checked="" type="checkbox"/> NOAA Weather Radio (required if in range)			<input type="checkbox"/>	<input checked="" type="checkbox"/> NOAA Weather Radio (required if in range)			<input type="checkbox"/>
<input checked="" type="checkbox"/> NOAA Weather Wire (subscription)			<input type="checkbox"/>	<input checked="" type="checkbox"/> NOAA Weather Wire (subscription)			<input type="checkbox"/>
<input checked="" type="checkbox"/> EMWIN			<input type="checkbox"/>	<input checked="" type="checkbox"/> EMWIN			<input type="checkbox"/>
<input checked="" type="checkbox"/> Law Enforcement Teletype (LETS)			<input type="checkbox"/>	<input type="checkbox"/> Law Enforcement Teletype (LETS)			<input type="checkbox"/>
<input type="checkbox"/> Amateur Radio			<input type="checkbox"/>	<input checked="" type="checkbox"/> Amateur Radio			<input type="checkbox"/>
<input checked="" type="checkbox"/> Pagers* (warning reception)			<input type="checkbox"/>	<input checked="" type="checkbox"/> Pagers* (warning reception)			<input type="checkbox"/>
<input checked="" type="checkbox"/> Television (Local network or Cable TV)			<input type="checkbox"/>	<input checked="" type="checkbox"/> Television (Local network or Cable TV)			<input type="checkbox"/>
<input checked="" type="checkbox"/> Radio Station (AM/FM) - EAS Reception			<input type="checkbox"/>	<input checked="" type="checkbox"/> Radio Station (AM/FM) - EAS Reception			<input type="checkbox"/>
<input checked="" type="checkbox"/> NAWAS			<input type="checkbox"/>	<input checked="" type="checkbox"/> NAWAS			<input type="checkbox"/>
<input checked="" type="checkbox"/> Internet (subscription for alerts) _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Internet (subscription for alerts) _____			<input type="checkbox"/>
<input checked="" type="checkbox"/> Commercial Data Service <u>Metrologic</u> _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Commercial Data Service <u>Metrologic</u> _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<i>List any additional capabilities on a separate sheet</i>							
<u>*Capabilities needing explanation:</u>							
<u>Verification Team Notes:</u>							
<u>Renewal Comments:</u>							
						Date:	Initials:
<i>Note: Please do not write in shaded areas.</i>							



Guideline 3: Local Weather & Water Monitoring Equipment							
Warning Point	# Required	# Verif	Verif	EOC	# Required	# Verif	Verif
<input checked="" type="checkbox"/> Anemometer (Wind gauge)			<input type="checkbox"/>	<input checked="" type="checkbox"/> Anemometer (Wind gauge)			<input type="checkbox"/>
<input checked="" type="checkbox"/> Rain Gauge			<input type="checkbox"/>	<input checked="" type="checkbox"/> Rain Gauge			<input type="checkbox"/>
<input checked="" type="checkbox"/> River Gauge			<input type="checkbox"/>	<input checked="" type="checkbox"/> River Gauge			<input type="checkbox"/>
<input type="checkbox"/> Locally owned Radar			<input type="checkbox"/>	<input type="checkbox"/> Locally owned Radar			<input type="checkbox"/>
<input checked="" type="checkbox"/> Internet Radar Source <u>NWS</u>			<input type="checkbox"/>	<input checked="" type="checkbox"/> Internet Radar Source <u>NWS - INWS</u>			<input type="checkbox"/>
<input checked="" type="checkbox"/> Internet Weather Station _____			<input type="checkbox"/>	<input checked="" type="checkbox"/> Internet Weather Station <u>INWS - DTN</u>			<input type="checkbox"/>
<input checked="" type="checkbox"/> TV Radar Source <u>WBOC/WMDT</u>			<input type="checkbox"/>	<input checked="" type="checkbox"/> TV Radar Source <u>WBOC / WMDT</u>			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<input type="checkbox"/> Other* _____			<input type="checkbox"/>	<input type="checkbox"/> Other* _____			<input type="checkbox"/>
<i>List any additional capabilities on a separate sheet</i>							
<u>Capabilities needing explanation:</u>							
<u>Verification Team Notes:</u>							
<u>Renewal Comments:</u>							
						Date:	Initials:
<i>Note: Please do not write in shaded areas.</i>							

5



Local Government-Owned Buildings in Which Public Traffic is Common				
Office	Location or Address	Tone Alert NOAA Weather Radio	Verif	Comments
Warning Point	One W. Market St. Room 1002 S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
EOC	One W. Market St. Room 1002 S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
City Hall	One W. Market St. Snow Hill, MD.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	800 radio
School Superintendent	6270 Worcester Hwy. Newark, MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	800 radio
All County Public Schools	locations throughout county	<input checked="" type="checkbox"/>	<input type="checkbox"/>	800 radio
County Office Buildings	locations throughout county	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Verification Team Notes:				
Renewal Comments:				
			Date:	Initials:
<i>Note: Please do not write in shaded areas.</i>				



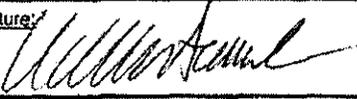
Guideline 5: Community Preparedness				
Annual Safety Talks				
			# Required _____	# Verif _____
Date	Topic	Location	Speaker	
1 4/5/2016	Preparedness and ECO / 911	EOC / Worcester County.	Webster / Kane	
2 1/25/2016	Preparedness	Chamber / Worcester County	Kane	
3 9/15/2015	Preparedness	Rotary / Worcester County	Webster / Kane	
4 6/18/2015	Preparedness	Assateague / Worcester County	Kane	
5 6/17/2015	Preparedness	Pocomoke / Worcester County	Kane	
<i>List any additional safety talks on a separate sheet</i>				
Weather Radio Purchase Program				
Has your community/county developed a program to subsidize the purchase of Specific Area Message Encoder (SAME) equipped Weather Radios for its citizens? (Not required) Yes _____ No <u>X</u> _____				
If yes, provide details:				
Other Community Preparedness Activities				
Date	Activity	Location	Organizer	
1 Fall 2013	CERT	Somerset County	Rhode/Kane	
2 Spring 2014	CERT	Worcester County	Webster / Kane	
3 Fall 2014	CERT	Worcester County	Webster / Kane	
4 Spring 2015	CERT	Worcester County	Webster / Kane	
5 Fall 2015	CERT	Worcester County	Webster / Kane	
<i>List any additional activities on a separate sheet</i>				
<u>Renewal Comments:</u>				
			<u>Date:</u>	<u>Initials:</u>
<i>Note: Please do not write in shaded areas.</i>				



Guideline 6: Administrative Tools/Record keeping		Verif	Renewal Year
Formal Hazardous Weather Operations Plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>
➤ Procedure for reporting storm damage to the local National Weather Service Office in real-time		<input checked="" type="checkbox"/>	<input type="checkbox"/>
➤ EOC Activation Procedures		<input checked="" type="checkbox"/>	<input type="checkbox"/>
➤ Spotter Activation Criteria		<input checked="" type="checkbox"/>	<input type="checkbox"/>
➤ Local Warning System(s) Activation Criteria		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Warning Point personnel has authority to activate Warning System (written)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spotter Roster and Training Record		<input type="checkbox"/>	<input type="checkbox"/>
Last Visit by Emergency Manager to NWS Office		4/27/2016	<input type="checkbox"/> Biennial
Last Visit by NWS Officials to Community		6/22/16	<input checked="" type="checkbox"/> Annual
Last NWS Spotter Training for Spotters and Dispatchers		4/6/2016	<input type="checkbox"/> Biennial
Last NWS Spotter Training Hosted/Co-Hosted (For populations >40,000)		6/22/16	<input checked="" type="checkbox"/> Biennial
Exercises	Topic(s): Ocean City Air Show 2012-15, DETF Operation Ebbing Tide 2013	Date: 2015	<input checked="" type="checkbox"/> Date: Date:
List any additional descriptions, narratives, or documentation on a separate sheet			
Verification Team Notes:			
Renewal Comments:			
		Date:	Initials:
Signature of Applying Official			
Application Submitted by (print name): Fred E Webster Jr			
Office: Worcester Co. Emergency Serv		Title: Director	
Signature: <i>Fred E Webster Jr</i>		Date: 6/22/16	
NWS Personnel Receiving Application (print name): WILLIAM GAMMILLER			
Date Received: 6/22/16			
Note: Please do not write in shaded areas.			



Site Verification Team Signatures

<u>Print Name:</u> WILLIAM GAMMIGER	
<u>Office:</u> NWS WAKEFIELD	<u>Title:</u> WARNING COORDINATION METEOROLOGIST
<u>Signature:</u> 	<u>Date:</u> 8/29/16
<u>Print Name:</u> EDWARD WERKHEISER	
<u>Office:</u> NWSA - RLD	<u>Title:</u> Regional Liaison
<u>Signature:</u> 	<u>Date:</u> 8/29/16
<u>Print Name:</u>	
<u>Office:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>
<u>Print Name:</u>	
<u>Office:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

Signature in Renewal Year

<u>Application Submitted by: (print name):</u>	
<u>Office:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>
<u>NWS Personnel Receiving Application (print name):</u>	
<u>Date Received:</u>	

Community Outreach

Date	Location	
3/20/2013	Castaways Campground	
4/5/2013	Germantown	with WCSO
4/10/2013	Bishopville	with WCSO
4/19/2013	Stockton	with WCSO
4/25/2013	WOC Assoc.	
6/20/2013	DSS	
6/26/2013	Board of Ed.	
9/23/2013	OC chamber of Commerce	
10/16/2013	Pocomoke chamber of Commerce	
11/25/2013	Pocomoke Rotary	
2/25/2014	Pocomoke Library 9-10	with V.S. / WCHD / MEMA / RC
2/25/2014	Ocean Pines Library 1-3	with V.S. / WCHD / MEMA / RC
3/20/2014	OC Power Squadron @ OP	
4/4/2014	The Parke @ OP	
4/16/2014	WCHD Conference @ Carousel	OC
5/8/2014	OP Tea Party	
5/31/2014	Home Depot	
8/23/2014	Preparedness Night sh Shorebirds	
8/27/2014	Back to School Night	
9/4/2014	OC Sr. CTR	
9/11/2014	Snow Hill Sr. Ctr.	
9/12/2014	Pocomoke Sr. Ctr.	
10/20/2014	U.of MD. Extension Service	
10/28/2014	MD. Campground Assoc.	Frontier Town
2/7/2015	WCBOE-skill day	
4/9/2015	ATLAS/UMES	
6/2/2015	N. Wor. Sr. Ctr.	
6/8/2015	Snow Hill Sr. Ctr.	
5/16/2015	Assateague Anniversary/WCBOE	
6/17/2015	Pocomoke Sr. Ctr.	
6/18/2015	Assateague National Seashore-employees	
9/15/2015	Snow Hill Rotary Club	
1/25/2016	Snow Hill Chamber of Commerce	
4/5/2016	Salisbury School visit to EOC	
Spring 2016	CERT Worcester County	
5/7/2016	St. John AME Church Bishopville	
5/17/2016	Pocomoke MS 4th Grade	
1/25/2016	Chamber of Commerce Snow Hill	
6/6/2016	Pocomoke Sr. Ctr.	



**THE BOARD
OF EDUCATION
OF WORCESTER
COUNTY**

6270 WORCESTER HIGHWAY
NEWARK, MD 21841-9746
TELEPHONE: (410) 632-5000
FAX: (410) 632-0364
www.worcesterk12.com

ADMINISTRATION

JERRY WILSON, Ph.D.
Superintendent of Schools

JOHN R. QUINN, Ed.D.
Chief Academic Officer

LOUIS H. TAYLOR
Chief Operating Officer

VINCENT E. TOLBERT, C.P.A.
Chief Financial Officer

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ROBERT A. ROTHERMEL, JR.

SARA D. THOMPSON

October 7, 2016

2

Mr. Harold Higgins
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Higgins:

Our school system, like all Maryland public school systems, is subject to several on-going audits. These audits include our annual audit performed by an independent accounting firm, audits of our federal programs, a school construction program audit, and a Maryland State Retirement System audit. Our audits continue to be successful with our most recent FY16 annual financial statement audit receiving an unqualified opinion by our auditors. This is the highest level of opinion given by the auditors.

Beginning in FY04, the State mandated that in addition to existing Federal, State, and Local audits, each local public school system be audited by the Office of Legislative Audits (OLA). During this audit, OLA staff members are typically on-site for 10-12 months. It is estimated that more than 1,200 hours of our employees' time is redirected from their primary functions of operating our school system to assisting the legislative auditors during this audit. Realizing the impact of this on local school systems, the State legislature passed Chapter 261 of 2016 establishing a voluntary exemption process from this OLA audit. This request for a waiver must be supported by the County governing body, the County Board of Education, and the County delegation. This waiver request with the appropriate letters of support must be submitted by November 1, 2016.

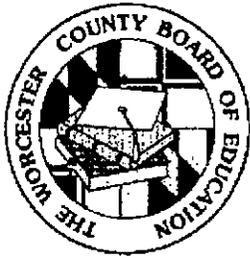
A copy of the Board's waiver request, a copy of the legislation, and a draft copy of a letter indicating Commissioner's support is attached. It should be noted that a local school system may not be granted an exemption from two consecutive OLA audit cycles. The Board respectfully requests the County Commissioners approve and sign the attached letter in support of our waiver request.

Please have the letter indicating County support signed by Mr. Bunting and return to me at your earliest convenience. Should you have any questions, please give me a call.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer





**THE BOARD
OF EDUCATION
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ROBERT A. ROTHERMEL, JR.

SARA D. THOMPSON

September 20, 2016

Karen Belton
JAC Support Staff
Legislative Services Building, Room 226
90 State Circle
Annapolis, MD 21401

Dear Mrs. Belton,

Our school system, like all Maryland public school systems, is subject to several on-going audits. Below is a list of the audits and reviews that Worcester County Public Schools is subject to:

- **Annually** – independent audit conducted by a Certified Public Accounting Firm that produces audited financial statements and a management letter that discloses any potential concerns that may be discovered during the annual audit. The audited financial statements and management letter are due to the Maryland State Department of Education (MSDE) by September 30. This audit is required by State law.
- **Annually** – compliance audit and audit of Schedule of Expenditures of Federal Awards in compliance with OMB Circular A-133. This audit is due to MSDE by December 31. This audit is required by State law.
- **Annually** – MSDE program reviews ranging from Title I, to special education, to food services, - most of which are on-site reviews performed by MSDE program staff. Reports are filed by MSDE staff and any findings require a corrective action plan. The corrective plan must be approved by MSDE staff.
- **Bi-annually** – MSDE audit of major state aid programs and enrollment verification audit. MSDE auditors are typically on-site for approximately 2-3 weeks and audit data for two years. A report is issued following the audit. Any enrollment errors resulting in an overpayment of state funds must be repaid to MSDE. A corrective action plan must be implemented to address any findings.
- **Tri-annually** – audit performed by a Certified Public Accounting Firm hired by the Maryland State Retirement System (MSRS) to audit payments and employees enrolled in the MSRS. This audit is required by State law.
- **Tri-annually** – Public School Construction Program audit performed by Interagency Committee (IAC) for School Construction auditors. This audit reviews school construction projects and compliance with state laws including Minority Owned Business Enterprise requirements.



- **Periodically (at random)** – audits of federal funds by federal auditors. Typically of major federal programs such as Title I and Food services. These audits are extensive and generally involve the respective Federal Department’s Office of the Inspector General.

In addition to the extensive list of audits listed above, our school system is also subject to an audit by the Office of Legislative Audits (OLA) once every six years. Our most recent audit by the OLA began in October, 2015 and is still ongoing as of today. It is estimated that more than 1,200 hours of our employees’ time is redirected from their primary functions of operating our school system to assisting the legislative auditors during their audit. This overwhelming demand on our local school system resources is extremely burdensome given our small staff and considering the number and scope of the other audits listed above.

Current state law does provide for a County governing body, the Office of Legislative Audits, or the State Superintendent to require an audit and/or a corrective action plan from a public school system under the following conditions:

- Education Article, section 5-110, provides for a County governing body to contract for a performance audit of their local public school system at any time. The cost of the audit is to be shared equally by the County governing body and the school system.
- Education Article, section 5-114(d)(4), provides for the State Superintendent and the Office of Legislative Audits to request any financial information from a local school system pertaining to a deficit or structural deficit of the system and obtain a copy of the corrective action plan developed by the local school system. Failure to comply with the auditors and MSDE could result in the State Comptroller withholding 10% for the next and ensuing state aid installment until compliance is reached.

As you are aware, Chapter 261 of 2016 established a voluntary exemption process from the general requirement that the Office of Legislative Audits, at least once every six years, conduct an audit of each local school system. For all of the reasons stated above, we respectfully request an exemption for Worcester County Public Schools from the next round of Legislative audits scheduled to begin in FY17. Letters of support for this waiver from our County governing body and our County delegation are attached. Thank you for your consideration of this request and please contact me directly with any questions.

Sincerely,



Jonathan C. Cook, President
Worcester County Board of Education

IN for pending -



MARYLAND GENERAL ASSEMBLY
JOINT AUDIT COMMITTEE

August 25, 2016

The Honorable Madison Bunting, Jr.
Commission President, District 6
Worcester County
1 West Market Street
Snow Hill, MD 21863-1072

Copy: Phil Thompson ✓

review and advise

- Dr. Jerry Wilson, BOE ✓

- Vince Tolbert, BOE ✓

- Kathy Whitel ✓

(via email)

Dear Commission President Bunting:

As you may know, Chapter 261 of 2016 (see attached) establishes a **voluntary** exemption process from the general requirement that the Office of Legislative Audits (OLA), at least once every six years, conduct an audit of each local school system. In practice, OLA audits each school system once per six-year audit cycle.

The next audit cycle for local school systems will begin in fiscal 2017. As required by Chapter 261, for a local school system to be exempt from this upcoming cycle, the county governing body, the county board of education, and the county delegation to the Maryland General Assembly (consisting of the county senators and delegates) must **each** submit a letter to the Joint Audit Committee requesting an exemption by **November 1, 2016**. This is the only opportunity to request an exemption from the upcoming cycle.

The committee will review the exemption requests, which may include a hearing to discuss previous audit findings and/or the reasons for the requests. The committee will inform each of the affected parties if a hearing is considered necessary and/or of its decision to grant or deny the exemption request prior to the commencement of the upcoming audit cycle. Please note that a local school system may not be exempt from two consecutive audit cycles: an exemption from this upcoming cycle precludes an exemption from the following cycle.

Letters requesting an exemption (and any supporting documentation) should be emailed to karen.belton@mlis.state.md.us and a hard copy should be mailed to:

Karen Belton
JAC Support Staff
Legislative Services Building, Room 226
90 State Circle
Annapolis, MD 21401

August 25, 2016
Page 2

Please contact the committee staff, Steve Ross at (410) 946-5510 or Hannah Dier at (410) 946-5530, if you have any questions.

Sincerely,



Senator Guy Guzzone
Senate Chairman



Delegate C. William Frick
House Chairman

GG:CWF/HED/kmb

Enclosure

Chapter 261

(House Bill 352)

AN ACT concerning

Office of Legislative Audits – Local School System Audits—Repeal

FOR the purpose of ~~repealing the requirement that the Office of Legislative Audits conduct audits of certain local school systems within certain periods of time; repealing the requirement for the Legislative Auditor to appoint professional staff to conduct audits of local school systems; repealing the authorization for the Office of Legislative Audits to have access to certain information to perform audits of local school systems; repealing the requirement for the Office of Legislative Audits to provide certain information to a local school system and the Joint Audit Committee following a certain review; repealing the authorization for the Joint Audit Committee to take certain actions relating to a certain review; requiring the Office of Legislative Audits to conduct an audit or a review of certain local school systems under certain circumstances; making conforming changes exempting a local school system from a certain audit requirement under certain circumstances; authorizing the Joint Audit Committee to direct the Office of Legislative Audits to conduct an audit of a local school system; and generally relating to the repeal of~~ audits of local school systems by the Office of Legislative Audits.

~~BY repealing~~

~~Article – State Government
Section 2-1219(e), 2-1220(e), and 2-1224(g)(7) through (9)
Annotated Code of Maryland
(2014 Replacement Volume and 2015 Supplement)~~

~~BY repealing and reenacting, with amendments,~~

~~Article – State Government
Section 2-1220(b) and 2-1223(a)(3)
Annotated Code of Maryland
(2014 Replacement Volume and 2015 Supplement)~~

~~BY renumbering~~

~~Article – State Government
Section 2-1220(f)
to be Section 2-1220(e)
Annotated Code of Maryland
(2014 Replacement Volume and 2015 Supplement)~~

BY repealing and reenacting, with amendments,

Article – State Government
Section 2-1220(e)
Annotated Code of Maryland

(2014 Replacement Volume and 2015 Supplement)

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

Article – State Government

~~2-1219.~~

~~[(c) With the approval of the Executive Director, the Legislative Auditor shall appoint professional staff to conduct audits of local school systems in accordance with § 2-1220(c) of this subtitle.]~~

2-1220.

~~(b) If the General Assembly, by resolution, or the Joint Audit Committee so directs, the Office of Legislative Audits shall conduct an audit or review of a corporation, LOCAL SCHOOL SYSTEM, or association to which the General Assembly has appropriated money or that has received funds from an appropriation from the State Treasury.~~

†(e) (1) ~~AT~~ EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, AT least once every 6 years, the Office of Legislative Audits shall conduct an audit of each local school system to evaluate the effectiveness and efficiency of the financial management practices of the local school system.

(2) The audits may be performed concurrently or separately.

(3) The Office of Legislative Audits shall provide information regarding the audit process to the local school system before the audit is conducted.†

(4) ~~BEGINNING (I)~~ SUBJECT TO THE LIMITATION UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH, BEGINNING IN FISCAL YEAR 2017, A LOCAL SCHOOL SYSTEM SHALL BE EXEMPT FROM THE AUDIT REQUIREMENT UNDER PARAGRAPH (1) OF THIS SUBSECTION IF THE COUNTY GOVERNING BODY, THE COUNTY BOARD OF EDUCATION, AND THE COUNTY DELEGATION TO THE MARYLAND GENERAL ASSEMBLY CONSISTING OF THE COUNTY SENATORS AND DELEGATES EACH SUBMITS A LETTER TO THE JOINT AUDIT COMMITTEE REQUESTING AN EXEMPTION ON OR BEFORE NOVEMBER 1 OF FISCAL YEAR 2017, OR ON OR BEFORE NOVEMBER 1 OF THE LAST YEAR OF A 6-YEAR AUDIT CYCLE UNDER PARAGRAPH (1) OF THIS SUBSECTION, AS DETERMINED BY THE OFFICE OF LEGISLATIVE AUDITS.

(II) A LOCAL SCHOOL SYSTEM MAY NOT BE EXEMPT FOR 2 CONSECUTIVE 6-YEAR AUDIT CYCLES.

(5) NOTWITHSTANDING PARAGRAPH (4) OF THIS SUBSECTION, THE JOINT AUDIT COMMITTEE MAY DIRECT THE OFFICE OF LEGISLATIVE AUDITS TO CONDUCT AN AUDIT OF A LOCAL SCHOOL SYSTEM AT ANY TIME.

~~2-1223.~~

~~(a) (3) The employees or authorized representatives of the Office of Legislative Audits shall have access to and may inspect the records, including those that are confidential by law, of:~~

~~(i) any local school system [to perform the audits authorized under § 2-1220 of this subtitle or] in accordance with a request for information as provided in § 5-114(d) of the Education Article; and~~

~~(ii) the Board of Liquor License Commissioners for Baltimore City to perform the audits authorized under [§ 2-1220(f)] § 2-1220(E) of this subtitle.~~

~~2-1224.~~

~~(g) [(7) The Legislative Auditor shall review each local school system's response to an audit conducted under § 2-1220(c) of this subtitle and advise the local school system of the results of the review. The Legislative Auditor shall advise the Joint Audit Committee when a local school system:~~

~~(i) does not make a response to a recommendation;~~

~~(ii) does not indicate action to be taken in response to a recommendation;~~

~~(iii) has not taken the action the local school system indicated in its response to a recommendation; or~~

~~(iv) responds in a manner that is not considered appropriate to carry out the recommendation.~~

~~(8) The Executive Director or the Joint Audit Committee may direct the Legislative Auditor to undertake a review to determine the extent to which action has been taken by a local school system to implement a report recommendation.~~

~~(9) With respect to findings and recommendations made to a local school system, the Joint Audit Committee may make recommendations to the Governor, State Superintendent of Schools, the local school governing board, or local school officials after reviewing a local school system's response to a recommended action.]~~

~~SECTION 2. AND BE IT FURTHER ENACTED, That Section(c) 2-1220(f) of Article
State Government of the Annotated Code of Maryland be renumbered to be Section(c)
2-1220(e).~~

SECTION ~~2~~ 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
October 1, 2016.

Approved by the Governor, April 26, 2016.

DRAFT

October 18, 2016

Ms. Karen Belton
Joint Audit Committee Support Staff
Legislative Services Building, Room 226
90 State Circle
Annapolis, Maryland 21401

RE: Request for Exemption of Local School System Audit in Worcester County

Dear Ms. Belton:

The Worcester County Commissioners have reviewed the letter from the Worcester County Board of Education (BOE) dated September 20, 2016 requesting an exemption from the next round of legislative audits scheduled to begin in FY17. We understand that, the State Legislature passed Chapter 261 of 2016 establishing this voluntary exemption process. For the reasons outlined in the Board of Education's letter, we support the Board's request to grant this exemption.

Thank you for your consideration of our request. If you should have any questions or concerns, please feel free to contact either me or Harold L. Higgins, Chief Administrative Officer, at this office.

Sincerely,

Madison J. Bunting, Jr.
President

MJBjr/KS:dd

cf: Lou Taylor, Superintendent of Schools
Vincent E. Tolbert, Chief Financial Officer, BOE
Kathy Whited, Budget Officer
Phil Thompson, Finance Officer
CC/171/Karen Belton

MEREDITH M. MEARS
Director
mmears@co.worcester.md.us

100 Pearl Street Suite B
Snow Hill, Maryland 21863
Phone: 410-632-3112
Fax: 410-632-5631

JOHN AZZOLINI
Deputy Director
jazzolini@co.worcester.md.us



3

DEPARTMENT OF
ECONOMIC DEVELOPMENT

Worcester County



To: Harold Higgins, Chief Administrative Officer

From: Merry Mears, Director of Economic Development

Date: October 11, 2016

Re. Leadership Maryland

Created in 1992, Leadership Maryland is an independent, statewide leadership program that is designed to develop informed, senior-level leaders. Each year, 50 accomplished and diverse leaders are selected to get involved in vital issues such as education, economic development, health and human services, criminal justice, the environment, agriculture and multi-culturalism/diversity. At its core, Leadership Maryland offers its members access to more than 1,000 top officials in Maryland politics, education, business, healthcare, non-profits and small businesses. Members often reach out to each other for collaboration on projects.

Economic development activities focus on building capacity, and involvement in Leadership Maryland will assist me in my endeavors to build capacity for Worcester County. I write this memo to request approval to engage in the Leadership Maryland program in my capacity as Director of Economic Development for Worcester County. The deadline to apply is October 31, 2016 and there is funding within the Economic Development budget, travel, training and expense line item to cover program expenses.



CLASS OF 2017 APPLICATION INFORMATION AND INSTRUCTIONS

The strength within.

Building a better Maryland takes a special kind of strength—the kind of strength you’ll find every day in leaders throughout our local businesses and communities. At Leadership Maryland, we harness that strength by bringing together local leaders from all sectors, industries, and geographic regions of our state—people with a passion for making Maryland the best place to work and live. Together, we engage on the vital issues affecting our state and work to build solutions for real, actionable change.

Membership Process

Leaders become members through a highly competitive application, interview and selection process. Each year, as many as 52 diverse and accomplished leaders from around the State are selected based on their leadership abilities, career accomplishments, volunteer activities, their personal concern and commitment to help shape the future of Maryland, and a willingness to continue supporting the efforts of organization after graduation. Accepted applicants are required to participate in a year-long concentrated study of the state and its regions. Through this uniquely interactive, non-partisan, educational experience, participants explore the issues, challenges and opportunities critical to the State of Maryland.

The Program Year

The program is intense; the results are rewarding. Leaders come together for a series of retreats, intensive hands-on study, and in-depth discussions that highlight local, regional and statewide issues, including education, economic development, health and human services, criminal justice, environment and multi-culturalism/diversity. Participants learn how interconnected the issues are and how they need to be addressed. The program is continually evaluated, improved and evolves from year to year.

Program Year Goals

- To learn about the current and emerging issues facing Maryland and its regions
- To explore through a systematic educational program, the state's opportunities, needs and resources
- To engage in dialogue with classmates and other recognized leaders who share deeper insight and broad knowledge of the issues facing Maryland
- To develop a network of relationships with a cross-section of leaders; a trusting circle of friends and colleagues
- To identify opportunities to improve the quality of life in Maryland
- To examine the many dimensions and styles of leadership by experiencing various role models
- To go on an individual journey of growth and transformation
- To become a committed member of the Leadership Maryland family beyond the program year
- To have fun!

Applicant Criteria

- Senior-level leaders with significant achievements in career and the volunteer community
- Expressed concern about the future of Maryland and a personal commitment to help shape that future
- Expressed willingness to commit the time and energy necessary to complete the program
- Full support of the organization or business applicant represents
- Additional consideration given to graduates of county/regional leadership programs
- Each class will reflect a cross-section of the state, to include diversity of geographic location, profession, ethnicity, age and gender
- A willingness to continue supporting the efforts of the organization after graduation
- Applicant must work or live in Maryland

Application Process

Visit www.leadershipmd.org, click the “APPLY” tab at the top right corner, and complete the online application form, which requires a \$250 nonrefundable Application Fee (personal check or VISA or MasterCard), two references, one recommendation letter, an Authorizing Official Statement (unless you are self-employed or are your own supervisor), and a professional color photo. Completed application and fee must be received **by 5:00 p.m. OCTOBER 31, 2016**. Late or incomplete applications will not be considered.

Selection Process

Receipt of your application will be acknowledged by email, at which time you will be instructed to contact the Leadership Maryland office to schedule your interview. Each application is carefully and thoroughly reviewed and each applicant is interviewed by members of the Selection Committee. The Selection Committee members come from a diverse and broad cross-section of our statewide membership. Their task is significant, ensuring that each class reflects the diversity of the state in all of its aspects. Due to this diversity and the number of applications received, qualified individuals are not always accepted on their first attempt. During the selection process, the Selection Committee takes into account the number of times a person has applied in the past. Emphasis is also placed on your Volunteer Activities and Personal Statements requested on the application form. All applicants, selected or not, will be notified of their status by email in early February 2017.

Tuition

If selected, you will be invoiced for tuition, which covers all program expenses, excluding your overnight accommodations and personal transportation costs getting to the program location. **Tuition is \$7,350**, when paid-in-full by check or \$7,700 when paid-in-full by credit card (Visa or MasterCard) by **March 1, 2017** (postmarked). If paid after March 1, 2017, tuition is \$7,700, and must be paid-in-full by check or credit card by **April 1, 2017** (postmarked). A payment plan may be arranged; however, the higher tuition amount of \$7,700 will apply. Payment plans may be arranged by calling the Leadership Maryland office.

Tuition Assistance

Need-based scholarships are available. A limited amount of financial aid, up to \$3,675, may be requested by applicants who would otherwise be unable to participate without financial assistance. Awards are based on your statement of need, the number of requests received, and the amount of funds available. However, requesting aid does not guarantee you will receive all or any of the amount requested. To be considered for financial assistance, please request a Financial Aid Request Form by calling the Leadership Maryland office at 410-841-2101. The form and proof of income must be uploaded into the online application. Please note that decisions on financial aid are independent of and made subsequent to the selection process.

Attendance Policy

Each retreat/session is two days long and is conducted in different regions of the state. Participants are responsible for travel to and from each session. Once on-site, travel within the region is included in your tuition. Each session begins with breakfast at 7:15 a.m. each day, and concludes by no later than 4:30 p.m. on day two. Participants must commit to attend all sessions, including the **mandatory** Orientation Retreat. Two excused absences are permitted (defined as one full two-day session, or two individual days, or a total of 22 hours). Participants are encouraged to save allowed absences to deal with an unexpected illness or family/work emergencies. Please protect the session dates on your calendar.

Class of 2017 Session Dates

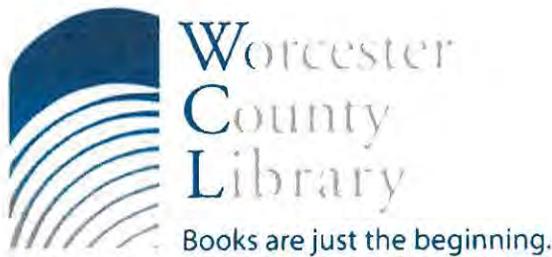
- March 13 – New Class Reception, State House, Annapolis
- **April 20 & 21 – Orientation (mandatory)**
- May 18 & 19 – Southern Region/Education
- June 15 & 16 – Central Region/Health & Human Services
- July 13 & 14 – Western Region/Criminal Justice
- September 14 & 15 – Eastern Region/Environmental
- October 19 & 20 – Capital Region/Multi-Culturalism and Diversity
- November 10 – Closing Retreat
- December 5 – Graduation, Evening Event

If the 2017 session dates do not work for your schedule, consider applying this year for the Class of 2018. Future session dates are available on the website www.leadershipmd.org.

COMPLETED APPLICATION CHECKLIST:

(All items must be received for the application to be considered complete)

- ✓ Application submitted online
- ✓ Select payment method for Application Fee (personal check or VISA or MasterCard)
- ✓ Financial Aid Request Form and proof of income (if requesting aid)
- ✓ Two References (extra consideration given if references are Leadership Maryland members)
- ✓ One letter of recommendation
- ✓ Authorizing Official Statement from applicant's supervisor or CEO (unless you are self-employed or are your own supervisor)
- ✓ High quality professional color photo (head/shoulder shot, jpg or pdf preferred)
- ✓ Paid Application Fee (\$250 personal check payable to Leadership Maryland, 134 Holiday Court, Suite 318, Annapolis, MD 21401 or paid online with VISA or MasterCard)
- ✓ Your complete application packet must be received **by 5:00 p.m., October 31, 2016.**



4

To: Harold Higgins, Chief Administrative Officer, Worcester County
From: Jennifer Ranck, Library Director *JR*
Date: September 30, 2016
Re: Design Services for new Berlin Branch Library

Enclosed with this memorandum is a proposal from Gipe Associates, Inc. for the design of "Access Control, Intrusion Detection, and Video Surveillance Systems" for the new Berlin Branch Library. The scope of work includes Design services and Contract Administration services in the amount of \$7,500. This proposal is in addition to the engineering services provided through Jeff Schoellkopf and JSD, Inc. of The Design Group.

The Berlin Library project team formed by the Library Board of Trustees including Ron Cascio, President of the Worcester County Library Board of Trustees; Ken Whited, Public Works Maintenance Superintendent; William Bradshaw, County Engineer; and Jeff Schoellkopf, Architect and Planner recommends approving this proposal as it will provide a comprehensive plan, more accurate cost estimates, and coordination between control and electrical designs. In addition, the detailed design will allow the systems supply and installation to be competitively bid with other sub-contract packages for the library construction.

The Worcester County Library Board of Trustees respectfully requests your approval of this proposal.

1



THE DESIGN GROUP

ARCHITECTURE PLANNING INTERIOR DESIGN

JIM EDGCOMB, ARCHITECT

Airport Road Warren VT 05674 tel 802-496-5255 fax 802-496-5266

JEFF SCHOELLKOPF, ARCHITECT

September 30, 2016

Ms. Jennifer Ranck, Director
Worcester County Libraries
Snow Hill, MD

Re: WORCESTER COUNTY LIBRARY BERLIN BRANCH
Proposal for Additional Services for Security System Design

Dear Jennifer,

Please find here a proposal to add security system design services to our current contract which will be fully provided by our subconsultant, Gipe Associates, Inc. Our original understanding was that this design and installation would be provided by others, contracted directly by the County, but that now you would like to add it to the current design, bidding, and permitting packages that are being prepared.

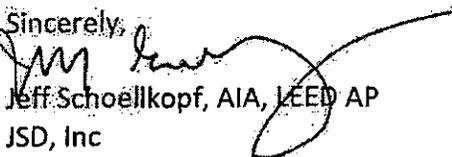
All work and terms are to be per our current contract, and per the attached Gipe proposal to us. This has not changed since we forwarded it in April, but our understanding is now you would like to have them provide this design work. When you give us approval to add these services we will sign and execute the attached with them. This will be an amendment to our current contract as approved additional services and will be invoiced under the current terms. We will add this category to our monthly tracking sheet.

As a relatively minor amendment we are fine with an e mail reply that provides us the authorization.

If and when approved we will need to set up a meeting with your staff and the Gipe staff to discuss the details and your owner's requirements. I'm not sure I need to be part of it but if it could work out I could be available next week. I don't believe this is critical to our permit submittal package we are planning to submit on October 17th, but if you want it included in the revised cost estimate that will be prepared during early November we will need to have this authorized soon.

Please let me know if you have any questions or requests in this regard.

Sincerely,


Jeff Schoellkopf, AIA, LEED AP
JSD, Inc



Gipe Associates, Inc.
CONSULTING ENGINEERS

WO#: 15040
Easton Office

April 20, 2016

Mr. Jeff Schoellkoff, AIA
The Design Group
Airport Road
Warren, VT 05674

Project: Berlin Library
Reference: Additional Services Fee Proposal Letter for design of Access Control, Intrusion Detection, and Video Surveillance Systems

Dear Jeff:

We are pleased to submit our fee proposal for the performance of additional electrical engineering services on the referenced project. The scope of our work would include providing design services and Contract Administration services for the following:

1. Access Control System
2. Intrusion Detection System
3. Video Surveillance System

In accordance with our original Agreement, dated December 8, 2014, this scope of work is clearly additional work from our original Agreement, and we want to invoice the same separately. We will set-up a separate task for this.

Our fee shall include new work documents including computer aided drafting (CAD) drawings, electronic specifications, as well as the following:

1. Field investigations which may be necessary for the electronic safety and security phases of work.
2. Preparation of the design plans and specifications for the electronic safety and security phases of work. Specifications will be prepared utilizing Gipe standard office specifications and format.
3. Review of bids for the portion of work we design.
4. Contract Administration in accordance with our Agreement for Design Development through Contract Administration phases dated December 8th, 2014.

Our fee for the work as outlined above would be for the following lump sum amount.

TOTAL LUMP SUM FEE	\$7,500
---------------------------	----------------

849 Fairmount Avenue
Dulaney Center I, Suite 102
Baltimore, Maryland 21286
TEL 410.832.2420
FAX 410.832.2418

8719 Brooks Drive
Post Office Box 1147
Easton, Maryland 21601
TEL 410.822.8688
FAX 410.822.6306

The following items are exclusions or clarifications of the M/E/P scope of services.

- A. Design and Contract Administration Services beyond the following limits.
 - 1. Up to two (2) reviews of each Shop Drawing, Product Data item.
 - 2. Up to one (1) inspection for Electrical portions of the Work to determine whether such portions of the work are substantially complete in accordance with the requirements of the Contract Documents.
 - 3. Up to one (1) inspection for Electrical portions of the Work to determine final completion.
- B. Uninterruptable Power Supply Systems (UPS):

The scope of services shall not include the design of an uninterruptable power supply system (UPS). If it is determined that an uninterruptable power supply system is needed or desired then the design of such system and accessories shall be treated as additional services and shall be billed hourly.
- C. Telecommunications:

Telephone, data and similar information technology systems are not included in our scope of services and shall be done by a separate consultant. Coordination with the Telecommunications Consultant is included in our scope of services.
- D. Substitutions:

The review of Contractor initiated and proposed substitutions during the Bidding Phase or Contract Administration Phase shall not be included in Engineer's basic services. Should the Owner request in writing that the Engineer review a proposed substitution, then the Engineer shall be compensated hourly in accordance with the rates as set forth. Engineer shall record time required by Engineer and Engineer's consultants in evaluating substitution proposed or submitted by Contractor. The Supplementary Conditions if prepared by the Engineer shall require the Contractor to reimburse Owner for Engineering and Engineer's consultants for evaluating such proposed substituted item.
- E. Alternates:

Alternate designs and bids are not included in the Engineer's basic scope of services. Should the Owner's request the preparation of Alternate bid documents, then Engineer shall be compensated hourly in accordance with rates as established.
- F. Life Cycle Cost Analysis:

Due to the size and scope of this project, Life Cycle Cost Analysis shall not be performed related to electronic safety and security system selection. Should the Owner require detailed life cycle cost analysis then the same shall be treated as additional services and shall be performed hourly at the rates indicated.
- G. Future Additions:

The Engineer's scope of services does not include the design of electronic safety and security systems for future additions unless otherwise agreed upon in writing.

- H. Specifications:
Specifications in Masterformat 95 (Division 15 and 16) are not included. Gipe Associates, Inc. has discontinued use of Masterformat 95 and only provide Specifications in Masterformat 04 (Divisions 21, 22, 23, 26 etc.).
- I. BIM:
Building Information Modeling (BIM) is not included in Gipe Associates, Inc.'s Basic fee. Should Building Information Modeling be required then the same would be treated as additional services.
- J. Drafting of Record Drawings:
The drafting of Record Drawings is included in Gipe Associates' scope of services or fee.
- K. Cost Estimating:
Cost estimating is included in Gipe Associates' scope of services and fee.

This agreement may be terminated by either party after giving thirty days written notice of the intent to terminate to the other party and by payment of the balance due to Gipe Associates, Inc. This balance will be arrived at by an estimate by Gipe Associates, Inc. of the percentage completion of the project at the time of termination plus any reimbursable expense due to termination.

If you are not a corporation and subsequent to the making of this agreement you incorporate your business with or without the knowledge of Gipe Associates, Inc., you agree to be jointly and severally liable to Gipe Associates, Inc. for any indebtedness incurred by or transferred to such corporation. If you are a corporation or partnership and you are not a general partner, your signing this letter warrants that you are duly authorized to do so and you agree to be jointly and severally liable with the corporation or partnership for any indebtedness owing by them to Gipe Associates, Inc.

In the event that your account with Gipe Associates, Inc. becomes delinquent and past due, and Gipe Associates, Inc. engages the services of an attorney to collect the account, then, subject to the applicable law, you and any person jointly and severally liable with you, agree to reimburse to Gipe Associates, Inc. attorney's fees in an amount equal to 20% of the amount due, whether or not litigation is commenced and court costs.

Ownership of plans, maps, drawings and all other documents, including original drawings, field notes and data are to remain the property of Gipe Associates, Inc. as instruments of service. Upon payment of all services billed, the Owner may at his expense obtain a set of reproducible record prints and drawings and copies of other documents in consideration of which the Owner will use them solely in connection with this project and no other project.

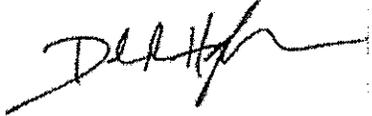
Neither this contract nor any rights or duties hereunder may be assigned or delegated to any other person or entity without the express written consent of Gipe Associates, Inc.

We appreciate the opportunity of submitting this proposal. If these terms are agreeable, please sign and return one copy of this proposal as a letter of intent.

Very truly yours,

GIPE ASSOCIATES, INC.

THE DESIGN GROUP



David R. Hoffman, P. E., C.P.D., LEED AP
President

Accepted: _____

Date: _____

DRH/lks

CC: Melanie Dixon, Gipe Associates, Inc.



5

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 7, 2016
SUBJECT: South Point Road – Bike Lane Request

DIVISIONS

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

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

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

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

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

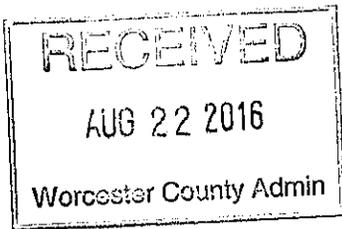
.....
The Department of Public Works, Roads Division has reviewed the attached request from Mary Johnson-Willis dated August 18, 2016 concerning the possibility of constructing a shoulder or bike path along South Point Road from Route 611 to the boat ramp at the end of South Point Road. Currently, South Point Road has a 40' right-of-way. Installation of a bike path would require a minimum 5' paved surface on one side of road for foot and bike traffic going in both directions for a distance of 3.5 miles. The cost to blacktop and site preparation of this area would likely exceed \$100,000.00. Extra right-of-way may need to be acquired to accommodate this request. There would also be additional costs associated with this project which would include environmental permitting, storm water concerns, relocating signs, installing new driveway pipes and reconstruction of roadside ditches, , extending crossroad pipes, stabilizing bike paths, along with the appropriate stencils and painting.

After investigating this request and the potential costs associated with this project, I would recommend that "Share the Road" signs be installed, as we have done in other locations within the County, along South Point Road to provide visual warnings to drivers that walkers/bikers may be on the road at anytime.

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

Attachment

cc: Frank J. Adkins



Info - pending ✓

August 18, 2016

Copy: John Tustin ✓

review and advise

To the County Commissioners,

I would like to come before the board with a serious issue. I hope you will find my plea worthy of consideration to put a shoulder or bike path along South Point Road. I have an ongoing petition being signed by my neighbors in the South Point area to show you the concern of your citizens.

I also have excellent pictures showing blind turns that are an accident waiting to happen. Please don't let this situation become someone being killed on this road before something is put into action!

If funding won't allow the entire 3 1/2 mile section to be completed, let's start with the 1st mile.

Thank you,

Mary Johnson-Willis
11402 Quillen Way
Berlin, MD. 21811

410-641-3298 hm.
410-251-3220 cell
mcjw@comcast.net

To the County Commissioners-

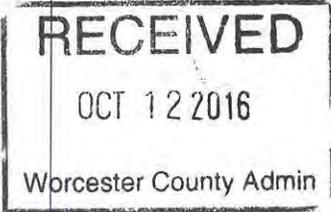
I would like the County Commissioners to consider adding a shoulder or bike lane to all of South Point Road. From Rt.611 to the public boat ramp. That total distance is 3 1/2 miles. This road is used by many to bicycle or walk to and from Assateague Island.

Recreational biking or walking should be something that we can pursue without putting our lives in jeopardy every time we venture out for exercise or relaxation

Our road is extremely dangerous to motorists who do their best to avoid people and bicycles that they might encounter! There are many blind turns that could easily lead to head-on collisions while motorists try to pass us on the road.

I personally have been run-off the road by cars or forced off the road by tractor trailers, UPS trucks, Home Depot trucks, etc. that use our little road for deliveries.

The safety of all the residents that live in the South Point & visitors alike deserve to be protected by adding a shoulder or bike lane so that we can continue to enjoy this special area that we live in. You have within your power the ability to make this happen.



6

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: October 7, 2016
SUBJECT: Ocean Pines Pump Station S

DIVISIONS

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

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

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

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

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

.....
The Water and Wastewater Division is continuing to complete improvements to the Ocean Pines Pump Stations funded in the 2014 Bond Issue. Pump Station S is the next station to be rehabilitated. A total of \$200,000 was budgeted for this station.

As with other stations throughout the County, we are standardizing on the manufacturer of pumps used for maintenance purposes. We have used the Flygt Pumps in both new and upgraded stations throughout the county and are satisfied with their performance.

Attached is a proposal from Sherwood Logan and Associates Inc. the local Flygt pump supplier for the two new pumps for Station S in Ocean Pines in the amount of \$32,774.00. We are requesting the County Commissioners waive the formal bidding process for these pumps and purchase them directly from the Sherwood Logan as we have done for the pumps in stations A, B, E and F.

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

Attachment

cc: John S. Ross, P.E. Deputy Director
Jessica Wilson, CPA Enterprise Fund Controller

SHERWOOD-LOGAN & ASSOCIATES, INC.

WASH. (301) 970-2181

2140 RENARD COURT
ANNAPOLIS, MARYLAND 21401
FAX: (410) 841-6330

BALTO: (410) 841-6810

6/23/16

Attn: Mr. Jeffrey Tingle
Collections System Supervisor
Worcester County DPW
1000 Shore Lane
Berlin, MD 21811

RE: Pump Stations S: Proposal for Qty. 2 Flygt NT3153.185-HT submersible pumps

Mr. Tingle,

Sherwood-Logan & Associates is pleased to provide you with the following Flygt NT3153 submersible pump proposal as per your request;

Quantity Two (2) - Flygt NT3153.185 HT with 462 impeller per the attached data sheets. Each pump to include 20HP/208V/3phase motor, 4" discharge connection, 50' of cable, integral stainless steel cooling jacket, FLS & the following options/accessories;

- Minicas module (14-407129)
- factory testing (14-699513)
- Upper Guide Bar Bracket (6136800)

Total Price including estimated freight: \$32,774.00

Notes/Comments:

- *Delivery: 8 - 10 weeks ARO
- *Each pump has a drilled volute bottom
- *Factory authorized start-up services have been excluded
- *Freight has been included in the above price

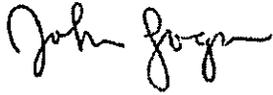
Exclusions: Lifting chain, davit crane, hoist, ancillary hardware not specified above, XP rating, controls/control panel, installation, guiderails & start-up services.

Please feel free to contact me at the number below if you have any questions or require additional information & thank you the opportunity, we're grateful for your continued business.

**MANUFACTURERS' REPRESENTATIVE FOR ENGINEERED INSTRUMENTATION,
PROCESS EQUIPMENT AND PUMPING SYSTEMS**

Branch Offices: RICHMOND, VA and LANGHORNE, PA

Sincerely,

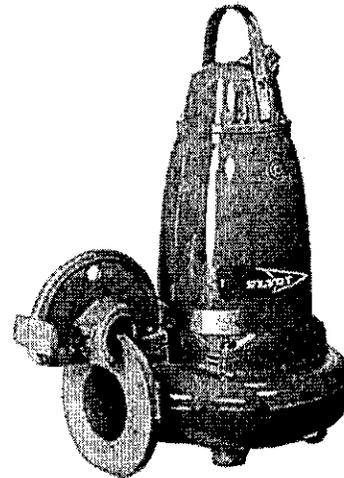
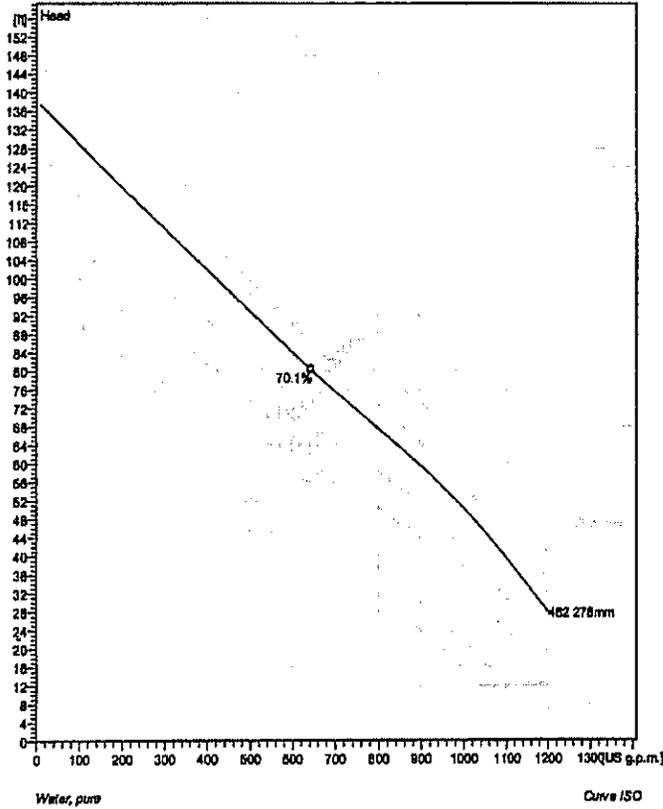
A handwritten signature in black ink that reads "John Logan". The signature is written in a cursive style with a large, sweeping "J" and "L".

John Logan
2140 Renard Court
Annapolis, MD 21401
Phone: 410.841.6810 ext. 326
Fax: 410.980.9860
logan.j@sherwoodlogan.com

SHERWOOD-LOGAN
& ASSOCIATES, INC.

NP 3153 HT 3~ 462

Technical specification

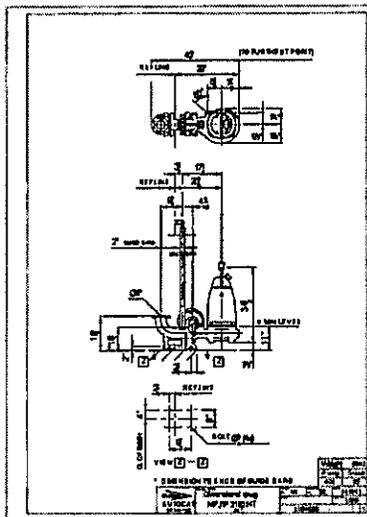


Note: Picture might not correspond to the current configuration.

General
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

Impeller	
Impeller material	Hard-iron™
Discharge Flange Diameter	3 15/16 inch
Inlet diameter	3 15/16 inch
Impeller diameter	278 mm
Number of blades	2

Installation: P - Semi permanent, Wet



Motor	
Motor #	N3153.185 21-18-4AA-W 20hp
Approval	Standard
Stator variant	4
Frequency	60 Hz
Rated voltage	208 V
Number of poles	4
Phases	3~
Rated power	20 hp
Rated current	58 A
Starting current	345 A
Rated speed	1780 rpm
Power factor	
1/1 Load	0.81
3/4 Load	0.75
1/2 Load	0.63
Pump Efficiency	
1/1 Load	87.5 %
3/4 Load	89.0 %
1/2 Load	88.5 %

Configuration

Project

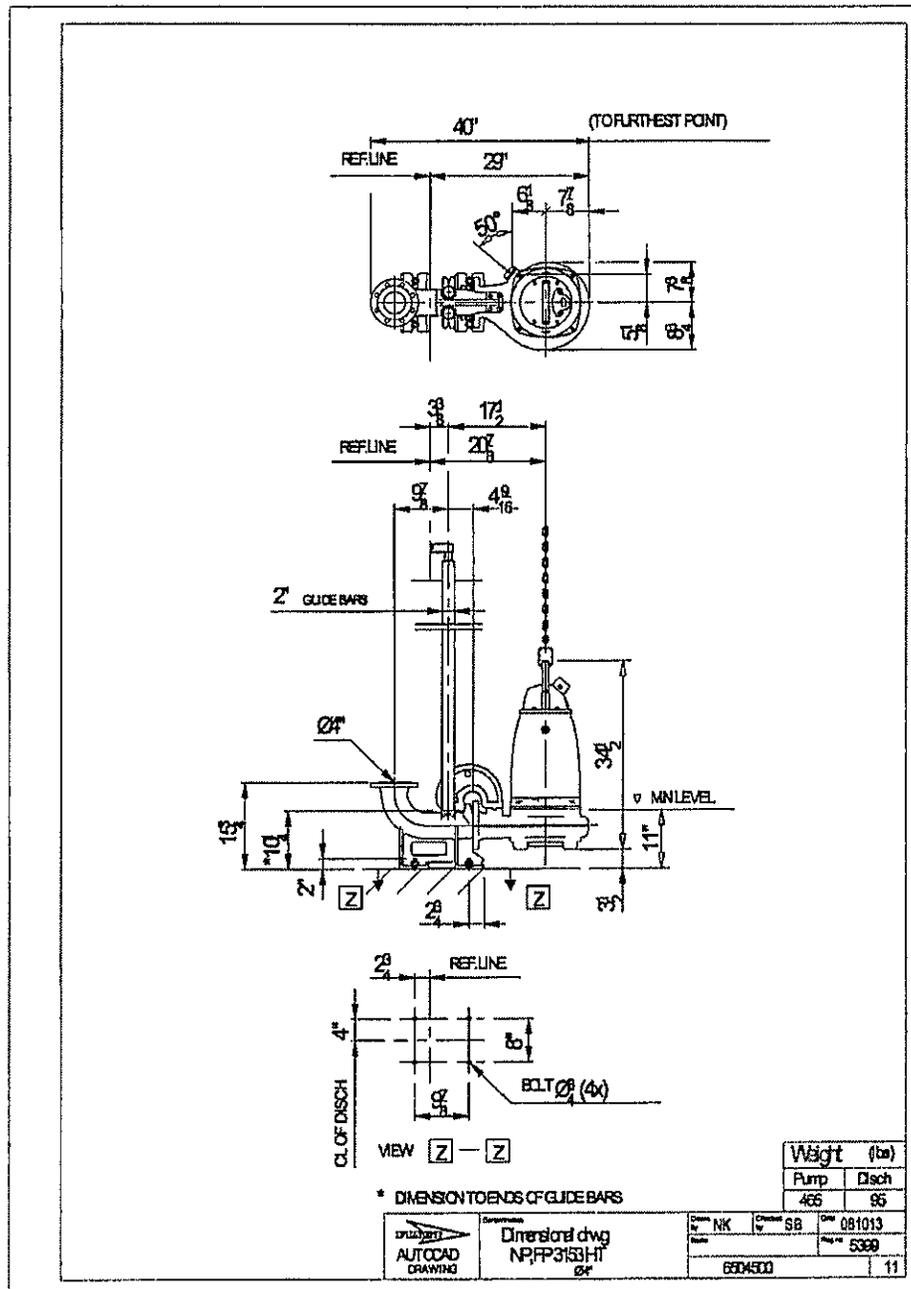
Project ID

Created by

Created on

Last update

23.08.2016



Project	Project ID	Created by	Created on	Last update
			23.06.2016	

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OCT 12 2016
Worcester County Admin



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works *JHT*
DATE: October 7, 2016
SUBJECT: Ocean Pines Wastewater Treatment Plant
Treatment Unit 3 Aeration System

DIVISIONS

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

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

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

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

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

As a part of the improvements funded in the 2014 Bond Issue, we had proposed to replace the aeration system in Treatment Unit Number 3 at the Ocean Pines Wastewater Treatment Plant. A total of \$400,000 was budgeted for this activity.

Because the performance of the aeration system is critical to the performance of the wastewater treatment plant, we contacted the engineering firm of George, Miles and Buhr (GMB) the designers of Treatment Unit 4 to assist in this activity.

Based on their recommendation, attached is a "performance" specification which would be provided to select aeration system manufacturers (3 identified) who would propose a replacement system. Proposals will be taken in the GMB office where each system will be evaluated for price, performance efficiency, adaptability to the existing tank and ease of construction. A recommendation for purchase of the aeration system will be brought to the Commissioners.

With the system purchased, a second round of proposals would be solicited for the installation of the equipment.

We are requesting that the Commissioners waive formal bidding and authorize GMB to solicit proposals from qualified suppliers for purchase of the aeration system.

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

Attachment

cc: John S. Ross, P.E. Deputy Director
Jessica Wilson, CPA Enterprise Fund Controller

SECTION 00300

GENERAL PROVISIONS

1.01 DESCRIPTION OF WORK

A. Treatment Unit No. 3 (TU3) at the Ocean Pines Wastewater Treatment Plant is an activated sludge process capable of biological nitrogen reduction connected to an aerobic digester. The system was constructed in the 1990's. The plant capacity was expanded around 2004 using the Bardenpho Process after which time TU3 is not required to be online year-round. The aeration diffusers and associated components will be replaced. This contract serves to select an aeration supplier and define its scope of supply and services to be incorporated into a construction bid to general contractors (hereinafter referred to as "INSTALLER"). The OWNER's contract with the Supplier will be assigned to the INSTALLER at the time the construction contract is awarded.

B. The work under this bid will consist of supplying the materials and services as follows:

1. Design drawings and drawing details for incorporation by the Engineer into contract documents for bidding to installing contractor s.
2. SUPPLIER shall allow for assignment of its contract with the OWNER to the INSTALLER and provide all materials and services this Request for Proposal.
3. Detailed shop drawings to the Engineer within 10 days after contract award and the Notice to Proceed has been given to the INSTALLER.
4. Supply of all in-basin diffusers, piping, wall supports, floor supports and appurtenances for a complete replacement aeration diffuser system, within 30 days after the INSTALLER'S shop drawing approval.
5. Material delivery, FOB Destination.
6. Installation instructions and oversight of the contractor performing the work of installation.
7. Certification of installation, check-out and start-up commissioning of the aeration diffuser system.
8. Follow-up six (6) month inspection onsite after substantial completion of the aeration diffuser system.
9. Coordination of warranty and maintenance claims for a period of 24 months from the date of material delivery.

1.02 TIME FOR COMPLETION

A. SUPPLIER shall submit scaled drawings of the changes proposed to Treatment Unit No. 3, including electronic design drawing files of new piping and appurtenances within 30 days of award of this RFP.

B. SUPPLIER shall deliver all products to the INSTALLER within 30 days of the Notice to Proceed to the INSTALLER.

C. DPW Office hours are 7:30 AM to 4:00 PM. WWTP is manned 24/7/365. The SUPPLIER shall fully cooperate and coordinate his activities with the Worcester County Department of Public Works and WWTP personnel at all times.

1.03 QUALIFICATIONS OF SUPPLIERS

A. SUPPLIER shall examine the premises and observe the conditions under which the work will be done, or other circumstances which will affect the contemplated work. No allowance will be made subsequently in this connection for any error or omission on the SUPPLIER's part.

B. SUPPLIER shall familiarize themselves with the total scope of work avoiding misunderstandings in regard to the nature and character of the work to be performed. All work shall be done in accordance with good standard practice.

1.04 GUARANTEE

A. SUPPLIER shall furnish the County a 24 month guarantee of workmanship and materials, dating from time of delivery of materials to the site and shall make good any defects which may occur during that period.

1.05 FIELD CONDITIONS AND MEASUREMENTS

A. SUPPLIER shall coordinate with the Engineer and identify items requiring field verification related to the dimensions of existing aeration diffusers and other items pertinent to the scope of supply and installation of the aeration diffusers.

B. Should the SUPPLIER discover any discrepancy between actual conditions and those indicated, which prevent following good practice or the intent of the Contract Drawings and Specifications, he shall notify the Engineer and shall not proceed with his work until he has received instructions from the Engineer.

C. No claims shall be made for extra payment or extensions of Contract completion time if the Contractor fails to notify the Engineer of any discrepancy before proceeding with the aspect of the work.

1.06 INSURANCE

A. The SUPPLIER shall at all times have and maintain Commercial General Liability with a combined limit for personal injury and property damage liability at One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and Vehicle Liability Insurance with a combined limit for personal injury and

property damage liability of Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Certificates of such insurance acknowledging the Hold Harmless Clause on behalf of the OWNER and Engineer shall be filed with the Worcester County Public Works.

1.07 PAYMENTS TO SUPPLIER

A. County will make a partial payment to the INSTALLER for payment to the SUPPLIER on the basis of the following milestones for each item bid:

- | | | |
|----|----------------------------------|-----|
| 1. | SUPPLIER Shop Drawing Submittal: | 5% |
| 2. | INSTALLER Shop Drawing Approval: | 5% |
| 3. | Material Delivery w/O&M's: | 65% |
| 4. | Installation Certification: | 15% |
| 5. | Successful Start-Up: | 10% |

1.08 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills or material and other data prepared by the SUPPLIER, his subcontractors, suppliers or manufacturers which illustrate the manufacturer, fabrication, construction and installation of the work, or a portion thereof.

B. All costs necessary for compliance with the requirements of this Section of the specifications shall be included under the lump sum and/or unit price bid.

C. Detailed shop drawings, data, literature for fabricated materials or equipment to be incorporated in the work shall be submitted to the Engineer for review for general compliance with the contract documents before fabrication. The SUPPLIER shall obtain and check manufacturer's shop drawings, certified prints and other pertinent data for conformance with all requirements of the Plans and Specification and in ample time to permit satisfactory progress of the work. After the completion of such checking and verification by the SUPPLIER, the SUPPLIER shall sign or stamp such drawing, which stamp shall state as follows:

Checked by _____
(SUPPLIER's Name)

Signed by _____
(Checker's Name)

Specification Section No. _____

Signed by _____

D. All data, drawings and correspondence from subcontractors, manufacturers or

suppliers shall be routed through the SUPPLIER. The Engineer shall review only such data and details as are transmitted to him by the SUPPLIER. All correspondence from the SUPPLIER to the Engineer shall refer to the appropriate section of these specifications containing the subject matter of the inquiry.

E. All shop drawings shall be in conformity with all requirements of the plans and specifications. All shop drawings except diagrams, brochures, schedules and illustrations shall be to an appropriate scale, no smaller than 1/8 inch = 1 foot 0 inches, and shall give all dimensions necessary for installation and incorporation in the work. All shop drawings shall be accurate and complete, showing outline and section views, details, materials, accessories, appurtenances and related items. Shop drawings showing piping and conduit systems shall incorporate sufficient views to show all fittings and specialties including locations and spacing of hangers and supports. Piping and/or conduit systems 3-inches in diameter and smaller may be shown as single line. Equipment and specialties installed within and/or connected to piping and conduit systems shall be cross-referenced to equipment and specialty shop drawings by shop drawing identification number, manufacturer name, catalog or model number and equipment numbers shown on the plans.

F. The SUPPLIER shall submit to the Engineer a minimum of FIVE (5) copies of shop drawings and approval data. The Engineer will retain two (2) copies of each submittal and return one (1) copy to the SUPPLIER and INSTALLER. The Engineer's notation of the action taken will be noted on all of the returned copies. At the time of each submission, the Contractor shall call to the Engineer's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications.

G. Upon review by the Engineer of the above drawings, lists, samples and other data the same shall become a part of the Contract, and the fabrications furnished shall be in conformity with the same, provided that the review of the above drawings, lists, specifications sample or other data shall in no way release the SUPPLIER from his responsibility for the proper fulfillment, by any fabrication, or the requirements of this Contract.

H. Corrections or comments made on the shop drawings during the Engineer's review do not relieve the SUPPLIER AND INSTALLER from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The INSTALLER is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, and in performing his work in a safe manner. If the shop drawings deviate from the Contract Documents, the SUPPLIER shall advise the Engineer of the deviations, in writing accompanying the shop drawing, including the reasons for the deviations, and shall request deviation from the Contract Documents.

I. The shop drawings are intended to be utilized by the SUPPLIER and

INSTALLER for additional fabrication, assembly and erection data. The shop drawings do not change or supersede the Plans and Specifications except in specific cases when the INSTALLER requests in writing and receives approval in writing for a deviation from the Plans and Specification. The INSTALLER'S request for a change shall give, in detail, the specific change requested and shall state the reason for the change. Changes requested by the INSTALLER and approved by the Engineer shall not be construed to include approval of any change except the changed details specifically requested and approved.

J. The SUPPLIER and INSTALLER'S attention is specifically directed to the fact that no work shall be fabricated, nor equipment or materials ordered, nor any construction performed, prior to approval by the Engineer of shop drawings applicable thereto. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable shop drawings have been submitted and approved. If the Engineer so directs, the Contractor shall disassemble and remove any such construction performed prior to approval by the Engineer of shop drawings applicable thereto, and the Contractor will be allowed no additional compensation nor extension of contract time. If any equipment or materials are ordered by the Contractor prior to submission and approval of shop drawings he does so at his own risk.

K. It shall be the responsibility of the Contractor to make all the necessary changes in other items, which result from deviations or changes requested by the Contractor and approved by the Engineer, so that all items perform the requirements and intent of the Contract Documents.

L. After review by the Engineer, shop drawings shall be returned to the Contractor marked as follows: APPROVED, APPROVED AS NOTED, REVISE AND RESUBMIT or REJECTED. Unapproved shop drawings (i.e., REVISE AND RESUBMIT or REJECTED) shall be returned to the Contractor for necessary modifications: only two (2) copies of unapproved shop will be returned.

M. Timing of Submittals:

1. Make submittals promptly and in such sequence as to cause no delay in the Work.
2. In scheduling, allow 10 working days for Engineer's review following receipt of the submittal.

1.09 OPERATION AND MAINTENANCE MANUALS

A. The SUPPLIER shall furnish the Owner two (2) sets of a complete instruction manual for installation, operation, and maintenance and moisture removal for each type of aeration diffuser at the time of material delivery to the site. Payment to SUPPLIER for materials delivered onsite will be contingent upon furnishing the instruction manuals.

B. Manuals shall include a complete and detailed listing describing routine

maintenance for each time interval: daily, weekly, monthly, quarterly, semi-annually and yearly. Routine maintenance shall include adjustments, inspections, calibrations, etc.

C. The following items shall also be submitted:

1. Name of manufacturer with address and phone number for service and parts.
2. Name, address and phone number of the nearest service representative for the manufacturer.
3. A list of spare parts including part number and other information needed to order parts.

D. Where an O&M manual contains a written warranty or guarantee, it shall be certified to meet the minimum length of time and requirements defined in the RFP.

1.10 SUBMISSION OF MANUFACTURER'S CERTIFICATES

A. The SUPPLIER shall submit Manufacturer's Certificates for the installation of the aeration diffuser system.

B. Such Manufacturer's Certificates shall state that the equipment has been installed under either the periodic supervision of the manufacturer's authorized representative, that it has been adjusted and initially operated in the presence of the manufacturer's authorized representative and that it is operating in accordance with the specified requirements, to the manufacturer's satisfaction.

1.11 DELIVERY

A. All items shall be FOB Destination to the Ocean Pines Wastewater Treatment Plant and all delivery costs and charges included in the proposal.

*** END OF SECTION ***

SECTION 00400

DIFFUSED AIR SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. The work to be performed under this Section includes furnishing materials, tools, supervision of installation and testing of the fine bubble and coarse bubble disc diffusers in the aeration and digestion zones of Treatment Unit No. 3,

1.02 SUBMITTALS

A. Submit detailed specifications and drawings for use by Owner to be written into the bidding contract documents along with pre-negotiated price for selecting an installing contractor.

B. Provide the following:

1. Marked-up drawings of changes proposed to the current Treatment Unit No. 3 aeration header, drop pipes and diffuser grids with the existing design drawings on electronic CAD files. OWNER will provide a CAD base drawing for the SUPPLIER'S use.
2. Drawing showing the dimensional layout and design of replacement aeration diffuser system.
3. Submit detail drawing showing plans, elevations and appropriate cross sections of the piping, diffusers and anchor locations for each aeration system identified in the bid. These drawings shall show pipe sizes and lengths, distances between air distribution headers, connections to existing piping and the location of all diffusers, supports, and expansion joints.
4. Provide component details including equipment data sheets of the aeration equipment showing diffusers, diffuser holders, retainer rings, floor supports, wall supports, pipe connections, and moisture removal connection.

C. Submit shop drawings and product data and samples per Section 00300 within 10 days after the Notice to Proceed is given to the installing contractor (INSTALLER).

D. Submit operation and maintenance manuals for aeration diffusers per Section 00300 when the materials are delivered onsite to the INSTALLER.

E. Submit manufacturer's certificate for diffuser system per Section 00300 when the aeration system has been installed by the contractor.

F. Testing Plan - Provide a detailed plan for testing the replacement diffusers prior to returning the tank to service. Identify Owner responsibilities and installing Contractor responsibilities. The County shall provide the water for testing of aeration systems.

G. Provide a follow-up six (6) month inspection after substantial completion of the aeration diffuser system.

1.03 ACCEPTABLE MANUFACTURERS

A. Environmental Dynamics (EDI) as represented by Riordan Materials

B. Sanitaire as represented by Sherwood-Logan Associates

C. SSI Aeration Systems as represented by Kershner Environmental Technologies, LLC

PART 2 - PRODUCTS

2.01 GENERAL

A. The installing Contractor shall install diffused aeration systems, to replace the existing diffused aeration in Treatment Unit No. 3, under the supervision of the Proposer.

B. The Proposer shall furnish all in-basin materials including drop pipes, laterals, manifolds, diffusers, supports and appurtenances.

C. The following performance requirements shall apply to the diffused air system:

1. The design air supply to the basin shall be as shown on Drawing C-14, Sheet 15, prepared of the RK&K dated June 1992. Aeration piping and diffuser sites shall be designed for all air flows.
2. The diffuser shall exhibit substantially even distribution of air bubbles at the above air flows in actual operation.
3. The diffusers shall be arranged in such a manner that each diffuser shall be easily accessible for manual removal and replacement and for in-place manual cleaning of the diffusers with liquid pressure hosing. The rows shall also provide a clear walking space between the laterals and manifolds.
4. The air distribution for the diffusers at the maximum and minimum air flows shall be substantially uniform, with a maximum variation of 1% between the nearest and farthest diffusers from the air in-basin main.
5. Air supply to Treatment Unit No. 3 for all aeration systems, not to exceed 2300 SCFM at a 7.0 psig.

2.02 DIFFUSER

A. Fine Bubble: Diffuser for shall consist of a 9 inch diameter EPDM disc type of the manufacturer's latest design and best efficiency taking into consideration reliability, operability, replace ability and ease of maintenance.

B. Coarse Bubble: Diffuser shall consist of stainless steel band type or disc (cap) type of the manufacturer's latest design and best efficiency taking into consideration reliability, operability, replace ability and ease of maintenance.

2.03 DROP PIPES

A. The drop pipe assembly shall connect the incoming air supply piping within the header piping to the manifold grid systems below and shall be 304L stainless steel flange pipe with flexible couplings, wall supports and thrust anchor.

B. The connection to the header shall have a van stone flange adapter.

2.04 MANIFOLDS

A. A manifold pipe shall be PVC or Stainless Steel.

B. Expansion joints and pipe supports shall be provided. Pipe supports shall be provided at each end as required to provide a maximum unsupported span of 8 feet - 0 inches.

C. A PVC drain line, sump and air lift purge system shall be furnished to drain the entire submerged aeration piping system at each manifold.

D. Each aeration manifold shall have an integral drain line terminating at a sump. The bottom elevations of the sump shall be lower than the invert of the air distribution manifold. The drain line shall be connected to a 1 inch airlift eductor line extending from the drain line invert elevation to a point 12 inches above the tank water surface and terminated with PVC ball valve.

E. Wall brackets and anchorage components of stainless steel shall be provided to support the airlift eductor.

2.05 LATERALS

A. Laterals shall be furnished for mounting of diffusers. The minimum diameter, length, and quantity of the laterals shall be indicated. The laterals shall be SDR 32.5 PVC and glue fittings shall be molded Class 160. The laterals and diffuser mounts shall be located so that the diffusers are 12 inches off the average basin floor.

B. Expansion joints and pipe supports shall be provided. Each lateral shall have at least one expansion joint where it attaches to the manifold and at each subsequent joint in the lateral.

2.06 PIPE SUPPORTS

A. Sufficient pipe supports shall be provided to keep the drop, manifold and lateral piping in place, to allow for pipe expansion/contraction and to level the pipe. Pipe supports shall be provided at the end of all pipe lengths. Intermediate supports shall be provided at intervals not to exceed 8 feet.

B. The pipe supports shall consist of a support hold-down mechanism and pipe clamp. The pipe clamp shall allow for a vertical and horizontal adjustment of 2". The intermediate supports shall allow for pipe movement caused by the pipe expansion/contraction. All pipe support components shall be fabricated from 304 stainless steel. The supports shall be designed for buoyant forces with 2.0 safety factor. Straps shall be self-limiting if the mechanism is over-tightened.

2.07 EXPANSION JOINTS

A. Expansion joints shall be provided on the air piping to allow for expansion and/or contraction of the pipe. The expansion joints shall be air tight and allow for a total range of pipe movement of 2 to 4 inches.

B. The in-line expansion joint shall consist of two couplings, one to each section of the lateral or manifold, and an expansion sleeve. The pipe within the joint shall be fabricated from PVC pipe equivalent to Sch. 40 or greater. O-rings shall be provided at each coupling to ensure an air tight connection. Branch expansion joints shall employ one expansion sleeve.

2.08 SPARE PARTS

A. The following spare parts shall be furnished:

1. Eight (8) spare complete diffuser assemblies. Assemblies shall include, but not be limited to:
 - a. Diffusers
 - b. Retainer Rings
 - c. Mounts
2. Eight (8) spare support assemblies. Assemblies shall be complete with all rods, straps, nuts and washers.
3. Two (2) of each size connection joint.

PART 3 - EXECUTION

3.01 EQUIPMENT MANUFACTURER'S SERVICE REPRESENTATIVE

A. Equipment Manufacturer's service representative shall be furnished in accordance with the following:

1. 1 Trip: The purpose of the trip shall be to provide a review and certification that all required materials and appurtenances are onsite and verbal instruction to the installing contractor in following the installation instructions prior the start of the installation of the equipment.
2. Trips as requested by the Contractor to verify that installation is proceeding as required.
3. Trips as required by the Equipment Manufacturer to monitor successful installation of the equipment.
4. Trip to perform testing of the aeration diffuser system in accordance with the approved testing plan, prior to start-up.
5. Trip to perform six (6) month follow-up inspection after substantial completion start-up.

B. A written report covering the technician's findings and installation approval shall be submitted to the Owner covering all inspections and outlining in detail any deficiencies noted.

*** END OF SECTION ***

DESIGN CRITERIA (0.5 MG/D EXPANSION)

- DESIGN CRITERIA - (0.5 MG/D EXPANSION)**
- DESIGN CRITERIA LIMITATIONS
 1. 100% (MG/A)
 2. 75% (MG/A)
 3. 50% (MG/A)
 4. 25% (MG/A)
 5. FLEET CALIFORNIA (MPP/100 MG)
 6. 25% (MG/A)
 7. 10% (MG/A)
 8. 5% (MG/A)
 9. 2.5% (MG/A)
 10. 1.25% (MG/A)

II. EFFLUENT FLOW CHARACTERISTICS

EXISTING	EXPANSION	TOTAL
1.0	0.5	1.5
0.8	0.4	1.2
0.6	0.3	0.9
0.4	0.2	0.6
0.2	0.1	0.3

III. DESIGN WASTEWATER TEMPERATURES

1. WASTEWATER TEMPERATURE	20
2. WASTEWATER TEMPERATURE	12
3. WASTEWATER TEMPERATURE	10
4. WASTEWATER TEMPERATURE	8
5. WASTEWATER TEMPERATURE	6
6. WASTEWATER TEMPERATURE	4
7. WASTEWATER TEMPERATURE	2
8. WASTEWATER TEMPERATURE	1
9. WASTEWATER TEMPERATURE	0.5
10. WASTEWATER TEMPERATURE	0.25

IV. FLOW EQUALIZATION

1. VOLUME (PERCENTAGE)	20.7
2. VOLUME (PERCENTAGE)	19.4
3. VOLUME (PERCENTAGE)	18.1
4. VOLUME (PERCENTAGE)	16.8
5. VOLUME (PERCENTAGE)	15.5
6. VOLUME (PERCENTAGE)	14.2
7. VOLUME (PERCENTAGE)	12.9
8. VOLUME (PERCENTAGE)	11.6
9. VOLUME (PERCENTAGE)	10.3
10. VOLUME (PERCENTAGE)	9.0
11. VOLUME (PERCENTAGE)	7.7
12. VOLUME (PERCENTAGE)	6.4
13. VOLUME (PERCENTAGE)	5.1
14. VOLUME (PERCENTAGE)	3.8
15. VOLUME (PERCENTAGE)	2.5
16. VOLUME (PERCENTAGE)	1.2
17. VOLUME (PERCENTAGE)	0.9
18. VOLUME (PERCENTAGE)	0.6
19. VOLUME (PERCENTAGE)	0.3
20. VOLUME (PERCENTAGE)	0.15
21. VOLUME (PERCENTAGE)	0.075
22. VOLUME (PERCENTAGE)	0.0375

V. DESIGN CRITERIA

1. NUMBER OF UNITS	11
2. PEAKING FACTOR	1.75
3. WASTEWATER FLOW (MGD)	220,000
4. AIR REQUIREMENTS (CFM)	1100
5. AIR REQUIREMENTS (CFM)	1100
6. AIR REQUIREMENTS (CFM)	1100
7. AIR REQUIREMENTS (CFM)	1100
8. AIR REQUIREMENTS (CFM)	1100
9. AIR REQUIREMENTS (CFM)	1100
10. AIR REQUIREMENTS (CFM)	1100
11. AIR REQUIREMENTS (CFM)	1100
12. AIR REQUIREMENTS (CFM)	1100
13. AIR REQUIREMENTS (CFM)	1100
14. AIR REQUIREMENTS (CFM)	1100
15. AIR REQUIREMENTS (CFM)	1100
16. AIR REQUIREMENTS (CFM)	1100
17. AIR REQUIREMENTS (CFM)	1100
18. AIR REQUIREMENTS (CFM)	1100
19. AIR REQUIREMENTS (CFM)	1100
20. AIR REQUIREMENTS (CFM)	1100
21. AIR REQUIREMENTS (CFM)	1100
22. AIR REQUIREMENTS (CFM)	1100

VI. DESIGN CRITERIA

1. NUMBER OF UNITS	1.75
2. PEAKING FACTOR	34.1
3. WASTEWATER FLOW (MGD)	1.55
4. AIR REQUIREMENTS (CFM)	3620
5. AIR REQUIREMENTS (CFM)	3620
6. AIR REQUIREMENTS (CFM)	3620
7. AIR REQUIREMENTS (CFM)	3620
8. AIR REQUIREMENTS (CFM)	3620
9. AIR REQUIREMENTS (CFM)	3620
10. AIR REQUIREMENTS (CFM)	3620
11. AIR REQUIREMENTS (CFM)	3620
12. AIR REQUIREMENTS (CFM)	3620
13. AIR REQUIREMENTS (CFM)	3620
14. AIR REQUIREMENTS (CFM)	3620
15. AIR REQUIREMENTS (CFM)	3620
16. AIR REQUIREMENTS (CFM)	3620
17. AIR REQUIREMENTS (CFM)	3620
18. AIR REQUIREMENTS (CFM)	3620
19. AIR REQUIREMENTS (CFM)	3620
20. AIR REQUIREMENTS (CFM)	3620
21. AIR REQUIREMENTS (CFM)	3620
22. AIR REQUIREMENTS (CFM)	3620

V. POST OXIDATION (PH) - CONTINUED

8. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.04
9. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.03
10. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.02
11. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.01
12. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.005
13. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.0025
14. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.00125
15. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.000625
16. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.0003125
17. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.00015625
18. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.000078125
19. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.0000390625
20. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.00001953125
21. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.000009765625
22. DESIGN RATE REMOVAL RATE (PH REMOVED)/(MGSS-DAY)	0.0000048828125

VI. REGENERATION

1. NUMBER OF UNITS	15
2. PEAKING FACTOR	24.12
3. WASTEWATER FLOW (MGD)	150
4. AIR REQUIREMENTS (CFM)	750
5. AIR REQUIREMENTS (CFM)	750
6. AIR REQUIREMENTS (CFM)	750
7. AIR REQUIREMENTS (CFM)	750
8. AIR REQUIREMENTS (CFM)	750
9. AIR REQUIREMENTS (CFM)	750
10. AIR REQUIREMENTS (CFM)	750
11. AIR REQUIREMENTS (CFM)	750
12. AIR REQUIREMENTS (CFM)	750
13. AIR REQUIREMENTS (CFM)	750
14. AIR REQUIREMENTS (CFM)	750
15. AIR REQUIREMENTS (CFM)	750
16. AIR REQUIREMENTS (CFM)	750
17. AIR REQUIREMENTS (CFM)	750
18. AIR REQUIREMENTS (CFM)	750
19. AIR REQUIREMENTS (CFM)	750
20. AIR REQUIREMENTS (CFM)	750
21. AIR REQUIREMENTS (CFM)	750
22. AIR REQUIREMENTS (CFM)	750

VII. CONDITIONING COLUMN

1. NUMBER OF UNITS	1
2. PEAKING FACTOR	15
3. WASTEWATER FLOW (MGD)	24.12
4. AIR REQUIREMENTS (CFM)	120.6
5. AIR REQUIREMENTS (CFM)	120.6
6. AIR REQUIREMENTS (CFM)	120.6
7. AIR REQUIREMENTS (CFM)	120.6
8. AIR REQUIREMENTS (CFM)	120.6
9. AIR REQUIREMENTS (CFM)	120.6
10. AIR REQUIREMENTS (CFM)	120.6
11. AIR REQUIREMENTS (CFM)	120.6
12. AIR REQUIREMENTS (CFM)	120.6
13. AIR REQUIREMENTS (CFM)	120.6
14. AIR REQUIREMENTS (CFM)	120.6
15. AIR REQUIREMENTS (CFM)	120.6
16. AIR REQUIREMENTS (CFM)	120.6
17. AIR REQUIREMENTS (CFM)	120.6
18. AIR REQUIREMENTS (CFM)	120.6
19. AIR REQUIREMENTS (CFM)	120.6
20. AIR REQUIREMENTS (CFM)	120.6
21. AIR REQUIREMENTS (CFM)	120.6
22. AIR REQUIREMENTS (CFM)	120.6

VIII. FINAL CLARIFIERS

1. NUMBER OF UNITS	4
2. PEAKING FACTOR	17.5
3. WASTEWATER FLOW (MGD)	17.5
4. AIR REQUIREMENTS (CFM)	87.5
5. AIR REQUIREMENTS (CFM)	87.5
6. AIR REQUIREMENTS (CFM)	87.5
7. AIR REQUIREMENTS (CFM)	87.5
8. AIR REQUIREMENTS (CFM)	87.5
9. AIR REQUIREMENTS (CFM)	87.5
10. AIR REQUIREMENTS (CFM)	87.5
11. AIR REQUIREMENTS (CFM)	87.5
12. AIR REQUIREMENTS (CFM)	87.5
13. AIR REQUIREMENTS (CFM)	87.5
14. AIR REQUIREMENTS (CFM)	87.5
15. AIR REQUIREMENTS (CFM)	87.5
16. AIR REQUIREMENTS (CFM)	87.5
17. AIR REQUIREMENTS (CFM)	87.5
18. AIR REQUIREMENTS (CFM)	87.5
19. AIR REQUIREMENTS (CFM)	87.5
20. AIR REQUIREMENTS (CFM)	87.5
21. AIR REQUIREMENTS (CFM)	87.5
22. AIR REQUIREMENTS (CFM)	87.5

IX. PHOSPHORUS REMOVAL

1. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
2. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
3. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
4. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
5. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
6. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
7. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
8. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
9. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
10. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
11. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
12. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
13. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
14. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
15. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
16. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
17. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
18. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
19. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
20. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
21. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60
22. PRESENTANT DESIGN	ALUMINUM CHLORIDE 60

X. FINE BUBBLE DIFFUSION

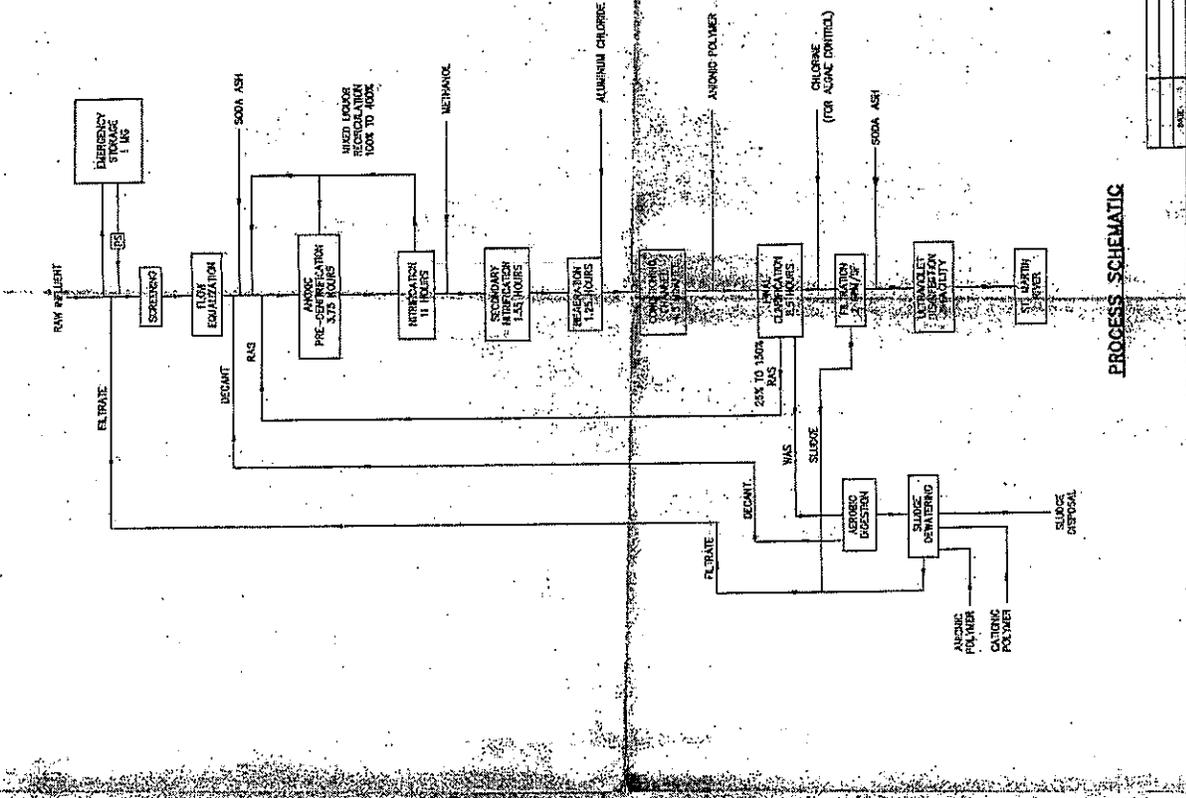
1. TYPE	2
2. NUMBER OF UNITS	2
3. PEAKING FACTOR	25
4. WASTEWATER FLOW (MGD)	17.5
5. AIR REQUIREMENTS (CFM)	87.5
6. AIR REQUIREMENTS (CFM)	87.5
7. AIR REQUIREMENTS (CFM)	87.5
8. AIR REQUIREMENTS (CFM)	87.5
9. AIR REQUIREMENTS (CFM)	87.5
10. AIR REQUIREMENTS (CFM)	87.5
11. AIR REQUIREMENTS (CFM)	87.5
12. AIR REQUIREMENTS (CFM)	87.5
13. AIR REQUIREMENTS (CFM)	87.5
14. AIR REQUIREMENTS (CFM)	87.5
15. AIR REQUIREMENTS (CFM)	87.5
16. AIR REQUIREMENTS (CFM)	87.5
17. AIR REQUIREMENTS (CFM)	87.5
18. AIR REQUIREMENTS (CFM)	87.5
19. AIR REQUIREMENTS (CFM)	87.5
20. AIR REQUIREMENTS (CFM)	87.5
21. AIR REQUIREMENTS (CFM)	87.5
22. AIR REQUIREMENTS (CFM)	87.5

XI. HYDRAULIC DETENTION

1. TYPE	2
2. NUMBER OF UNITS	2
3. PEAKING FACTOR	25
4. WASTEWATER FLOW (MGD)	17.5
5. AIR REQUIREMENTS (CFM)	87.5
6. AIR REQUIREMENTS (CFM)	87.5
7. AIR REQUIREMENTS (CFM)	87.5
8. AIR REQUIREMENTS (CFM)	87.5
9. AIR REQUIREMENTS (CFM)	87.5
10. AIR REQUIREMENTS (CFM)	87.5
11. AIR REQUIREMENTS (CFM)	87.5
12. AIR REQUIREMENTS (CFM)	87.5
13. AIR REQUIREMENTS (CFM)	87.5
14. AIR REQUIREMENTS (CFM)	87.5
15. AIR REQUIREMENTS (CFM)	87.5
16. AIR REQUIREMENTS (CFM)	87.5
17. AIR REQUIREMENTS (CFM)	87.5
18. AIR REQUIREMENTS (CFM)	87.5
19. AIR REQUIREMENTS (CFM)	87.5
20. AIR REQUIREMENTS (CFM)	87.5
21. AIR REQUIREMENTS (CFM)	87.5
22. AIR REQUIREMENTS (CFM)	87.5

XII. SLUDGE REMOVAL

1. TYPE	1
2. NUMBER OF UNITS	1
3. PEAKING FACTOR	15
4. WASTEWATER FLOW (MGD)	15
5. AIR REQUIREMENTS (CFM)	75
6. AIR REQUIREMENTS (CFM)	75
7. AIR REQUIREMENTS (CFM)	75
8. AIR REQUIREMENTS (CFM)	75
9. AIR REQUIREMENTS (CFM)	75
10. AIR REQUIREMENTS (CFM)	75
11. AIR REQUIREMENTS (CFM)	75
12. AIR REQUIREMENTS (CFM)	75
13. AIR REQUIREMENTS (CFM)	75
14. AIR REQUIREMENTS (CFM)	75
15. AIR REQUIREMENTS (CFM)	75
16. AIR REQUIREMENTS (CFM)	75
17. AIR REQUIREMENTS (CFM)	75
18. AIR REQUIREMENTS (CFM)	75
19. AIR REQUIREMENTS (CFM)	75
20. AIR REQUIREMENTS (CFM)	75
21. AIR REQUIREMENTS (CFM)	75
22. AIR REQUIREMENTS (CFM)	75



PROCESS SCHEMATIC

RAW EFFLUENT

ELutriate

SCREENS

FLOW EQUALIZATION

RAS

PRE-CLARIFICATION 3.75 HOURS

METHANOL

HINGED LADDER

INTOXICATOR 11 HOURS

SECONDARY INTOXICATOR 1.5 HOURS

REGENERATION 1.25 HOURS

ALUMINA CHLORIDE

ANIONIC POLYMER

25% TO 100% RAS

FINAL CLARIFICATION 1.5 HOURS

CHLORINE (FOR AQUEOUS CONTROL)

SODA ASH

SLUDGE

SLUDGE DEWATERING

ANIONIC POLYMER

CATIONIC POLYMER

SLUDGE REMOVAL

DESIGN CRITERIA

SCALE NONE

DRAWING C-14

SECRET

15

DRAWN BY: D.C.L.

CHECKED BY: B.S.H.

DATE: JUNE 1982

EXPANSION OF OCEAN PINES WASTEWATER TREATMENT PLANT

WORCESTER COUNTY SANITARY COMMISSION

OCEAN PINES SERVICE AREA

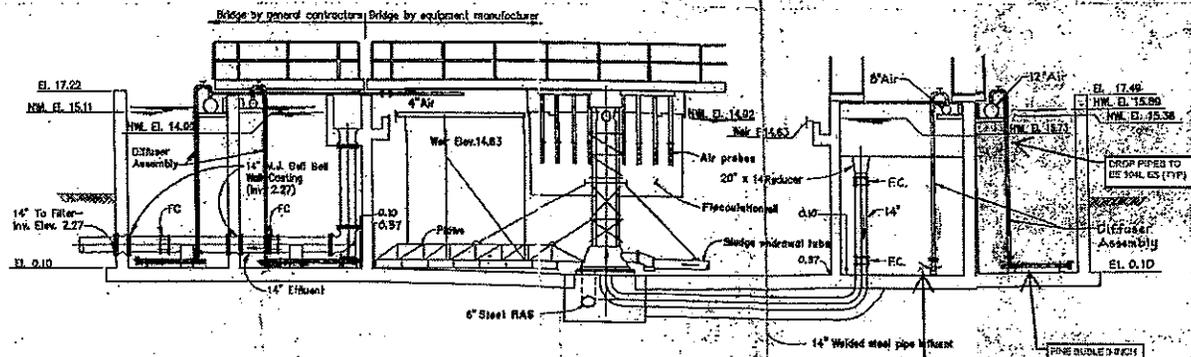
11512 MANLEY CREEK ROAD

REDFIELD, MARYLAND 21151

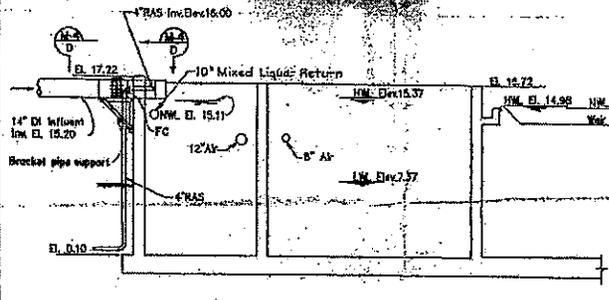
WORCESTER COUNTY SANITARY COMMISSION

11512 MANLEY CREEK ROAD

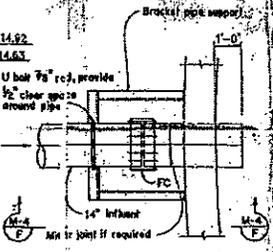
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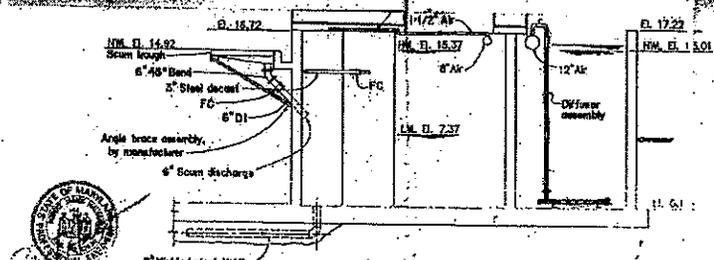
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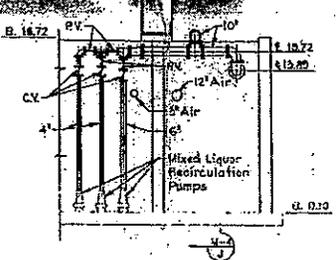
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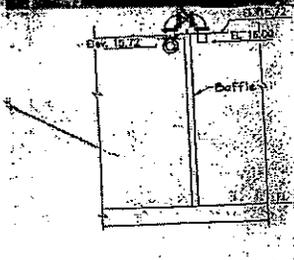
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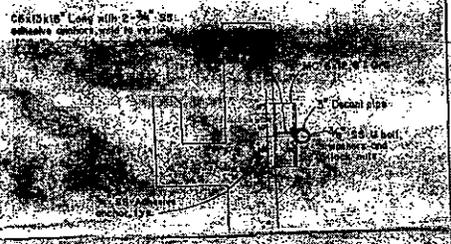
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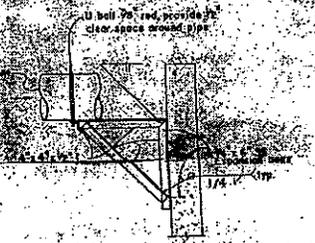
SECTION M-4G/M-3
Scale: 3/16" = 1'-0"



SECTION M-4J/M-4
Scale: 3/16" = 1'-0"



SECTION M-4H/M-3



SECTION M-4E/M-3

Revised Sections	Amend
1	

RK & K
RUMMEL, KLEPPER & KAHL
sanitary engineers
81 NOSHEN STREET
BALTIMORE, MARYLAND 21217

WORCESTER COUNTY SANITARY COMMISSION
OCEAN PINES SERVICE AREA
11517 MARKLER CREEK ROAD
BERLIN, MARYLAND 21011

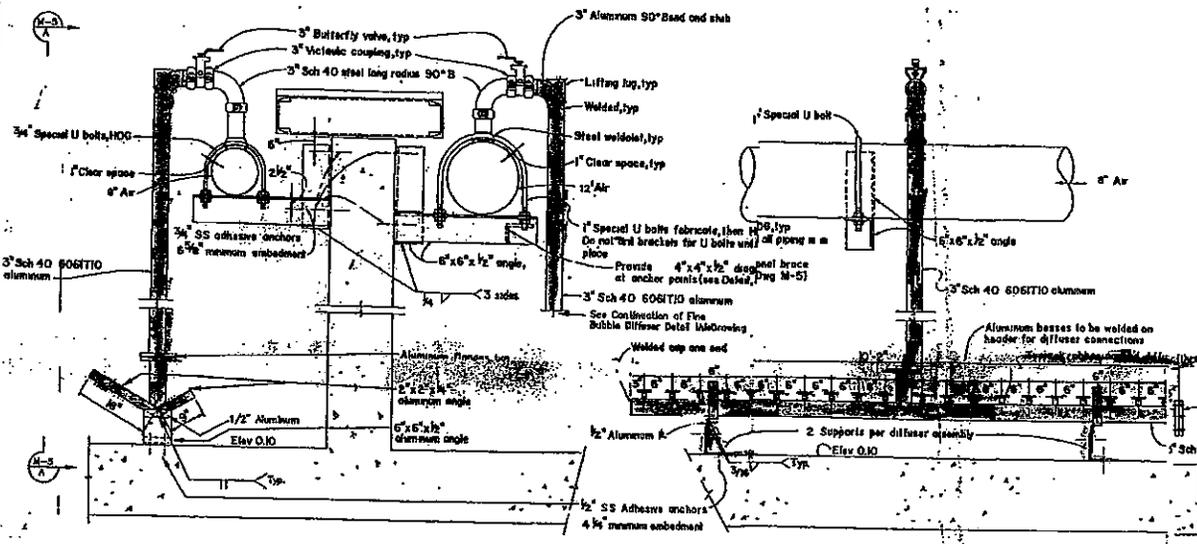
WORCESTER COUNTY SANITARY COMMISSION
PROJECT ENGINEER

EXPANSION OF OCEAN PINES WASTEWATER TREATMENT PLANT

MAIN TREATMENT UNIT SECTIONS AND DETAILS

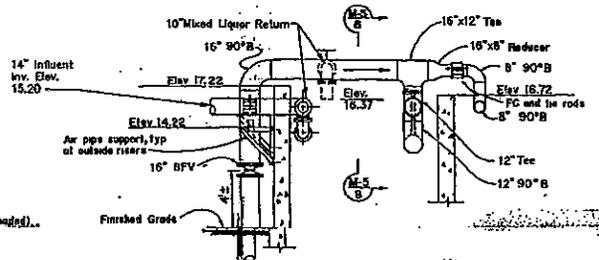
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CHECKED BY: GSI			
DATE: 10-1-1982			

15

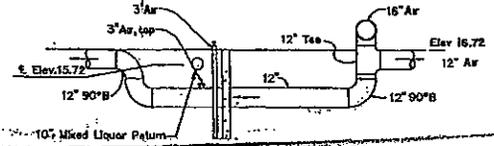


SECTION M-5D/M-3
Scale: None

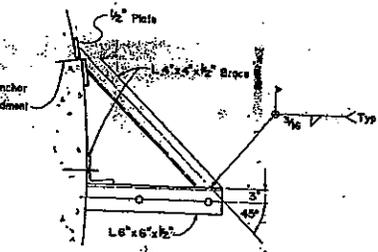
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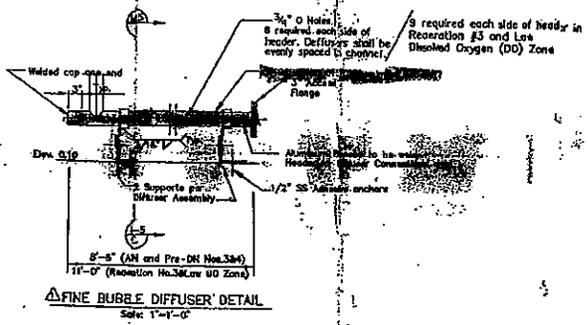
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Scale 1/4"=1'-0"



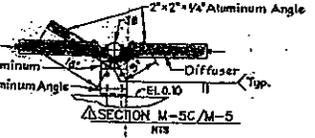
SECTION M-5B/M-3
Scale 1/4"=1'-0"



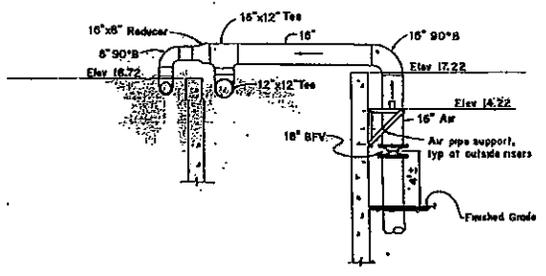
PIPE ANCHOR DETAIL
Scale 1"=1'-0"



FINE BUBBLE DIFFUSER DETAIL
Scale 1"=1'-0"



SECTION M-5C/M-5
N18



SECTION M-5F/M-3
Scale 1/4"=1'-0"



RUMMEL - KLEPPER & KAHL
consulting engineers
81 MOSHER STREET
BALTIMORE, MARYLAND 21217

WORCESTER COUNTY SANITARY COMMISSION
OCEAN PINES SERVICE AREA
11517 MANKLIN CREEK ROAD
BETHESDA, MARYLAND 21011

WORCESTER COUNTY SANITARY COMMISSION
District Engineer

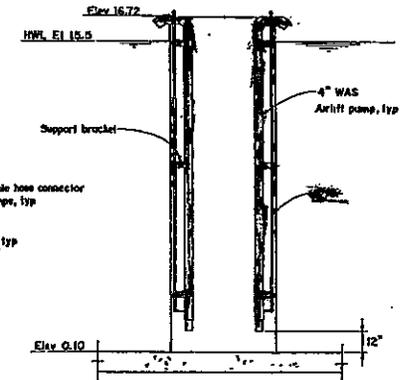
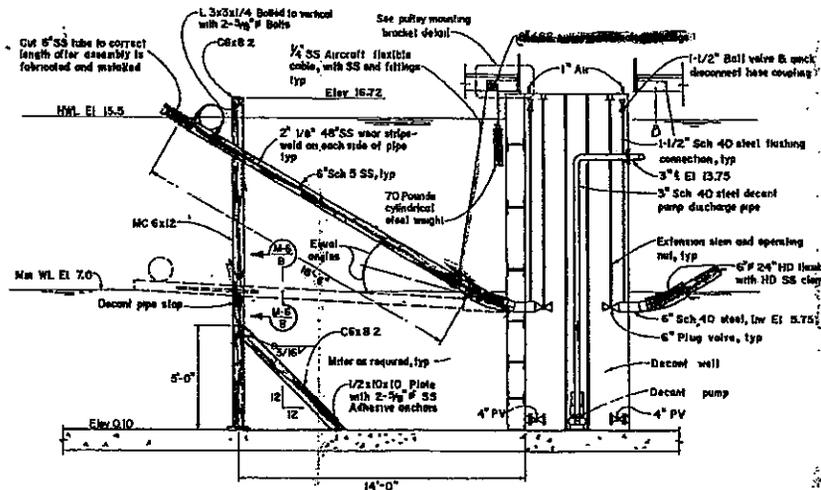
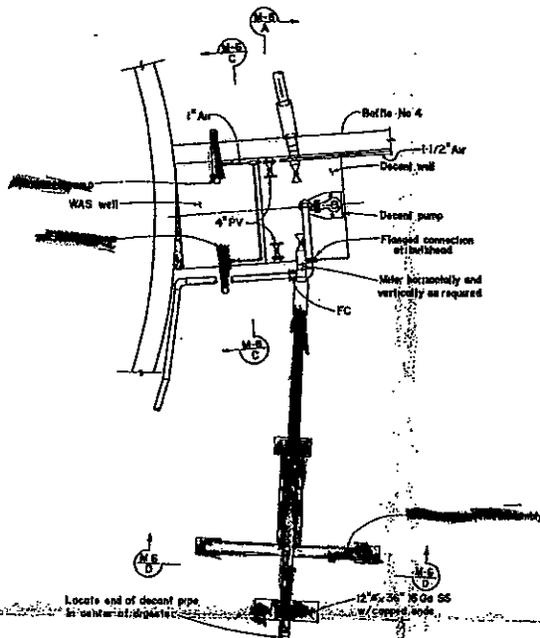
EXPANSION OF OCEAN PINES WASTEWATER TREATMENT PLANT

MAIN TREATMENT UNIT SECTIONS AND DETAILS

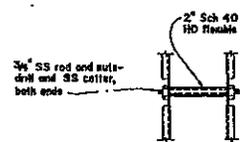
Sept 23 1992	Revised Sections And Detail		
DATE	REVISION	SCALE AS SHOWN	DRAWING SHEET
			M-5 73

DRAWN BY: D.C.J.
CHECKED BY: B.S.H.
DATE: JUNE 1992

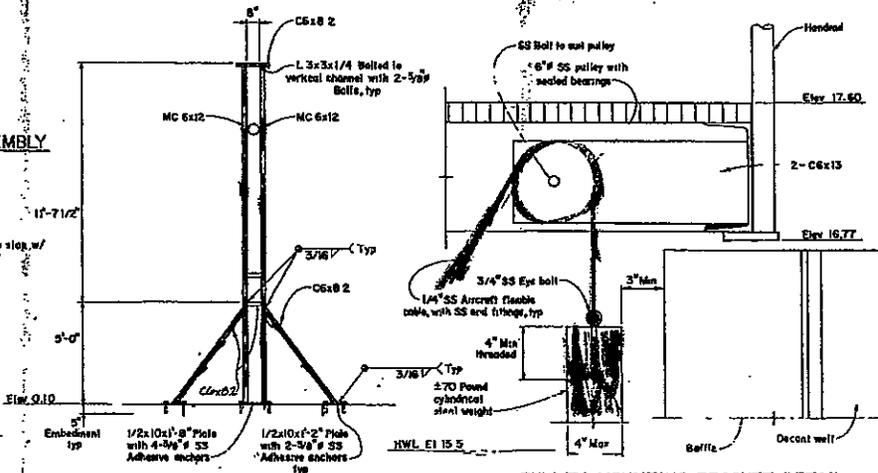
16



PLAN OF DECANT ASSEMBLY
Scale 3/8"-1'-0"

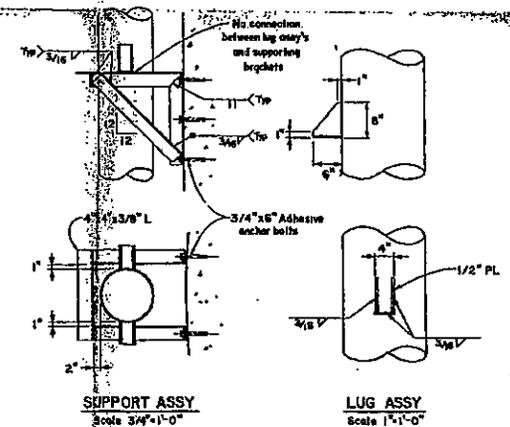


SECTION M-6B/M-6
No Scale



SECTION M-6D/M-6
Scale 3/8"-1'-0"

PULLEY MOUNTING BRACKET DETAIL
Scale 3/8"-1'-0"



AIR PIPE SUPPORT (TYP)
Scale 3/8"-1'-0"

RUMMEL - KLEPPER & KAHL
consulting engineers
61 MOSHER STREET
BALTIMORE, MARYLAND 21217

WORCESTER COUNTY SANITARY COMMISSION
OCEAN PINES SERVICE AREA
11517 MANKLIN CREEK ROAD
BERLIN, MARYLAND 21811

WORCESTER COUNTY
SANITARY COMMISSION
District Engineer

EXPANSION OF OCEAN PINES
WASTEWATER TREATMENT PLANT

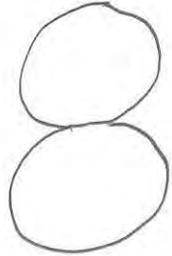
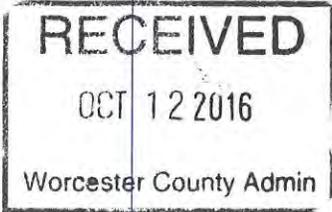
MAIN TREATMENT UNIT
SECTIONS AND DETAILS

DRAWN BY: D.C.E.
CHECKED BY: B.S.H.
DATE: JUNE 1992

SCALE AS SHOWN
M-6

REVISION
SHEET 74

17



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 7, 2016
SUBJECT: Bid Recommendation – Colona Road Culvert Replacement
Department of Public Works – Roads Division

DIVISIONS

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

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

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

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

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

Monday, September 26, 2016, bids were received and opened for the Colona Road culvert replacement by the Department of Public Works, Roads Division. Attached for your review and approval are copies of the two bids received. Listed below is a pricing summary of the bids received.

Vendor	HDPE Pipe – Total Delivered Price	Concrete pipe – Total Delivered Price	Page
Murtech Marine Division, Salisbury, MD	\$147,714.00	\$147,714.00	3
Hopkins Construction, Inc., Bridgeville, DE	\$447,250.00	\$462,250.00	11

Bid Notice — 20

Upon review by the Department of Public Works, Roads Division, it was determined that both bids received did meet the required specifications; therefore, it is requested that the Commissioners approve and accept the low bid price for the concrete pipe option of \$147,714.00 submitted by Murtech Marine Division. On October 4, 2016, the County Commissioners approved the FY16 encumbrance request in the amount of \$154,623.00 for the Colona Road culvert pipe replacement project.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins

Competitive Bid Worksheet

Item: Colona Road Culvert Replacement

Bid Deadline/Opening Date: 1:00 P.M., September 26, 2016

Bids Received by deadline =

Vendor's Submitting Bids

Total Delivered Price

Murtech Marine Division
424 Mill Street
Salisbury, Maryland 21801

147,714⁰⁰

Hopkins Construction, Inc.
18904 Maranatha Wat, Unit #1
Bridgeville, DE 19933

447,250⁰⁰

BID FORM

COLONA ROAD CULVERT REPLACEMENT

PROJECT NO. 0085B029.A01

Proposal of MURTECH, INC. (hereafter called "BIDDER"), organized and existing under the laws of the State of MARYLAND doing business as MURTECH, INC. * to The Worcester County Department of Public Works (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the Colona Road Culvert Replacement, Contract No. 0085B029.A01, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, an amount of \$500.00 per calendar day as defined in the General Conditions.

This BID includes sales tax and all other applicable taxes and fees.

LUMP SUM BID ITEM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS BID ITEM for the lump sum of ONE HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED FOURTEEN No/100 (\$ 147,714.⁰⁰).

Amount shall be as shown in both words figures. In case of discrepancy, the amount shown in words will govern.

The following unit prices are to be used for determining addition to or deduction from the lump sum bid, for quantities actually installed.

<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>
1. HDPE Pipe, 60" dia. Class N-12 WT	L.F.	100	\$ <u>174.⁰⁰</u>
2. Silt Fence	L.F.	200	\$ <u>1.75</u>
3. MD SHA Class I Stone Rip Rap	C.Y.	200	\$ <u>84.⁰⁰</u>
4. Stream Diversion Structure	L.S.	L.S.	\$ <u>36,000.⁰⁰</u>

ALTERNATE BID

BIDDER agrees to perform all the work described in the "Alternate Bid", for the additional lump sum of ONE HUNDRED FORTY SEVENTHOUSAND, SEVEN HUNDRED FOURTEEN AND No/100

(\$ 147,714.⁰⁰)

Amount shall be as shown in both words figures. In case of discrepancy, the amount shown in words will govern.

<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>
1. Concrete Pipe Culvert, 60" dia RCP Class IV	L.F.	100	\$ <u>212.⁰⁰</u>

NOTICE

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Information to Bidders. The bid security attached in the sum of 5% of the total Colona Road Culvert Replacement bid,

5% BID BOND

\$ _____
is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional time expense to the Owner caused thereby.

I/WE are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Maryland Code.

I/WE have not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to The Worcester County Department of Public Works.

Respectfully submitted:

[Signature]
Signature

424 MILL STREET SALSBURY, MD 21801
Company Address

VICE PRESIDENT
Title

9-26-2016
Date

52-2278749
Federal E.I. Number

MCLB 242E
MD Business License Number

SEAL - (If bid is by a corporation)

PROPOSAL FORM
COLONA ROAD CULVERT REPLACEMENT
PROJECT NO. 0085B029.A01

Proposal of

MURTECH INC.
(NAME)

424 MILL STREET SALISBURY, MD 21801
(ADDRESS)

410.766.5335 x 3001
(TEL.NO.)

Proposals to be received until September 26, 2016, at 1:00 P.M. local time.

For: Colona Road Culvert

Worcester County Department of Public Works, Roads Division
Snow Hill, Maryland

Ladies and Gentlemen:

In accordance with the advertisement of Worcester County inviting proposals for the improvements hereinbefore named, and in conformity with the plans and specifications now on file in the office of the Worcester County Roads Division. I hereby certify that an examination has been made of the Specifications and Contract Form contained herein, also of the plans, and the site of the work, and proposed to furnish all necessary machinery, equipment, tools, labor and other means of construction and furnish all materials specified, in the manner and the time prescribed, and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work, whether increased or decreased are to be performed at the following schedule of prices.

*See The Attached Bid Form

Respectfully submitted,


Signature

VICE PRESIDENT
Title

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the VICE PRESIDENT and the duly
(Title)

authorized representative of the firm of MURTECH, INC.

whose address is 424 MILL STREET and that I possess the legal authority to make this
SAUSBURY, MD 21801
affidavit on behalf of myself and the firm for which I am acting.

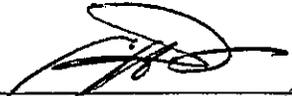
2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency, or subdivision of 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 the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (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 firm, and the sentence of disposition, if any).

I acknowledge that this affidavit is to be furnished to Worcester County and relevant agencies or entities and, where appropriate, to the Board of Public Works and to the Attorney General under Section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Worcester County,

Maryland, 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.



(Signature)

9-26-2016

(Date)

NON-COLLUSION AFFIDAVIT

DATE: 9-26-2016

Worcester County Department of Public Works
5764 Worcester Highway
Snow Hill, Maryland 21863

Ladies and Gentlemen:

This is to certify that the undersigned bidder MURTECH, INC. has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the Worcester County Roads Division for Worcester County Contract No. 00853029.A01.

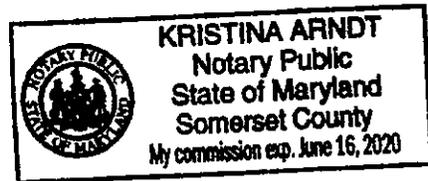
Name of Bidder MURTECH, INC.

Signature & Title of Authorized Representative


CHARLES H. DOLBEY
VICE PRESIDENT

Sworn to and subscribed before me this 23 day of September, 20 16.

My commission expires June 16, 2020



Notary Public Kristina Arndt

Notary Seal

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Murtech, Inc.

(Here insert full name and address or legal title of Contractor)

820 Cromwell Park Drive, Ste. J, Glen Burnie, MD 21061

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company

(Here insert full name and address or legal title of Surety)

17771 Cowan, Suite 100, Irvine, CA 92614

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

County Commissioners of Worcester County, 6113 Timmons Rd, Snow Hill, MD 21863

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount bid

Dollars(\$ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

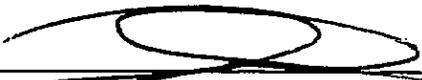
(Here insert full name, address and description of project)

Colona Road Culvert Replacement Project No. 0085B029.A01

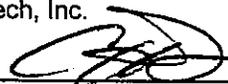
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of September 2016.

Murtech, Inc.

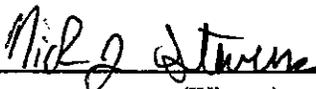


(Witness)



(Principal) (Seal)
Vice President

(Title)



(Witness)

Nick Stevens

Developers Surety and Indemnity Company

(Surety) (Seal)

(Title)
Lee R. Stevens, Attorney-In-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

Lee R. Stevens, Mark A. Congdon, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

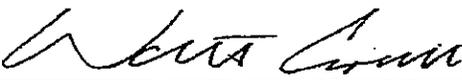
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President

By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 23rd day of September, 2016.

By: 
Albert Hillebrand, Assistant Secretary

BID FORM
 COLONA ROAD CULVERT REPLACEMENT
 ROJECT NO. 0085B029.A01

Proposal of HOPKINS CONSTRUCTION, INC. (hereafter called "BIDDER"),
 organized and existing under the laws of the State of DELAWARE
 doing business as HOPKINS CONSTRUCTION, INC. * to The Worcester County Department of Public
 Works (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all
 WORK for the **Colona Road Culvert Replacement, Contract No. 0085B029.A01**, in strict
 accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices
 stated below.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be
 specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 60 consecutive
 calendar days. BIDDER further agrees to pay as liquidated damages, an amount of \$500.00 per
 calendar day as defined in the General Conditions.

This BID includes sales tax and all other applicable taxes and fees.

LUMP SUM BID ITEM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS BID
 ITEM for the lump sum of Four Hundred Forty Seven Thousand Two Hundred and Fifty

(\$ 447,250.00).

Amount shall be as shown in both words figures. In case of discrepancy, the amount shown in words
 will govern.

The following unit prices are to be used for determining addition to or deduction from the lump sum
 bid, for quantities actually installed.

<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>
1. HDPE Pipe, 60" dia. Class N-12 WT	L.F.	100	\$ <u>200</u>
2. Silt Fence	L.F.	200	\$ <u>10</u>
3. MD SHA Class I Stone Rip Rap	C.Y.	200	\$ <u>85</u>
4. Stream Diversion Structure	L.S.	L.S.	\$ <u>45,000</u>

ALTERNATE BID

BIDDER agrees to perform all the work described in the "Alternate Bid", for the additional lump sum of Four Hundred Sixty Two Thousand Two Hundred and Fifty

(\$ 462,250.00)

Amount shall be as shown in both words figures. In case of discrepancy, the amount shown in words will govern.

<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>
1. Concrete Pipe Culvert, 60" dia RCP Class IV	L.F.	100	\$ <u>350</u>

NOTICE

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Information to Bidders. The bid security attached in the sum of 5% of the total Colona Road Culvert Replacement bid,

Twenty Two Thousand Three Hundred Sixty Two Dollars and Fifty Cents

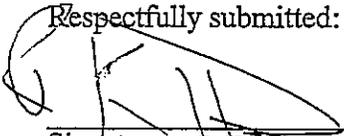
\$ 22,362.50

is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional time expense to the Owner caused thereby.

I/WE are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Maryland Code.

I/WE have not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to The Worcester County Department of Public Works.

Respectfully submitted:



Signature R. KELLER HOPKINS

18904 MARANATHA WAY, UNIT 1
BRIDGEVILLE, DE 19933

Company Address

PRESIDENT

9/26/16

Title

Date

51-0308642

Federal E.I. Number

14822381

MD Business License Number

SEAL - (if bid is by a corporation)

PROPOSAL FORM
COLONA ROAD CULVERT REPLACEMENT
PROJECT NO. 0085B029.A01

Proposal of HOPKINS CONSTRUCTION, INC.
(NAME)
18904 MARANATHA WAY, UNIT 1, BRIDGEVILLE, DE 19933
(ADDRESS)
(302) 337-3366
(TEL.NO.)

Proposals to be received until September 26, 2016, at 1:00 P.M. local time.

For: Colona Road Culvert

Worcester County Department of Public Works, Roads Division
Snow Hill, Maryland

Ladies and Gentlemen:

In accordance with the advertisement of Worcester County inviting proposals for the improvements hereinbefore named, and in conformity with the plans and specifications now on file in the office of the Worcester County Roads Division. I hereby certify that an examination has been made of the Specifications and Contract Form contained herein, also of the plans, and the site of the work, and proposed to furnish all necessary machinery, equipment, tools, labor and other means of construction and furnish all materials specified, in the manner and the time prescribed, and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work, whether increased or decreased are to be performed at the following schedule of prices.

*See The Attached Bid Form

Respectfully submitted,


Signature R. KELLER HOPKINS

PRESIDENT
Title PRESIDENT

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the PRESIDENT and the duly
(Title)

authorized representative of the firm of HOPKINS CONSTRUCTION, INC.
18904 MARANATHA WAY, UNIT 1
whose address is BRIDGEVILLE, DE 19933 and that I possess the legal authority to make this
affidavit on behalf of myself and the firm for which I am acting.

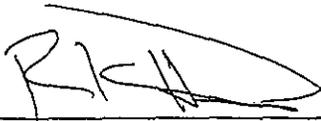
2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency, or subdivision of 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 the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (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 firm, and the sentence of disposition, if any).

I acknowledge that this affidavit is to be furnished to Worcester County and relevant agencies or entities and, where appropriate, to the Board of Public Works and to the Attorney General under Section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Worcester County,

Maryland, 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.



(Signature) R. KELLER HOPKINS

9/26/16

(Date)

NON-COLLUSION AFFIDAVIT

DATE:

Worcester County Department of Public Works
5764 Worcester Highway
Snow Hill, Maryland 21863

Ladies and Gentlemen:

This is to certify that the undersigned bidder HOPKINS CONSTRUCTION, INC. has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the Worcester County Roads Division for Worcester County Contract No. 0085B029.A01.

Name of Bidder HOPKINS CONSTRUCTION, INC.

Signature & Title of Authorized Representative



R. KELLER HOPKINS, PRESIDENT

Sworn to and subscribed before me this 26TH day of SEPTEMBER, 2016.

STATE OF: DELAWARE COUNTY OF: SUSSEX



My commission expires _____, 20



Notary Public

Notary Seal

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hopkins Construction, Inc.
18904 Maranatha Way, Unit 1
Bridgeville, DE 19933

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:

(Name, legal status and address)

Worcester County Department of Public Works Roads Division

BOND AMOUNT: \$ 5% of amount bid

PROJECT:

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

0085B029.A01, Colona Road Culvert Replacement

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

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

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

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

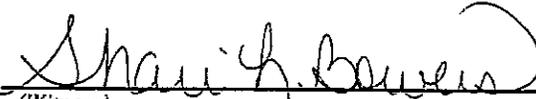
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

init.

26th
Signed and sealed this ^ day of September, 2016



(Witness)



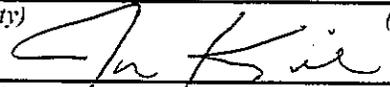
(Witness)

Hopkins Construction, Inc.



(Contractor as Principal) (Seal)
(Title) PRESIDENT

Selective Insurance Company of America



(Surety) (Seal)
(Title) Jonathan Kibler, Attorney-in-Fact

Init.

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



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

September 7, 2016

FAXED
9/7/16 @ 1:00pm

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on September 15, 2016. Thanks.

NOTICE TO BIDDERS

Colona Road Culvert Replacement Project No. 0085B029.A01 Worcester County, Maryland

The County Commissioners of Worcester County, Maryland are currently accepting sealed bids for the construction of Colona Road Culvert over Little Mill Creek near Pocomoke City, Maryland for the Roads Division of the Department of Public Works. Contract Documents, Construction Specifications and Plans are available from Davis, Bowen & Friedel, One Plaza East, Suite 200, Salisbury, Maryland 21801 (410-543-9091). Interested bidders are encouraged to attend a **pre-bid meeting to be held on Monday, September 19, 2016 at 10:00 am**, at the Worcester County Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863, at which the project scope and Bid Documents will be discussed in depth and Bidders' questions will be answered. **Sealed bids will be accepted until 1:00 pm, Monday, September 26, 2016** in the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Colona Road Culvert Replacement Project**" in the lower left-hand corner. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Andrew E. Welch, P.E., Project Engineer, at 410-543-9091, or by FAX at 410-543-4172. Email correspondence is encouraged to aew@dbfinc.com and will be binding.

VADS
9/11/16

VENDOR LIST:

Atlantic Marine Construction, Inc.
302 Whitman Avenue
Salisbury, MD 21801
Phone: 410-546-4643
Fax: 410-860-8985
Email: N/A

George & Lynch
150 Lafferty Lane
Dover, DE 19901
Attn: Jeff Norman
Phone No.: 302-736-3031
Fax No.: 302-734-9743
E-mail: jnorman@geolyn.com

Edwin A. & John O. Crandell, Inc.
733 Crandell Road
West River, MD 20778
Phone: 410-867-0200
Fax: 410-867-2724
Email: admin@eajocrandell.com

Dissen & Juhn Company
101 Log Canoe Circle, Suite J
Stevensville, MD 21666
Attn: Gilbert W. Dissen
Phone: 888-578-5779
Fax: 410-604-1805
Email: gwdissen@dissen-juhn.com

Allied Contractors, Inc.
204 E. Preston Street
Baltimore, MD 21202
Phone: 410-539-6727
Fax: 410-332-4594
Email: allied.contractors@verizon.net

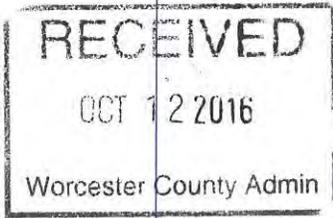
Hopkins Construction, Inc.
18904 Maranatha Way, Unit 1
Bridgeville, DE 19933
Attn: Ryan Johnson
Phone: 302-337-3366
Fax: 302-337-8315
Email: N/A

Murtech Marine Division
424 Mill Street
Salisbury, MD 21801
Attn: Charles Dolbey
Phone: 410-766-5335, ext 3001
Fax: 443-944-0850
Email: cdolbey@murtech.us

Bunting and Murray
32924 Lighthouse Road
Selbyville, DE 19975
Attn: Jody McClanahan
Phone: 302-436-5144
Fax: 302-436-1753
Email: jody@buntingandmurray.com

JJID, Inc.
100 Julian Lane
Bear, DE 19701
Attn: Susan Trentham
Phone: 302-836-0414
Fax: 302-836-4275
Email: strentham@jjid.com

Goody Hill Groundwork, Inc.
9539 Goody Hill Road
P.O. Box 200
Berlin, MD 21811
Attn: Scott Savage
Phone: 410-629-0966
Fax: 410-629-0967
Email: goodyhill@verizon.net



9

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: September 29, 2016
SUBJECT: Bid Request - One (1) Current Model Year 6800 Gallon Tank Trailer

DIVISIONS

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

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

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

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

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

The Department of Public Works, Solid Waste Division is requesting authorization to solicit bids for the purchase of One (1) Current Model Year 6800 Gallon Tank Trailer. This trailer will be used to transport leachate from the Central Landfill to various waste water facilities within the county.

Attached for your review and approval are the required Notice to Bidders, Bid Specifications, Bid Form and Vendors List. Funds to purchase this equipment were approved in FY2016-2017 operating budget in the amount of \$66,000 from Account Number 680.7002.9010.

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

Attachments

cc: Mike Mitchell

DRAFT

NOTICE TO BIDDERS

**One (1) Current Model Year 6800 Gallon Tank Trailer
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of **One (1) Current Model Year 6800 Gallon Tank Trailer** to be used throughout Worcester County. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m., Monday, November 7, 2016 in the Office of the County Commissioners at the above address. Envelopes shall be marked "**One (1) Current Model Year 6800 Gallon Tank Trailer**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate. All inquires shall be directed to: Michael Mitchell, Solid Waste Superintendent at (410) 632-3177.

The price or prices quoted shall include all transportation charges including all applicable motor vehicle fees fully prepaid to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

Awards will be made on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs, and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of the purchaser.

APPROVED EQUALS

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 equal can be substituted. 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 tended to be restrictive. 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.

SPECIFICATIONS FOR NEW 6800GAL LEACHATE TANKER

Barrel Description:

MODEL ARX9 6800-1, Aluminum, Round, Exterior ring, Non-code Trailer, or equivalent

Capacity: 6800 gallons (Shell full)

Compartments: One

Shape: Round

Shell: Material Aluminum .219" bottom and .219" sides/top. Two piece barrel with one circumferential weld.

Head: Material Aluminum .219"

Operating Pressure: Atmospheric

Design Temperature: 125 Degrees F.

Overall Length: 43'

Product Various

Other Barrel Information:

Baffles: One mounted center of trailer

Weld finish: W-0 inside

Material Finish: Mill Finish

Construction:

Rings: Aluminum channel

Longerons: Aluminum channel

Frame: Aluminum

Construction (cont.):

Dam: Non-code, Aluminum construction

Dam Drains: 1-1/2" polyethylene hoses, each side

Overturn Protection: None

Cleanout overturns: None

Manhole: 20" stainless steel cover, six hold-down with manhole stop.

Gasket: Hypalon gasket in cover

* Capacity indicator: 2" sight tube, elbows mounted in top and bottom with 2" clear hose. Hose and fittings to be rated for 35 psi. Installed on the rear head.

Hose Carriers:

* Hose Carrier: 2 Stainless steel trough 6" high x 10" wide x 21' long

* Carrier Location: One mounted roadside rear and one mounted curbside rear.

Lights and Wiring:

Lights: 12-volt, LED grommet mount lights. Combination center marker / turn signals.

Wiring: Plug-in style harness system.

Rear Lights: Enclosed in stainless steel light boxes

* Extra Lights: 27 LED grommet mount back-up lights mounted in light boxes.

Installed in the rear light boxes. Wire run to front fender for customer to hook up.

* Extra Lights: Master switch to operate all work lights or spot lights. Installed by the spot light

* Extra Lights: Betts 325501 swivel LED floodlight(s) with clear lens. No switch included. Installed on the rear frame rail facing outlet.

Nose box: Standard 7 way, J560 receptacle without circuit breakers.

Undercarriage

Upper 5th Wheel: 5/16" Heavy duty with A.A.R. style double hubbed kingpin.

Paint: Fifth wheel plate powder coated in black.

Landing Gear: Jost A400 telescopic load bearing, 2-speed. (Jost 5 year warranty.) or equivalent

Undercarriage (cont.):

Frame: Aluminum construction, bolt-on, load bearing

Bracing Stainless steel, with cross brace.

Crank location: Roadside

Tire carrier: None.

Suspension: Hendrickson Intraax AANT23K, 23000 lb., tandem axle with standard 49" axle spacing. 5 3/4" diameter Hendrickson integrated axles or equivalent

Dump valve: AK-54 automatic

* Suspension: Galvanized hangers with soft coat applied to axle and trailing arm. (Bolt-on suspensions with aluminum subframe only)

Subframe: Extruded aluminum, with aluminum fender supports.

* Subframe: Sub frame extended to the rear 12"

* Bumper: Non-code, aluminum tube, bumper / under ride protection, weld-on.

Beam: Straight

Track: 71-1/2" track

Spindle: P spindles (parallel) same inner and outer bearing

* Wheel seals: Oil seals with preset hubs.

* Hub & drums: SEE BRAKES for hub / rotor. Included with air disc brake option.

* Brakes: Hendrickson MAXX22T air disc brake system. Includes ductile iron hub, 18/24 air chambers, 415mm rotor and dust shields or equivalent

Anti-lock / Roll stability: Meritor 4S/2M with "RSS-Plus", tandem axle roll stability support system for air-ride suspension or equivalent

* Brake chambers: SEE BRAKES for air chambers. Included with air disc brake option.

* Brake lining: SEE BRAKES for brake lining. Included with air disc brake option.

* Slack adjusters: No slack adjusters required, SEE BRAKES. Included with air disc brake option.

Valves: Sealco

Undercarriage (cont.):

Gladhands: Tramec

Air system: To D.O.T. specifications, single aluminum tank system, 2800 Cu. In.

* Wheels: Alcoa 22.5 x 14 aluminum disc, LVL-one clean buff, super single wheels.

* Tires: 455/55R-22.5 super singles

* Tire pressure system Hendrickson (Tiremax Pro) tire inflation system or equivalent

Mud flaps: White plastic, mounted front and rear.

Front Aluminum contour

Rear Aluminum contour

Valving and Piping

* Sump: 6" aluminum TTMA flanged sump out rear head. Slightly angled downward.

* Emergency Valve: Betts 6" T316 stainless steel manual sliding valve, SV916SSM, TTMA flange x thread or equivalent

* Pipe: None.

Discharge location: Rear of trailer.

* Outlet valve: Betts 4" aluminum gate valve, AAG-1004, flange x thread Installed on the rear fill line.

* Adaptor: 4" aluminum male adaptor, female npt.

* Adaptor: 6" aluminum male adaptor, female npt.

* Cap: 4" aluminum dust cap

* Cap 6" aluminum dust cap

Installed on the rear discharge.

* Fill Line: 4" aluminum line from bottom of rear head, at 45 degree up to top of barrel with 90 degree elbow. Flanged inlet.

Venting and cleanouts:

* Venting: 3" free breathing with elbow and splash deflector

Vacuum: Betts, 6460SSV-239, pressure / vacuum, mounted in cover or equivalent

Caps None: No caps installed.

Walkway and Ladder:

Top center: None

* Ladder: Aluminum tubular ladder with grip steps and large platform step, bolt on. Includes double hand rails, one each side of ladder. 45 degree style.

Ladder Location: Mounted curbside

Miscellaneous:

Decals: Standard warning and safety package.

Conspicuity Tape: Discontinuous tape

Customer Logo: None

Document holder:

Calibration: Theoretical paper chart, in 1/4" increments based on innage.

* Paint: None. No paint installed on trailer.

* Paint: LINING UNIT on barrel interior, 1 compartment, 2 baffles.

Fire Extinguisher: One shall be provided

Warranty: Two year full trailer warranty including travel time and mileage

Manuals: Service and Parts Manuals shall be provided in print and on CD

Tests: Standard testing.

All MVA, Title, Tag fees shall be included

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) Current Model Year 6800 Gallon Tank Trailer** and understand the said requirements.

I hereby propose to furnish this unit as follows:

One (1) Current Model Year 6800 Gallon Tank Trailer

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Total Delivered Price: \$ _____

Described units will be delivered within _____ calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

VENDORS LIST

Hale Trailer Brake and Wheel, Inc.

Scott Runnels

Territory Sales Representative

35085 Sussex Highway

Delmar, DE 19940

410-463-0260-mobile

302-877-0613 (Ext 760)—office

302-877-0616—fax

www.haletrailer.com

Hill International

47866 Y & O Road

East Liverpool, OH 43920

1-888-901-5131

www.hillintltrucks.com

Tri-State Trailer Sales, Inc. II

1690 Rohrerstown Rd.

Lancaster, PA 17601

Phone: (717) 569-4531

Fax: (717) 569-8309

www.tristatetrailer.com

Heil Tank Service

3808 Bells Lane

Louisville, KY 40211

Phone: (800) 428-7101

Fax: (502) 778-3322

www.heiltanks.com

10



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

RECEIVED
OCT 12 2016
Worcester County Admin

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: September 27, 2016
SUBJECT: Bid Request - One (1) New Trailer Mounted Straw Blower
(Power Mulcher)

DIVISIONS

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

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

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

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

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

.....
The Department of Public Works, Solid Waste Division is requesting authorization to solicit bids for the purchase of One (1) New Trailer Mounted Straw Blower (Power Mulcher). This piece of equipment will be used to blow straw on the cells at the Central Landfill to help maintain soil stabilization in accordance with our sediment and erosion control plan which is required by the Maryland Department of the Environment.

Attached for your review and approval are the required Notice to Bidders, Bid Specifications, Bid Form and Vendors List. Funds to purchase this equipment were approved in FY2016-2017 operating budget in the amount of \$35,000 from Account Number 680.7002.9010.

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

Attachments

cc: Mike Mitchell

DRAFT

NOTICE TO BIDDERS

**One (1) New Trailer Mounted Straw Blower (Power Mulcher)
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of **One (1) New Trailer Mounted Straw Blower (Power Mulcher)** to be used throughout Worcester County. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m., Monday, November 7, 2016 in the Office of the County Commissioners at the above address. Envelopes shall be marked "**One (1) New Trailer Mounted Straw Blower (Power Mulcher)**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate. All inquires shall be directed to: Michael Mitchell, Solid Waste Superintendent at (410) 632-3177.

The price or prices quoted shall include all transportation charges including all applicable motor vehicle fees fully prepaid to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

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**SPECIFICATION FOR TRAILER MOUNTED
STRAW BLOWER/POWER MULCHER**

ENGINE:

MINIMUM 35HP WATER COOLED DIESEL ENGINE THAT MUST MEET TIER 4 EMISSIONS, WITH AN ENGINE SAFETY SYSTEM CONSISTING OF, LOW OIL PRESSURE SHUTDOWN, HIGH WATER TEMPERATURE SHUTDOWN, HOUR METER, TACHOMETER, AND ELECTRONIC ENGINE CONTROL MONITORING, ALL GAUGES AND ENGINE CONTROLS MUST BE MOUNTED IN A PANEL FOR EASY OPERATOR ACCESS, RADIATOR MUST HAVE A SCREEN FOR PROTECTION

CAPACITY:

UP TO 7 TONS AN HOUR WITH A MINIMUM RANGE OF 60' IN STILL AIR

FUEL TANK:

MINIMUM 10 GAL POLY TANK FOR MAXIMUM CORROSION RESISTANCE, MOUNTED IN EASILY ACCESSIBLE LOCATION

BLOWER:

MUST BE A MINIMUM 21" DIAMETER WITH 6 BLADES THAT ARE DYNAMICALLY BALANCED

DISCHARGE:

BEARING MOUNTED, 360 DEGREE HORIZONTAL SWIVEL WITH 70 DEGREES VERTICAL TRAVEL AT A MINIMUM WITH A LOCKING DEVICE FOR HIGHWAY TRAVEL

TRAILER:

SIZE: 19'L X 7'6" W STAIGHT FRAME TYPE, 2- 5200LB. E-Z LUBE SPINDLES, WITH GREASE FITTING IN EACH SPINDLE, WITH PRE-CAMBERED AXLES ELECTRIC BRAKES WITH BREAK-AWAY, 8 PLY TIRES, LOAD RANGE D, STEEL SHACKLE TYPE SPRING SUSPENSION, FENDERS, REAR BUMPER, AN ADJUSTABLE 2 5/16 BALL COUPLER FROM 24"TO 32", HEAVY DUTY SQUARE DROP LEG JACK, 13" LIFT HEIGHT, SAFETY CHAINS AND ALL DOT APPROVED LED LIGHTS.

DECK AND RAILINGS:

SHALL BE CONSTRUCTED OF STEEL, MINIMUM 40" HIGH SIDE RAILINGS WITH REMOVABLE FORWARD RAIL SURROUNDING THE ENTIRE WORK AREA, DECK AREA TO BE WELDED FULL PLATE SLIP RESISTANCE

PAINT:

ENTIRE UNIT SHALL BE POWDER COATED TO MANUFACTURES COLOR

WARRANTY & MANUALS:

2-YEAR FULL MACHINE WARRANTY THAT COVERS ALL TRAVEL TIME AND MILEAGE
MACHINE SHALL BE DELIVERED WITH A COMPLETE SERVICE AND PARTS MANUALS IN PRINT
FORM AS WELL AS ON CD

Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) New Trailer Mounted Straw Blower (Power Mulcher)** and understand the said requirements.

I hereby propose to furnish this unit as follows:

One (1) New Trailer Mounted Straw Blower (Power Mulcher)

Delivered to: Department of Public Works - Solid Waste Division
7091 Central Site Lane, Newark, Maryland, 21841

Total Delivered Price: \$ _____

Described units will be delivered within _____ calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID.

Date: _____

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

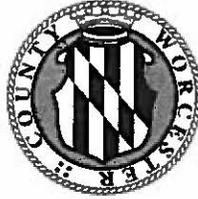
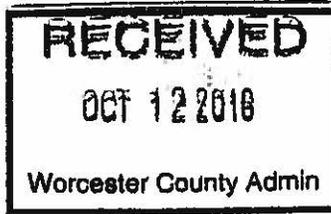
VENDORS LIST

- 1 - Epic Manufacturing
9599 Nanticoke Business Park Drive
Greenwood, DE 19950
Attn: Neil Reinecker
Telephone: 800-638-1769 - Fax: 302-815-6507
Email: neil@epicmanufacturing.com

- 2 - Iron Source
25113 Dupont BLVD
Georgetown, DE 19947
Attn: Chess Hedrick
Telephone: 888-733-5119 – Fax: 302-856-7546
Email: chedrick@ironsourcede.com

- 3 - Security Equipment Co.
3828 Washington BLVD
Baltimore, MD 21227
Attn: Steve Provenza
Telephone: 410-247-9600 – Fax: 410-247-4819
Website: stevep@securityfnh.com

- 4 - United Rentals
38352 Sussex Highway
Delmar, DE 19940
Attn: Chris Kempa
Telephone: 302-846-0955 – Fax: 302-846-0255
Email: ckempa@ur.com



11

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS
Director, Environmental Programs *[Signature]*

Proposed Public Hearing
on November 15, 2016

Subject: Proposed Mystic Harbour Sanitary Area
Petition for Expansion
Frontier Town Campground

Date: 10/11/16

A valid application and petition was filed on behalf of Sun Communities, LLC for an expansion to the Mystic Harbour Sanitary Service Area. The application requested an addition of the existing Frontier Town Campground to the service area for sewer service. The property is located on the southern portion of the service area and is presently served by private water and sewer and would need to construct an extension to connect to the Mystic Harbour sewer collection system. This determination was made pursuant to Section §PW 5-305 (b)(1)(A.) of the Public Works Article. In accordance with the Code of Public Local Law, the application was referred to the staff. This report was prepared by the Director of the Department of Environmental Programs after consultation with County staff.

The subject property is located at 8428 Steven Decatur Highway approximately ¼ mile north of its intersection with Assateague Road (MD Route 376), east of the Town of Berlin, in the Tenth Tax District of Worcester County, Maryland. The subject property is more specifically identified on Worcester County Tax Map 33 as Parcel 94 and is shown on the attached map. The application requests to add the subject parcel to the Mystic Harbour Service Area for the purposes of providing public sewer service from the Mystic WWTP system to this property. The application proposes an initial provision of (160) equivalent dwelling unit (EDU), or 48,000 gallons per day of sewer service to the existing campground from a sewer main that will be installed to connect to the Mystic Harbour collection system. A future expansion of an estimated 213 campsites are planned to be constructed on the property and it is expected when the site plan review process for that expansion is nearing approval, the exact number of EDUs will be secured and purchased prior to granting of final approval by the Planning Commission.

Citizens and Government Working Together

This proposed connection project will consist of upgrades to the internal bathhouses and pump stations including converting the campground collection system with the addition of grinder pumps, providing the necessary storage, providing standby power for the pumps, and construction of a regional pump station sized pursuant to project needs and County requirements. Project will also include construction of internal force mains and an eight inch (8") force main in acquired right of ways/easements along Rt 611 from the campground to a designated connection point to the Mystic Harbour WWTP in the vicinity of the Green Turtle restaurant.

As a part of this process, it is expected that the Frontier Town Campground will enter into a "Small Projects Agreement" with the County for the necessary regional pump station, the eight inch (8") force main, and related equipment in accordance with the plans/specifications approved by the County.

Water & Sewer Amendment

A hearing on the Water & Sewer (W&S) amendment was held on 10/2/2014 with the Worcester County Planning Commission. They found the proposed amendment consistent with the *Comprehensive Plan* and local land use and zoning. The Planning Commission approved unanimously the W&S amendment and was passed on to the County Commissioners, which reviewed the amendment at their meeting on 11-18-24 and approved under Resolution No. 14-24. The amendment was sent to the state and was subsequently approved by the Maryland Department of the Environment, effective on 10-29-15.

Rezoning Approval

The County Commissioners also approved a change in zoning classification from C-2 General Commercial District to A-2, Agricultural District under Rezoning Classification Resolution No. 16-02, signed on March 15, 2016. This provided the zoning change necessary to extend sewer to serve all portions of the campground, including the proposed future expansion, in accordance with the requirements of the *Master Water and Sewerage Plan* that S-1 areas have uses consistent with existing zoning classifications.

Along with County staff, I have investigated and evaluated the petition for the expansion of the Mystic Harbour Service Area for sewer service. In order to evaluate the proposal I met with and solicited comments from the Water and Sewer Committee, specifically Mr. John Ross of the Department of Public Works (DPW) and Ms. Jessica Wilson, Enterprise Fund Controller with the Worcester County Treasurer's Office.

DPW staff also looked into the expansion of the service area and found the connection will be feasible from an engineering standpoint, but would like to address the following issues as part of the project agreement:

Citizens and Government Working Together

- Strength of the waste coming from the campground will require an examination for any adjustments needed to the WWTP to accommodate this addition.
- The proposed pump station and force main will require special design consideration and need to be addressed as part of the design review and approval of the proposal infrastructure additions.
- The County may consider interconnections as part of the design review process.

The Enterprise Fund Controller examined the financial feasibility for the Mystic Harbour Sewer connections. Looking at a per campsite value of 85 gpd, per campsite, the financing for the project costs were based on 166 EDU's at a total cost of approximately \$7,484 per sewer EDU. Equity contributions will be paid to the Mystic Harbour Service Area with an upfront payment of \$1,242,344. Ms. Wilson has provided options for paying the equity contribution as detailed on the enclosed summary. They are summarized as follows:

1. Pay total cost as described above to the Treasurer's Office with EDU application.
2. Apply to finance the total cost in accordance with the County Policy on financing and it will be billed as part of the quarterly sewer bill.

Ms. Wilson also provided an estimate for an expected future purchase of an estimated (at this point) sixty one (61) EDUs of sewer service as well for the applicants to review in advance of their submission(s) and preparations for the site plan approval process for that planned future expansion.

After reviewing all of the applicable information and discussing the same with staff, the findings listed below are the results of the evaluation of this petition under the requirements of Section § PW 5-305 (b.) (2.) of the Public Works Article:

A. Expansion is desirable for the health, safety and welfare of the property owners and their customers in the expanded area and for the environment because:

- a. The removal of existing onsite sewage flow from multiple large flow septic systems within the Atlantic Coastal Bays Critical Area will reduce nitrogen discharges to the shallow groundwater and ultimately the surface waters of the bays.
- b. The provision of public sewer services to the proposed service area would provide a much greater degree of comfort and convenience for the current and future proposed facilities.

B. The construction and operation is feasible from an engineering and economic standpoint:

- a. The construction will be paid for by the applicant. Operations will be done by the Department of Public Works, paid for by this large commercial user.

- b. DPW will address their stated concerns in the project review and the Small Projects Agreement.
- c. The Enterprise Fund Controller has found this project feasible from an economic standpoint and presented the financial options for the applicant as attached.

C. The proposal is in the best interest of the public health, safety and welfare of all the residents of the county:

- a. The removal of over 50,000 gpd of conventional (without treatment for nitrogen) onsite sewage flow from multiple large flow septic systems within the Atlantic Coastal Bays Critical Area is in the best interest of the residents of the County.
- b. The retirement of the septic flow provides the Sinepuxent Bay watershed with 200 equivalent sewer hookups.

D. The proposal will not be unduly detrimental to the environment or the county:

- a. Nitrogen discharges to the shallow groundwater and ultimately the Atlantic Coastal Bays will be reduced as a result of the connection of this property to public sewer. Other contaminants will also be eliminated as they will be treated in the in the WWTP.
- b. The Mystic Harbour planning amendment will be accommodated since the owner is providing the service area with infrastructure with the capacity to serve the planned 50 existing EDUs now on septic in the southern portion of the Mystic sewer planning area.

E. The design and operation of the infrastructure serving this area is in accordance with all required permits and applicable standards:

- a. The applicant is responsible for all costs associated with design and permitting of the connection infrastructure. The County Department of Public Works will be responsible for operations, with the costs being paid by this large commercial customer. DPW will also inspect all construction before final approval and acceptance.
- b. The provision of a regional pump station, sized pursuant to project needs and County requirements, will assist greatly in the connection of the remaining properties served by septic in the southern part of the Mystic Service Area that are planned for future public sewer service.

Citizens and Government Working Together

Summary

As detailed above, this petition was investigated according to Section § PW 5-305 of the Public Works Article and found to be in conformance with the standards we examine in processing such amendments. Staff has found no reason to find that the proposed expansion of the Mystic Harbour Sanitary Service Area under our local laws, would be unfeasible from a technical or financial standpoint. Staff would offer comment that if the County Commissioners approve the expansion of this sanitary service area, the County would enter into a Public Works Agreement between the County and Developer that would define the terms and design of the connection project and infrastructure additions necessary to connect to the Mystic Harbour collection system. We would note that the applicants' had based their EDU and financing estimate on an estimate given them during the sewer amendment process and the figures were updated on this recent financing summary to reflect current pricing. The total EDUs for the connection of the *existing* campground were also adjusted to reflect the current number of campsites on the property and include an increase of six (6) EDUs from the applicants request.

At this time, permission to hold a public hearing to review this service area expansion is requested. I have forwarded a draft notice to Mr. Shannahan for review. I will be available to discuss the matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Enclosures

1. Proposed Service Area Map Showing Expansion of Service Area for Sewer Service
2. Financing Summary

cc: Mystic Harbour Sanitary Area File
Water & Sewer Committee

ATTACHMENTS

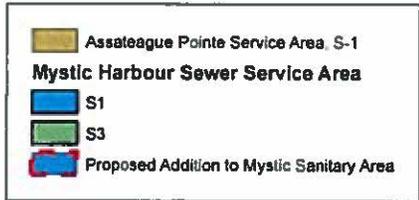
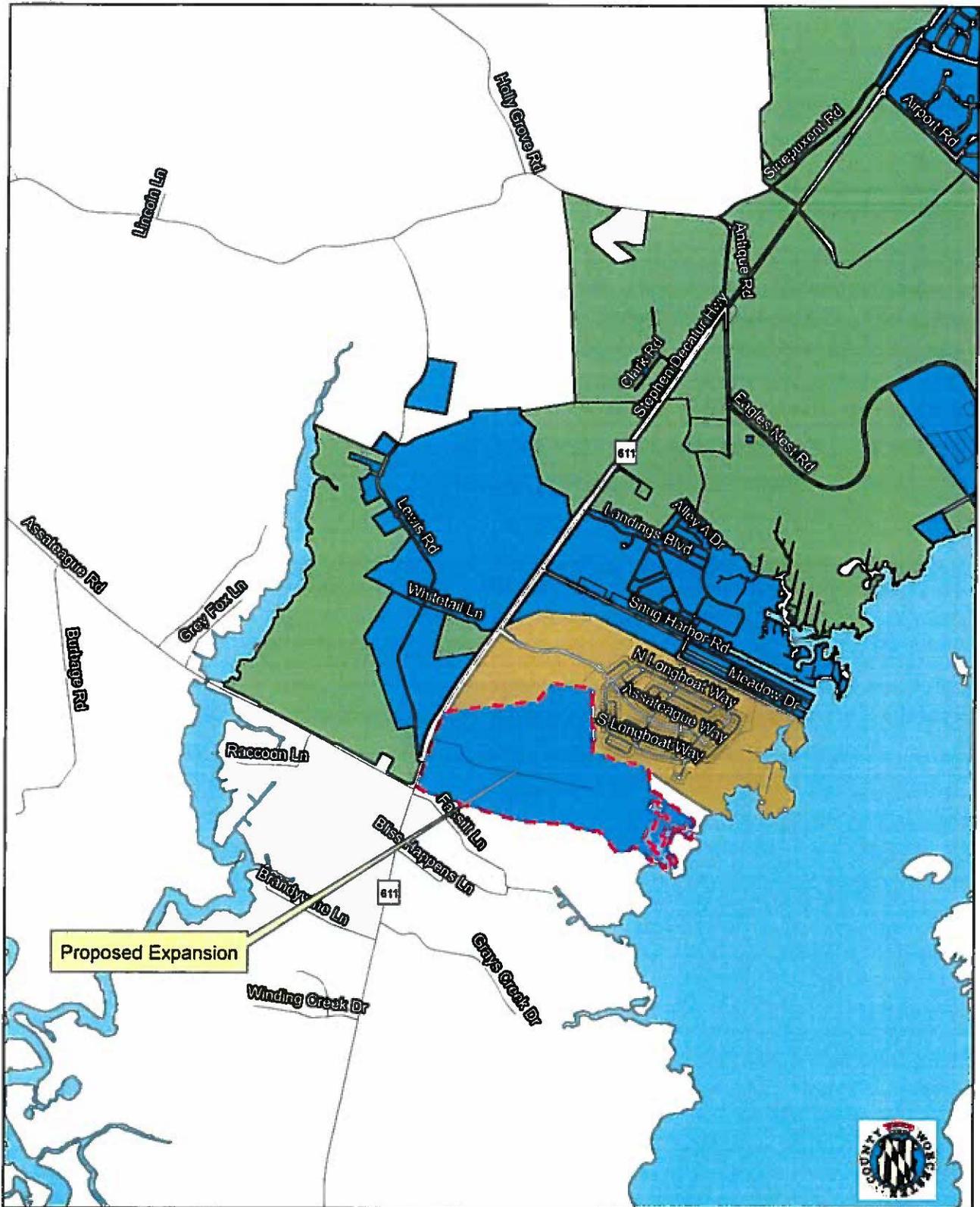
**Map – Proposed Expansion to the Mystic Harbour Sanitary
Service Area
Financing Documents**

Attachment 1

Map

Proposed Sanitary Service Area Addition

Frontier Town
Application SSA-2016-1



Prepared by Worcester County Department of Environmental Programs, September 22, 2014.
Reprinted September 14, 2016.
Source: 1994 Comprehensive Water and Sewerage Plan,
Worcester County, 1994 (as amended).

Attachment 2

Financing Summary

**Water and Wastewater Department
Sewer Connection Estimates**

Customer Name SUN TRS FRONTIER LLC (Frontier Town)
Account Number 10-020018
Service Area Mystic Harbour
Service Sewer
EDU's Needed 166

Step 1- Purchase EDU's from the Treasurer's Office

Equity Contribution Costs to purchase EDU's-

Sewer EDU	\$ 7,484
EDU's- <u>See Note 1</u>	166
Total Equity Contribution	<u>\$ 1,242,344</u>

Options for paying the Equity Contribution Costs-

- 1) Pay total cost of \$1,242,344 upfront to the Treasurer's Office with the sewer EDU application.
- 2) Apply to finance the total cost of \$1,242,344 over 15 years at 3.5% and if approved it will be billed as part of your quarterly sewer bill at \$26,702.82 per quarter. See Note 2.

Note 1: (584 camp site * 85 gpd)/300 gpd per EDU = 166 EDU's

Note 2: As stated on the EDU financing application- No partial prepayments are allowed, only prepayment in full will be accepted.

Step 2- Pull Plumbing Permit at the Isle of Wight Office

The customer must hire a certified plumber to pull the plumbing permit at the Isle of Wight Office.

The following fees will be due at that time-

Future Capital Improvement (FCI) is \$1,000 per EDU	166,000
Estimated Admin and Inspection Fees	200
Total Estimated Upfront Fees- <u>See Note 3</u>	<u>\$ 166,200</u>

Note 3: Total Estimated Upfront Fees are based on information in Step 3

Step 3- Hire a contractor to do the sewer extension and installation

The Customer is responsible for paying the costs associated with the sewer extension. The County is assuming the Contractor will do the sewer installation at the same time as the extension (Contractor may be able to provide a better price). If not, the County can provide a cost estimate for the sewer installation.

Step 4- Estimated Quarterly Sewer Bill

Option 1: EDU Equity Contribution Costs are paid upfront-

Sewer Base	396
Sewer Consumption- <u>See Note 4</u>	8,390
Debt Service- <u>See Note 5</u>	7,968
Bay Restoration Fee- <u>See Note 6</u>	2,490
Total Estimated Quarterly Sewer Bill	<u>\$ 19,244</u>

Option 2: EDU Equity Contribution Costs are financed-

Equity Contribution Financing	26,703
Sewer Base	396
Sewer Consumption- <u>See Note 4</u>	8,390
Debt Service- <u>See Note 5</u>	7,968
Bay Restoration Fee- <u>See Note 6</u>	2,490
Total Estimated Quarterly Sewer Bill	<u>\$ 45,947</u>

Note 4: Consumption is based on the actual number of gallons that go through your meter. We estimated your consumption to be 50% of the allowable amount for 166 EDU's which totaled \$8,390.25.

*300 gpd * 90 days * 166 EDU's = 4,482,000 gallons allowable flow.*

50% of allowable flow = 2,241,000 gallons.

*10,000/1,000 * \$3.2 * 75% + 2,231,000/1,000 * \$5 * 75% = \$8,390.25*

Note 5: Debt Service is \$48 per Quarter per EDU.

Note 6: Bay Restoration Fee is \$15 per Quarter per EDU.

**Water and Wastewater Department
Sewer Connection Estimates**

Customer Name SUN TRS FRONTIER LLC (Frontier Town)
Account Number 10-020018
Service Area Mystic Harbour
Service Sewer
EDU's Needed 61

Step 1- Purchase EDU's from the Treasurer's Office

<u>Equity Contribution Costs to purchase EDU's-</u>	
Sewer EDU	\$ 7,484
EDU's- <u>See Note 1</u>	61
Total Equity Contribution- <u>See Note 2</u>	<u>\$ 456,524</u>

Note 1: (213 camp site * 85 gpd)/300 gpd per EDU = 61 EDU's

Note 2: Equity Contribution Fees must be paid upfront. Customers are not allowed to finance the equity contribution if they are already connected to public sewer.

Step 2- Pull Plumbing Permit at the Isle of Wight Office

The customer must hire a certified plumber to pull the plumbing permit at the Isle of Wight Office.

The following fees will be due at that time-

Future Capital Improvement (FCI) is \$1,000 per EDU	61,000
Estimated Admin and Inspection Fees	200
Total Estimated Upfront Fees- <u>See Note 3</u>	<u>\$ 61,200</u>

Note 3: Total Estimated Upfront Fees are based on information in Step 3

Step 3- Hire a contractor to do the sewer installation

The County is assuming the Contractor will do the sewer installation at the same time as the extension (Contractor may be able to provide a better price). If not, the County can provide a cost estimate for the sewer installation.

Step 4- Estimated Increase in Quarterly Sewer Bill

Sewer Consumption- <u>See Note 4</u>	3,075
Debt Service- <u>See Note 5</u>	2,928
Bay Restoration Fee- <u>See Note 6</u>	915
Total Estimated Increase in Quarterly Sewer Bill	<u>\$ 6,918</u>

Note 4: Consumption is based on the actual number of gallons that go through your meter. We estimated your consumption to be 50% of the allowable amount for 61 EDU's which totaled \$3,074.63.

*300 gpd * 90 days * 61 EDU's= 1,647,000 gallons allowable flow.*

50% of allowable flow= 823,500 gallons.

10,000/1,000\$3.2*75% + 813,500/1,000*\$5*75%= \$3,074.63*

Note 5: Debt Service is \$48 per Quarter per EDU.

Note 6: Bay Restoration Fee is \$15 per Quarter per EDU.

§ PW 5-305. Sanitary service areas, sub-areas and amendments.

- (a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.
- (b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:
- (1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:
 - A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.
 - B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.
 - (2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:
 - A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.
 - B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.
 - C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.
 - D. Whether or not the proposal will not be unduly detrimental to the environment of the county.
 - E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

- (3) Hearing. The Commissioners shall hold at least one public hearing on the proposed establishment of a sanitary service area, sub-area or amendment thereto which shall be advertised at least once per week for two consecutive weeks prior to the hearing in a newspaper of general circulation in the area of the proposed action. The public hearing may be held in conjunction with any other public hearing required for the approval of the proposal.

A. (Reserved)^a

- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.
- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

8. Editor's Note: Former Subsection (b)(3)A, which provided special provisions for hearings in the Ocean Pines Sanitary Service Area, was repealed 9-16-2003 by Bill No. 03-9.



Worcester County
Department of Recreation & Parks

Paige Hurley, Director

6030 Public Landing Road, Snow Hill, Maryland 21863
410.632.2144 • Fax: 410.632.1585

12

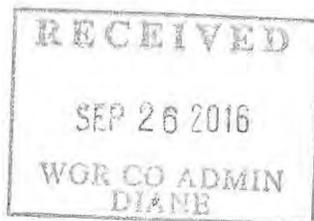
September 21, 2016

To: Harold L. Higgins
From: Paige Hurley *PH*
Re: Bishopville Park Improvement Plan

The Department is seeking Commissioner Approval in order to develop an 'in house' improvement plan for the purpose of enhancing Bishopville Park. The attached overview and diagram offer the specific details pursuant the Tentative Concept Plan. It is important to note the Department plans to hold a public meeting for the citizens of Bishopville in order to invite feedback before finalizing the plan. The Department feels that any effort consistent with the tentative concept will not only improve functionality, aesthetics and sustainability within the park but will also serve as an example of how the County can work together, and with citizens in order to further the mission of delivering outstanding recreational outlets. Finally, once completed, we feel strongly that the approach will serve as a template for initiating improvements at our other 'satellite' parks throughout the County.

In closing, we are seeking your approval to move forward and would appreciate your support. Please do not hesitate to contact me with any questions or for additional information at 410-632-2144 extension 2505.

Enclosure



Bishopville Park Improvement Plan

Overview

The attached Tentative Concept Plan would take approximately one year to complete. It would involve assistance from Environmental Programs, service learning hours provided by Stephan Decatur Middle School and the feedback and participation of local citizens. The improvements would include additional tree planting, a formal landscaped area, creation of a wildflower meadow and the routing of a walking path. While the soccer and volleyball ball areas have already been created a number of smaller amenities such as benches, birdhouses and educational signage will be added to further enhance the park. Finally, in order to integrate the space and accommodate the walking trail, Parks will vary the height of cut (H.O.C) in order to delineate the various functional areas.

Our Partners

Stephen Decatur Middle School Students, through their service learning requirements and funded by NOAA'S Bay Watershed Education and Training (B-WET) grant, have worked with the Department at Herring Creek Nature Park over the last two springs. The students have been involved in an array of projects which include major cleanups, painting projects, the construction and placement of benches, bird houses and dog stations, the creation of a wildflower area, and the installation of formal landscaped areas including a butterfly garden. The Department has discussed and tentatively arranged with the Decatur Staff to divert next springs' service learning focus towards Bishopville Park.

Mr. Brooks Clayville is Snow Hill resident, and a producer of wild flower seeds for Ernst Conservation Seeds. Mr. Clayville has graciously agreed to offer technical guidance in assisting the Department in the development of a wildflower establishment and maintenance program. The pilot site will be area 10,000 square foot area noted on the tentative concept plan. Besides enhancing Bishopville, the effort will yield the technical understanding for the Department to implement the approach in the future at other suitable park sites.

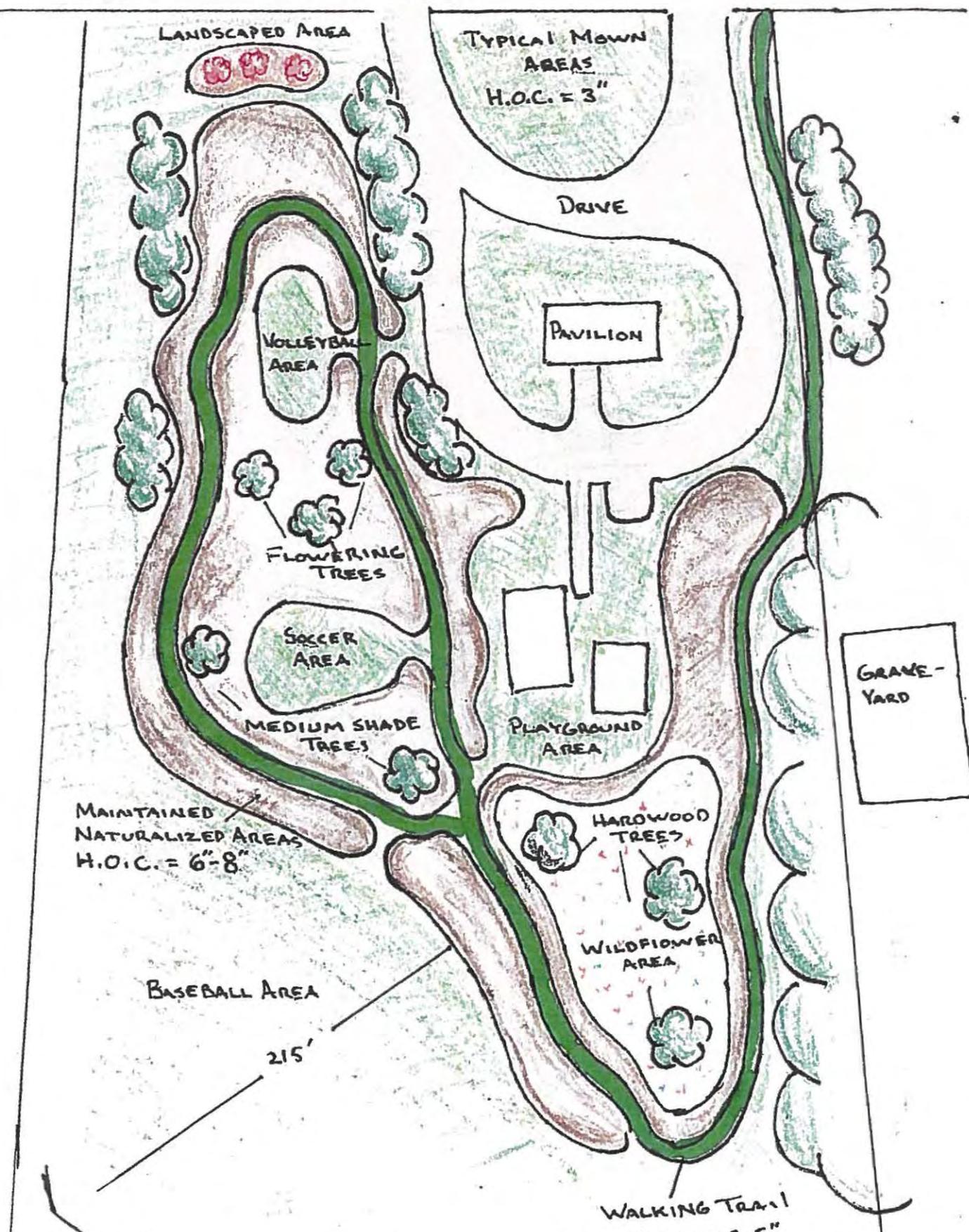
Environmental Programs, who have assisted the Department in the past with a number of larger tree planting projects, including projects Newtown and John Walter Smith Parks, is arranging for 8 larger specimen trees (2" caliper, 6 feet in height at planting) funded through Forest Conservation Program Fee-In-Lieu Funds to be planted on site. The trees will serve as examples for sensible planting choices for residents of the Eastern Shore. Educational signage providing detailed information on the specimens will also be added.

The Bishopville Community will be given the opportunity to review and discuss the project and its specific elements and provide feedback in a public meeting to be scheduled if Commissioner Approval to move forward is granted.

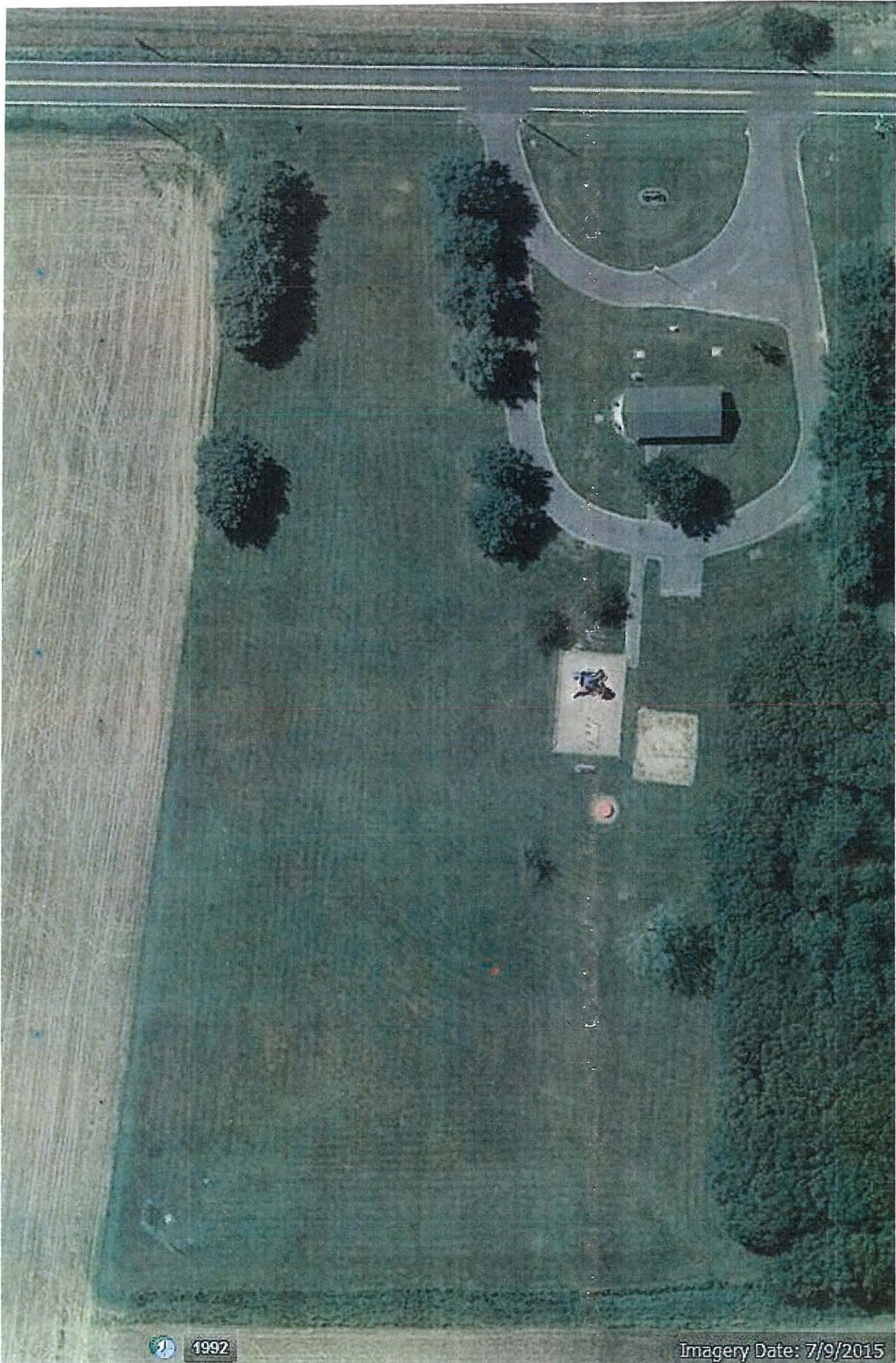
Conclusion

The approach will not only improve functionality, aesthetics and sustainability within the park but will also serve as an example of how the County can work together, and with citizens in order to further the mission of delivering outstanding recreational outlets. Finally, once completed, we feel strongly that the approach will serve as a template for initiating improvements at our other 'satellite' parks throughout the County.

BISHOPVILLE ROAD



TENTATIVE CONCEPT PLAN



1992

Imagery Date: 7/9/2015



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 12, 2016

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Pending Board Appointments

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (7) which have members who have resigned or whose terms have expired or are about to expire and either need to be reappointed or replaced (10 total). They are as follows: Adult Public Guardianship Board (5), Local Development Council for Ocean Downs Video Lottery Facility (1), Lower Shore Workforce Investment Board (1), Social Services Board (1), Solid Waste Advisory Committee (1), Water and Sewer Advisory Council - Ocean Pines (1), and Commission for Women (1). I have circled the members whose terms have expired on each of these boards.

Since your last meeting, we have received the following correspondence regarding board membership:

- **Solid Waste Advisory Committee** - Dave Wheaton (Town of Berlin Representative) resigned. We are awaiting a nominee from the Town of Berlin to replace Mr. Wheaton.
- **Adult Public Guardianship Board** - Richard Collins, Rev. Guy Butler, Dr. William Greer, and Connie Wessels have been recommended for reappointment for additional 3-year terms.

Please also note that in November, I will be presenting a complete list of the upcoming board appointments for all members whose terms are scheduled to expire at the end of this year.

If you have any questions or concerns, please don't hesitate to contact me. Thank You!

Pending Board Appointments - By Commissioner

District 1 - Lockfaw p. 8 - Local Development Council for Ocean Downs Casino (Ron Taylor) - 4-year
p. 19 - Commission for Women (Laura McDermott - **resigned-replace** - for remainder of term through 2016)

District 2 - Purnell All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 3 - Church All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 4 - Elder All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 5 - Bertino All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"
p. 18 - Water and Sewer Advisory Council - Ocean Pines (Gail Blazer)

District 6 - Bunting All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"
p. 18 - Water and Sewer Advisory Council - Ocean Pines (Gail Blazer)

District 7 - Mitrecic All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

All Commissioners

- p. 3 - (5) Adult Public Guardianship Board (Pattie Tingle) - representative of a local non-profit social service organization - remainder of 3-year term through December 31, 2017 (Roberta Baldwin to present nominee)
- **Request to reappoint the following members for additional 3-year terms through December 31, 2019: Richard Collins, Rev. Guy Butler, Dr. William Greer, and Connie Wessels** *
- p. 9 - (1) Lower Shore Workforce Investment Board - Replace Craig Davis - remainder of term through September 30, 2017 - Business Representatives) - 4-year
- LSWA requests appointment of representatives from the following industries: Logistics (Sysco), Trades (small independent contractors), Hospitality (hotel, motel, restaurant), Health Care (AGH, Assisted Living, Coastal Hospice), or Manufacturing (wineries, breweries, Dunkin Donuts).
- p. 12 - (1) Social Services Board (Judy Stinebiser - replace) - 3-year - from June 30, 2016
- p. 18 - (1) Water and Sewer Advisory Council - Ocean Pines (Gail Blazer) - 4-year

Awaiting Nominations from Others

- p. 15 - (1) Solid Waste Advisory Committee (Dave Wheaton - resigned/replace) - remainder of 3-year term through December 31, 2017 - awaiting nomination from the Town of Berlin

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. William Greer	Physician	07-10-13, 13-16
Richard Collins	Lawyer	95-98-01-04-07-10-13, 13-16
The Rev. Guy H. Butler	Lay Person	*99-01-04-07-10-13, 13-16
Connie Wessels	Lay Person	*15-16
Debbie Ritter	Commission on Aging Rep.	*07-08-11-14, 14-17
Jack Ferry	Professional in field of disabilities	*14, 14-17
Dean Perdue	Person with physical disability	08-11-14, 14-17
Pattie Tingle	Non-profit Soc. Service Rep.	*15-17
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15, 15-18
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15, 15-18
Dr. Dia Arpon	Psychiatrist	*10-12-15, 15-18

Request to Reappoint (see page 5)

Resigned/Replace

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

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

Since 1972

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



DEPARTMENT OF HUMAN RESOURCES

Worcester County Department of Social Services



October 4, 2016

Mr. Madison Bunting, Jr., President
Worcester County Commissioners
One West Market Street, Room 1103
Snow Hill, MD 21863-1195

RE: Request for Reappointment – Worcester County Adult Public Guardianship Review Board

Dear Mr. Bunting:

To fulfill the requirements of PGL Family Law 14-402, I am requesting the Worcester County Commissioners consideration to reappoint the following members whose term expires December 2016:

- Richard Collins, Esq.
PO Box 739
Ocean City, MD 21842
Rev. Guy Butler, Lay Person
10019 Beaver Dam Creek Rd.
Berlin, MD 21811
Dr. William Greer, Physician
12417 Ocean Gateway
Ocean City, MD 21842
Connie Wessels, Lay Person
118 Stevens Street
Snow Hill, MD 21863

If you should have any questions or concerns regarding this request, please do not hesitate to contact me at 410-677-6872.

Sincerely,

[Handwritten signature]

Roberta Baldwin, LCSW-C
Assistant Director of Services

Cc: Harold Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer

Peter Buesgens
Director

Dawn Jones
Assistant Director
Child Support

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

MAIN OFFICE
299 Commerce Street
P.O. Box 39
Snow Hill, Maryland 21863

Telephone: 410-677-6800
Fax: 410-677-6810
TTY: 410-677-6800

E-Mail:
wordss.wordss@maryland.gov
Website: www.dhr.state.md.us



Kelly Shannahan

From: Roberta Baldwin -DHR- Worcester County <roberta.baldwin@maryland.gov>
Sent: Wednesday, May 18, 2016 9:42 AM
To: Kelly Shannahan
Subject: Fwd: Worcester County Guardianship Review Board

Good morning Kelly. Please accept the below email that I received from Patti Tingle as her resignation from the Adult Public Guardianship Review Board. I am in the process of identifying another individual who would serve as a provider to individuals with a disability. I will forward you a letter of request as soon as I receive confirmation. Thank you.

Roberta

Roberta Baldwin, LCSW-C
Assistant Director of Services
Worcester County Department of Social Services
299 Commerce Street
Snow Hill, MD 21863
Roberta.Baldwin@maryland.gov

----- Forwarded message -----

From: **Pattie Tingle** <pat16@macinc.org>
Date: Wed, May 11, 2016 at 1:42 PM
Subject: Worcester County Guardianship Review Board
To: roberta.baldwin@maryland.gov

Good Afternoon Roberta,

I am writing this email to inform you that I must resign my role with the Review Board. Recently I accepted a new position of employment with MAC, Inc. as their incoming Executive Director. I have been advised that this role would be a conflict of interest.

Thank you for this opportunity to serve. It was good meeting and working with everyone.

As you move forward, should you need to consider a replacement, I could suggest the gentleman who is now Acting Director of Bay Area Center for Independent Living, Jeff Byrne. He is very knowledgeable of the needs and concerns of persons who are aging and disabled and is a Licensed Clinical Social Worker of 30+ years.

Should you be interested in talking with him he can be reached at the Bay Area CIL office (443) 260-0822 or by email at jbyrne@bayareacil.org.

Best wishes in your continued work,

Pattie A. Tingle

Director

MAC, Inc. (*Maintaining Active Citizens, Inc.*)

909 Progress Circle, Suite 100

Salisbury, MD 21804

Phone: 410-742-0505, x 114

Email: pat16@macinc.org

Website: www.macinc.org

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

**Current Members:**

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

**Prior Members:**

Since 2009

J. Lowell Stoltzfus ° (09-10)                      Todd Ferrante ° (09-16)  
 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)

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

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

Reference: Workforce Investment Act of 1998, Section 117

Appointed by: County Commissioners

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

Number/Term: 24 - 5 Worcester County, 7 At-Large (by Tri-County Council), 12 Other  
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (January, April, July, October) on the 2<sup>nd</sup> Wednesday

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

Staff Contact: Lower Shore Workforce Alliance  
Milton Morris, Workforce Director (410-341-3835, ext 6)  
One-Stop Job Market, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

| <u>Name</u>            | <u>Resides/Agency</u> | <u>Term</u>       | <u>Representing</u>   |
|------------------------|-----------------------|-------------------|-----------------------|
| Craig Davis (resigned) | Berlin                | 13-17             | Business Rep.         |
| Donna Weaver           | Berlin                | *08-09-13, 13-17  | Business Rep.         |
| Geoffrey Failla        | Whaleysville          | *15-18            | Business Rep.         |
| Jason Cunha            | Pocomoke              | *16-18            | Business Rep.         |
| Walter Maizel          | Bishopville           | *12, 12-16, 16-20 | Private Business Rep. |

*Resigned -  
Replace*

Prior Members: Since

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

\* See attached →

Request Rep. From

- Health Care
- Hospitality
- Manufacturing
- Trades, or
- Logistics

**Kelly Shannahan**

---

**From:** Dione Shaw <dshaw@tcclesmd.org>  
**Sent:** Wednesday, January 20, 2016 3:55 PM  
**To:** Kelly Shannahan  
**Cc:** Maria Waller; Walter Maizel  
**Subject:** Lower Shore Workforce Alliance - Workforce Development Board Members  
**Attachments:** WDB Resignations.pdf

Hello Kelly,

It was great talking with you today. Copies of the resignation letters for Craig Davis and John Ostrander are attached.

We currently have two Worcester County vacancies and are seeking individuals from these industries:

- Logistics - Sysco
- Trades – Small Independent Contractors
- Hospitality – Hotel/Motels and Restaurant
- Healthcare – AGH, Assistant Living, Coastal Hospice
- Manufacturing -- Wineries/Breweries, Dunkin Donuts

X

We look forward to hearing from you in the near future.

Thank you for all you do to help us keep our Workforce Development Board in compliance.

Di

**DIONE SHAW**  
**OPERATIONS COORDINATOR**  
**LOWER SHORE WORKFORCE ALLIANCE**  
31901 TRI-COUNTY WAY  
SALISBURY, MARYLAND 21804  
PHONE: 410-341-3835  
FAX: 410-341-3735  
EMAIL: [DSHAW@LSWA.ORG](mailto:DSHAW@LSWA.ORG)  
WEB: [WWW.LOWERSHORE.ORG](http://WWW.LOWERSHORE.ORG)

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Received  
3/4/15

# TAYLOR'S NEIGHBORHOOD RESTAURANT

11021 Nicholas Lane, Suite 1, Ocean Pines, MD 21811

(410) 208-4260

---

March 4, 2015

To: Mr. Jim Bunting

Cc: Milton Morris

I am writing this letter to inform you that I must resign from my position on the Lower Shore Workforce Investment Board. Thank you for your understanding with this matter.

Sincerely,

*Craig Davis*

Craig Davis

Owner

Taylor's Neighborhood Restaurant

443-235-4601 cell

## SOCIAL SERVICES BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

Staff Contact: Peter Buesgens, Director of Social Services - (410-677-6806)

Current Members:

| <u>Member's Name</u>    | <u>Nominated By</u>       | <u>Resides</u>  | <u>Years of Term(s)</u> |
|-------------------------|---------------------------|-----------------|-------------------------|
| Judy Stinebiser         | At-Large                  | Ocean Pines     | 13-16                   |
| Tracey Cottman          | D-1, Lockfaw              | Pocomoke City   | *15-17                  |
| Arlette Bright          | D-2, Purnell              | West Ocean City | *11, 11-14, 14-17       |
| Cathy Gallagher         | D-5, Boggs                | Ocean Pines     | *13-14, 14-17           |
| Diana Purnell           | ex officio - Commissioner |                 | 14-18                   |
| Faith Coleman           | D-4, Elder                | Snow Hill       | 15-18                   |
| Harry Hammond           | D-6, Bunting              | Bishopville     | 15-18                   |
| Voncelia Brown          | D-3, Church               | Berlin          | 16-19                   |
| Maria Campione-Lawrence | D-7, Mitrecic             | Ocean City      | 16-19                   |

*Replace for term beginning July 1, 2016*

\* = Appointed to fill an unexpired term

## SOCIAL SERVICES BOARD

(Continued)

### Prior Members: (Since 1972)

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

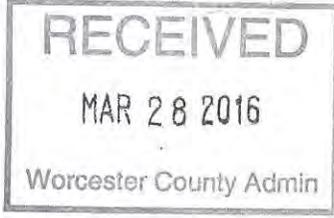
\* = Appointed to fill an unexpired term

Updated: August 16, 2016  
Printed: August 17, 2016



DEPARTMENT OF HUMAN RESOURCES

Worcester County Department of Social Services



March 22, 2016

Peter Buesgens Director

Dawn Jones Assistant Director Child Support

Ellen Payne Assistant Director Family Investment

Mary Beth Quillen Assistant Director Administration

Roberta Baldwin Assistant Director Services

Mr. Harold Higgins Chief Administrative Officer Worcester County Government 1 West Market Street - Room 1103 Snow Hill, MD 21863

RE: Worcester County Dept. of Social Services Board Member - Ms. Judy Stinebiser

Dear Mr. Higgins,

I am writing regarding Advisory Board membership of Ms. Judy Stinebiser. She was appointed to the Worcester County Advisory Board by the Worcester County Commissioners as an At-Large member. Ms. Stinebiser's term will be expiring June 30, 2016 and has decided not to be recommended for an additional term. She has been an excellent asset and we appreciate her time and commitment to our board.

It is important that we keep membership at full capacity; therefore, we are asking the Commissioner to appoint a new member to replace Ms. Judy Stinebiser.

Please contact me if you would like to discuss this further. Thank you for your time with this matter.

Sincerely,

[Handwritten signature of Peter J. Buesgens]

Peter J. Buesgens, LCSW-C Director

PJB:cmc

CC: Kelly Shannahan, Assistant Chief Administrative Officer



## SOLID WASTE ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

Number/Term: 1 1/4-year terms; Terms expire December 31st.

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

Meetings: At least quarterly

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

Staff Support: Solid Waste - Recycling Manager - Ron Taylor - (410-632-3177)  
Solid Waste - Solid Waste Manager - Mike Mitchell - (410-632-3177)  
Department of Public Works - John Tustin - (410-632-5623)

### Current Members:

| <u>Member's Name</u> | <u>Nominated By</u>   | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|-----------------------|----------------|-------------------------|
| Howard Sribnick      | D-3, Church           | South Point    | *10-12, 12-16           |
| Granville Jones      | D-7, Mitrecic         | Berlin         | *15-16                  |
| George Tasker        | Town of Pocomoke City |                | *15-16                  |
| Wendell Purnell      | D-2, Purnell          | Berlin         | 97-09-13, 13-17         |
| <u>Dave Wheaton</u>  | Town of Berlin        |                | *14-17 Resigned         |
| Steve Brown          | Town of Ocean City    |                | *10-13, 13-17           |
| George Linvill       | D-1, Lockfaw          | Pocomoke       | 14-18                   |
| George Dix           | D-4, Elder            | Snow Hill      | *10-10-14, 14-18        |
| James Rosenberg      | D-5, Bertino          | Ocean Pines    | *06-10-14, 14-18        |
| Mike Poole           | D-6, Bunting          | Bishopville    | 11-15, 15-19            |
| Michael Pruitt       | Town of Snow Hill     |                | *15, 15-19              |

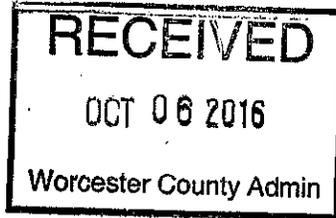
### Prior Members: (Since 1994)

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

\* = Appointed to fill an unexpired term

September 29, 2016

Dave Wheaton  
8518 Newark Rd  
Newark, MD 21841  
(443)235-7477



Mike Mitchell  
Solid Waste Superintendent  
Worcester County  
7091 Central Site Lane  
Newark, MD 21841

Dear Mr. Mitchell,

I would like to inform you of my decision to resign from the Solid Waste Advisory Board, effective immediately. I would like to thank you for the professional and personal development opportunities that you have provided me over the past several years. If I can be of any help during this transition, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Dave Wheaton". The signature is written in a cursive style with a long horizontal stroke at the end.

Dave Wheaton  
Assistant Superintendent of Public Works  
Town of Berlin

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



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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 7, 2016

Laura Allen, Town Administrator  
Town of Berlin  
10 William Street  
Berlin, Maryland 21811

RE: Nomination of Town of Berlin Representative on the Worcester County Solid Waste Advisory Committee

Dear Ms. Allen:

Please be advised that the Worcester County Commissioners recently received a copy of the attached letter from Dave Wheaton advising of his resignation as the Town of Berlin's representative on the Worcester County Solid Waste Advisory Committee. Since the establishing resolution for the Solid Waste Advisory Committee provides that one member shall be nominated from each of the incorporated towns, we would appreciate it if you would review this matter with the Mayor and Council of Berlin and submit the name and contact information of your nominee to serve the remainder of Mr. Wheaton's term through December 31, 2017. I have attached a copy of the Board Summary Sheet and the County resolution regarding the duties and responsibilities of this Committee which may be helpful in selecting your nominee.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Kelly Shannahan, Assistant Chief Administrative Officer, at this office.

Sincerely,

Harold L. Higgins  
Chief Administrative Officer

ALH/KS:dd

cc: Kelly Shannahan, Assistant Chief Administrative Officer  
Board Book  
CCBOARDS/Laura Allen

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

**Current Members:**

| <u>Name</u>      | <u>Resides</u> | <u>Years of Term(s)</u> |
|------------------|----------------|-------------------------|
| Gail Blazer      | Ocean Pines    | 07-11, 11-15            |
| Frederick Stiehl | Ocean Pines    | *06-08-12, 12-16        |
| Mike Hegarty     | Ocean Pines    | *08-09-13, 13-17        |
| Michael Reilly   | Ocean Pines    | *14-17                  |
| James Spicknall  | Ocean Pines    | 07-10-14, 14-18         |

**Prior Members: (Since 1993)**

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

\* = Appointed to fill an unexpired term

## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

Meetings: At least monthly (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: Eloise Henry-Gordy, Chair  
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

**Current Members:**

| <u>Member's Name</u>    | <u>Nominated By</u>              | <u>Resides</u>  | <u>Years of Term(s)</u> |
|-------------------------|----------------------------------|-----------------|-------------------------|
| Laura McDermott         | D-1, Lockfaw                     | Pocomoke City   | *11-13, 13-16           |
| Hope Carmean            | D-4, Elder                       | Snow Hill       | *15-16                  |
| Mary E. (Liz) Mumford   | At-Large                         | Ocean City      | *16                     |
| Mary Beth Quillen       | Dept of Social Services          |                 | 13-16                   |
| Julie Phillips          | Board of Education               |                 | 13-16                   |
| Charlotte Cathell       | D-5, Bertino                     | Ocean Pines     | *09-11-14, 14-17        |
| Alice Jean Ennis        | At-Large                         | Pocomoke        | 14-17                   |
| Eloise Henry-Gordy      | At-Large                         | Snow Hill       | 08-11-14, 14-17         |
| Corporal Lisa Maurer    | Public Safety - Sheriff's Office |                 | *13-14, 14-17           |
| Debbie Farlow           | Health Department                |                 | *13-14, 14-17           |
| Teola Brittingham       | D-2, Purnell                     | Berlin          | *16-18                  |
| Michelle Bankert        | D-3, Church                      | West Ocean City | *14-15, 15-18           |
| Bess Cropper            | D-6, Bunting                     | Berlin          | 15-18                   |
| Nancy Fortney           | D-7, Mitrecic                    | Ocean City      | 12-15, 15-18            |
| Lauren Mathias Williams | At-Large                         | Berlin          | *16-18                  |

*Resigned /  
Replace*

**Prior Members: Since 1995**

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

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

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)  
Dee Shorts (04-07)  
Ellen Payne (01-07)  
Mary Beth Quillen (05-08)  
Marge SeBour (06-08)  
Meg Gerety (04-07)  
Linda Dearing (02-08)  
Angela Hayes (08)  
Susan Schwarten (04-08)  
Marilyn James (06-08)  
Merilee Horvat (06-09)  
Jody Falter (06-09)  
Kathy Muncy (08-09)  
Germaine Smith Garner (03-09)  
Nancy Howard (09-10)  
Barbara Witherow (07-10)  
Doris Moxley (04-10)  
Evelyne Tyndall (07-10)  
Sharone Grant (03-10)  
Lorraine Fasciocco (07-10)  
Kay Cardinale (08-10)  
Rita Lawson (05-11)  
Cindi McQuay (10-11)  
Linda Skidmore (05-11)  
Kutresa Lankford-Purnell (10-11)  
Monna Van Ess (08-11)  
Barbara Passwater (09-12)  
Cassandra Rox (11-12)  
Diane McGraw (08-12)  
Dawn Jones (09-12)  
Cheryl K. Jacobs (11)  
Doris Moxley (10-13)  
Kutresa Lankford-Purnell (10-12)  
Terry Edwards (10-13)  
Dr. Donna Main (10-13)  
Beverly Thomas (10-13)  
Caroline Bloxom (14)  
Tracy Tilghman (11-14)  
Joan Gentile (12-14)  
Carolyn Dorman (13-16)  
Arlene Page (12-15)  
Shirley Dale (12-16)  
Dawn Cordrey Hodge (13-16)  
Carol Rose (14-16)

## Kelly Shannahan

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**From:** Lora Henry-Gordy <henrygordy1954@yahoo.com>  
**Sent:** Monday, April 11, 2016 12:12 PM  
**To:** Kelly Shannahan  
**Subject:** WCCW Commissioners

Good afternoon Mr. Shannahan ,

We have 2 vacancies that needs to be filled.  
Dawn Hodge has resigned due to her increased responsibilities .  
Dawn Hodges is At Large (North) 14 -16. We need to have someone to finish out her term.

We also have a vacancy for District 1 - Lockfaw, 15 -16 .

At this time I have no nominees. We are asking individuals if they are interested.

Sincerely ,  
L. Eloise Henry-Gordy



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

14

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

## MEMORANDUM

If Introduced  
Bill 16-6 - Public Hearing  
on November 15, 2016

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director  
DATE: October 11, 2016  
RE: Text Amendment Application - Poultry Regulations



As you know, there has been much discussion recently with regard to increased regulation of poultry operations. Just to recap, a text amendment application was submitted by Harold Scrimgeour on February 29, 2016 dealing with the issue. At their meeting of March 1<sup>st</sup>, 2016 the County Commissioners discussed forming a task force to look at the issue. Subsequent to that discussion it was determined that the best course of action was to have the proposed amendment make its way through the Planning Commission process. At the same time I was asked to meet with several representatives with an interest in poultry operations to discuss the application that had been filed and get some insight into their perspective, which I did. At the same time this issue was also under discussion in a number of our adjoining countries in both Maryland and Virginia. In order to gain further perspective I attended most of the public hearings and information sessions in those jurisdictions as well.

Mr. Scrimgeour's text amendment was first introduced to the Planning Commission at its meeting on June 2, 2016. After a brief discussion the matter was tabled by the Planning Commission after the discussion turned to a possible smaller workgroup being formed. The matter was brought back up at the August Planning Commission meeting. It was determined that time constraints had limited the ability to fully develop a smaller workgroup discussion and it was determined that the best course of action was to bring the amendment forward and allow Mr. Scrimgeour to make his presentation on his proposal at the regular September Planning Commission meeting. During the discussion at the September meeting the staff voiced a number of concerns with the amendment as drafted, including the elimination of poultry houses from the allowable uses in the E-1 Estate District, provisions for setback reductions based on neighboring property owner agreements, certain setback provisions and various other technical details. After the staff presentation the Planning Commission requested that the staff draft a proposal for consideration at its next meeting. I presented the staff version of proposed regulations at the

Planning Commission meeting held on October 6, 2016. Much like Mr. Scrimgeour's amendment, the staff version takes a whole new approach to the regulation of poultry operations in the County. It removes poultry houses from the list of other agricultural structures in the Code and establishes an entirely new section dealing with just poultry operations, defines a number of new terms, greatly increases setbacks beyond current standards, establishes a density limitation on poultry houses by the use of a sliding scale that increase the lot area requirements as the number of poultry houses increases, requires vegetative buffers to be established, and sets forth provisions for reductions in setbacks and buffers. Mr. Scrimgeour was also in attendance and made comments on both his version and the staff version. After much discussion Mr. Scrimgeour asked to withdraw his proposed text amendment application and asked that the Planning Commission forward a recommendation to the County Commissioners on the staff draft. One minor amendment to the staff version was proposed by Member Brooks Clayville but failed to be adopted. Subsequently, the Planning Commission voted unanimously to forward a favorable recommendation to the County Commissioners on the staff draft as presented.

A copy of the staff draft is attached hereto and an electronic version has been submitted to your office for your convenience should one of the County Commissioners wish to introduce the amendment at the upcoming legislative session. In addition to the staff version of the text amendment language I have included a great deal of other related information, all the way back to Mr. Scrimgeour's original application.

As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: Phyllis H. Wimbrow, Deputy Director  
Jennifer Keener, Zoning Administrator

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BY:

INTRODUCED:

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A BILL ENTITLED

AN ACT Concerning

Zoning - Poultry Operations

For the purpose of amending the Zoning and Subdivision Control Article to define poultry operations and to establish enhanced density, buffering and setback standards for poultry operations.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Section of the Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition for "poultry operation" to read as follows:

**POULTRY OPERATION** -- An activity conducted on a farm as defined hereof which may utilize a variety of structures, including poultry houses, manure storage structures, feed storage structures, and structures for the disposition or composting of dead birds and/or manure including the collection and processing of waste gasses for energy production, or any combination of such structures and associated use areas for the commercial hatching, raising, breeding or feeding of chickens, turkeys, pheasants, ducks or other fowl. A poultry operation shall not include any processing of fowl for human or animal consumption.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-348 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

**§ ZS 1-348. Poultry operations.**

- (a) Purpose and intent. The purpose and intent of this section is to provide for the effective regulation of poultry houses and poultry operations in a manner which facilitates their operations while protecting the health, safety, welfare and peaceful enjoyment of those properties adjacent to or in the immediate vicinity of poultry operations.
- (b) Definitions. For the purposes of this section the following words and phrases shall have the meaning respectively ascribed to them by this subsection:

**POULTRY HOUSING UNIT** - A single poultry house with a gross floor area of forty four thousand square feet or less.

**POULTRY OPERATION, SMALL** - A farm containing not more than one poultry housing unit and which does not utilize a tunnel ventilation system.

**POULTRY OPERATION, MEDIUM** - A farm containing at least two but not more than four

poultry housing units or a farm with only one poultry housing unit which utilizes a tunnel ventilation system.

**POULTRY OPERATION, LARGE** - A farm containing more than four but not more than twelve poultry housing units.

**TUNNEL VENTILATION** - A method of ventilating poultry houses whereby exhaust fans are located at one end of the poultry house and large openings are installed in the sidewalls or at the end opposite the exhaust fans. Air is drawn through these openings, through the house, and out the exhaust fans at high velocities, much like a wind tunnel.

- (c) Limitations. Poultry operations shall only be allowed where specifically permitted and in strict conformance with the requirements as set forth herein. The maximum number of poultry housing units on any one parcel or lot shall be twelve poultry housing units. Notwithstanding the provisions of §§ ZS 1-116 and ZS 1-117 herein, there shall be no variances or adjustments permitted to the lot area requirements established herein for large poultry operations.
- (d) Buffering requirements. All poultry operations shall provide a landscaped buffer a minimum of thirty feet in width in accordance with the provisions of § ZS 1-322 hereof adjacent to all uses and structures of the operation. Existing landscaped or forested areas on the property of the poultry operation may be considered as part of the buffer area provided that it is protected from clearing or modification by duly recorded covenants and restrictions to the benefit of the County Commissioners and acceptable to the County Attorney.
- (e) Lot area. The minimum lot area for all poultry operations shall be in accordance with the following schedule in each zoning district where they are specifically permitted:

| <u>Number of poultry housing units*</u> | <u>Minimum lot area in acres</u> |
|-----------------------------------------|----------------------------------|
| 2 or less                               | 5                                |
| 3                                       | 10                               |
| 4                                       | 15                               |
| 5                                       | 23                               |
| 6                                       | 31                               |
| 7                                       | 41                               |
| 8                                       | 51                               |
| 9                                       | 61                               |
| 10                                      | 71                               |
| 11                                      | 81                               |
| 12                                      | 91                               |

\* One poultry housing unit equals a maximum of 44,000 gross square feet of building area or portion thereof. The maximum number of poultry housing units per parcel or lot is 12.

- (f) Required setbacks. The minimum required front, side and rear yard setbacks are a function of the size of the poultry operation and shall apply to all structures associated with the poultry operation as defined in § ZS 1-103(b) hereof unless modified in Subsection (f)(2) below. The required front, side and rear yard setbacks for all small poultry operations shall be one hundred feet from all property lines. The required front, side and rear yard setbacks for all medium poultry operations shall be two hundred feet from all property lines. The required front, side and rear yard setbacks for all large poultry operations shall be three hundred feet from all property lines. The required setbacks shall be measured from the finished wall surface of any structure associated with the poultry operation. No tunnel ventilation fan discharge point shall be located closer than five hundred feet to a preexisting residential structure, school, church, temple or mosque, day-care center, day-care home, assisted living facility, nursing facility or home, hospital, campground, manufactured or mobile home park, on an adjoining parcel or any arterial or major collector highway, or an area designated as a growth area in its comprehensive plan by an incorporated town within an area of influence defined by lines originating at the outermost extent of the discharge nozzle or fan cowling and extending forty-five degrees in either direction from the fan's axis of rotation.
- (1) The required front, side and rear yard setbacks shall be increased by fifty percent when the poultry operation adjoins any preexisting V-1, R-1, R-2, R-3, R-4, C-1, C-2, or C-3 zoning district. Notwithstanding the provisions of Subsection (f)(2) herein, there shall be no reduction permitted in the enhanced required setbacks other than by variance by the Board of Zoning appeals or as an administrative adjustment pursuant to §§ ZS 1-116 and ZS 1-117 respectively.
- (2) The required front, side or rear yard setbacks for any medium or large poultry operation may be reduced by a maximum of one hundred feet in such case where the applicant provides a landscaping buffer in accordance with § ZS 1-322 hereof between the poultry operation and adjacent properties but in no case may the setback be reduced to less than two hundred feet under the terms of this Subsection. The extent of the setback reduction shall be equal to a one foot reduction in the required setback for each one foot of width of landscaped buffer provided in addition to that required in Subsection (d) herein. Existing landscaped areas or forested areas on the property of the poultry operation may be considered as a part of the buffer area provided that it is protected from clearing or modification by duly recorded covenants and restrictions to the benefit of the County Commissioners and acceptable to the County Attorney.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(b)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-201(b)(2) through ZS 1-201(b)(17) of the Zoning

and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-201(b)(3) through ZS 1-201(b)(18) and a new Subsection § ZS 1-201(b)(2) be enacted to read as follows:

- (2) Small and medium poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-201(c)(1) through ZS 1-201(c)(33) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-201(c)(2) through ZS 1-201(c)(34) and a new Subsection § ZS 1-201(c)(1) be enacted to read as follows:

- (1) Large poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(b)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-202(b)(2) through ZS 1-202(b)(18) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-202(b)(3) through ZS 1-202(b)(19) and a new Subsection § ZS 1-202(b)(2) be enacted to read as follows:

- (2) Small and medium poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-202(c)(1) through ZS 1-202(c)(45) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-202(c)(2) through ZS 1-202(c)(46) and a new Subsection § ZS 1-202(c)(1) be enacted to read as follows:

- (1) Large poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-203(b)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (1) Agriculture, including feeding lots, dairy barns, agricultural lagoons, hog houses, noncommercial grain dryers, the raising of livestock, farm offices, commercial and noncommercial greenhouses and nurseries and noncommercial maintenance, storage and

repair facilities, excluding commercial grain dryers. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-203(b)(2) through ZS 1-203(b)(15) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-203(b)(3) through ZS 1-203(b)(16) and a new Subsection § ZS 1-203(b)(2) be enacted to read as follows:

- (2) Small and medium poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-203(c)(1) through ZS 1-203(c)(21) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-203(c)(2) through ZS 1-203(c)(22) and a new Subsection § ZS 1-203(c)(1) be enacted to read as follows:

- (1) Large poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-215(c)(4) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (4) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. All grain dryers, feeding lots, dairy barns, lagoons, hog houses and other uses involving the concentrated handling or containment of animals shall be located at least two hundred feet from any property line or public road right-of-way. See § ZS 1-305(r) hereof.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-215(c)(5) through ZS 1-215(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-215(c)(6) through ZS 1-215(c)(15) and a new Subsection § ZS 1-215(c)(5) be enacted to read as follows:

- (5) Small and medium poultry operations subject to the provisions of § ZS 1-348 hereof.

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-305(r)(2) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (2) All grain dryers, feeding lots, dairy barns, agricultural lagoons, aquaculture ponds, hog

houses and other uses involving the concentrated handling or containment of animals shall have a front yard setback of at least fifty feet and shall be located at least two hundred feet from any:

- A. E, V, R or RP District boundary line.
- B. Preexisting dwelling, manufactured home, manufactured home park site, school, church, assisted living facility, hospital or day-care center located on another lot.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

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

\_\_\_\_\_  
Merrill W. Lockfaw, Jr., Vice President

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

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

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

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

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

Current  
Regulations

## Subtitle ZS1:II

### PRIMARY DISTRICT REGULATIONS

- |                                                    |                                                   |
|----------------------------------------------------|---------------------------------------------------|
| § ZS 1-201. A-1 Agricultural District.             | § ZS 1-209. C-1 Neighborhood Commercial District. |
| § ZS 1-202. A-2 Agricultural District.             | § ZS 1-210. C-2 General Commercial District.      |
| § ZS 1-203. E-1 Estate District.                   | § ZS 1-211. C-3 Highway Commercial District.      |
| § ZS 1-204. V-1 Village District.                  | § ZS 1-212. I-1 Light Industrial District.        |
| § ZS 1-205. R-1 Rural Residential District.        | § ZS 1-213. I-2 Heavy Industrial District.        |
| § ZS 1-206. R-2 Suburban Residential District.     | § ZS 1-214. CM Commercial Marine District.        |
| § ZS 1-207. R-3 Multi-family Residential District. | § ZS 1-215. RP Resource Protection District.      |
| § ZS 1-208. R-4 General Residential District.      |                                                   |

**[HISTORY: Adopted by the Board of County Commissioners of Worcester County 11-3-2009 as Subtitle II of Title 1 of Bill No. 09-1. Amendments noted where applicable.]**

#### § ZS 1-201. A-1 Agricultural District.

(a) Purpose and intent. This district is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare. This district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

(b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-1 District:

(1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, poultry and hog houses and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.

New →

(2) Aquaculture. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five

- (13) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
  - (14) Monopoles and freestanding towers up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.
  - (15) Small and medium wind energy conversion systems up to a maximum of one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.
  - (16) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.
  - (17) Large solar energy systems in accordance with the provisions of § ZS 1-344(d)(2) hereof. [Added 3-15-2011 by Bill No. 11-2]
- (c) Special exceptions. The following principal uses and structures may be permitted by special exception in the A-1 District in accordance with the provisions of § ZS 1-116(c) hereof:

New →

- (1) Commercial grain dryers, feed mills, grain, fertilizer, feed, seed, implement and other agricultural storage and repair and sales facilities. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. Facilities for the bulk handling of grain, fertilizer and other materials shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.
- (2) Agricultural processing plants, storage, and wholesale or retail sale of locally grown vegetables and field crops. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet.
- (3) Livestock purchase and sales yards. Minimum lot requirements shall be: lot area, ten acres; lot width, five hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Furthermore, all buildings and yards designed for the concentrated containment of animals shall be located at least two hundred feet from any perimeter property line or public road right-of-way.
- (4) Commercial repair of seafood harvesting and agricultural equipment (not including general highway vehicles). Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided that all work and storage areas are enclosed within a building or screened from public view.
- (5) Landing, storage and processing facilities for seafood, including sales of the seafood landed or processed on site. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback,

group shall be located within two hundred feet of the main farm building or accessory farm structure.

- (11) Yard sales, subject to the provisions of § ZS 1-341 hereof.
- (12) Noncommercial production of biofuels on a farm as a use incidental to the farm operation.
- (e) Height regulations. Except for certain other buildings, structures or parts thereof as provided in § ZS 1-305 hereof, no flat-roofed principal structure shall exceed a height of thirty-five feet, no pitched-roof principal structure shall exceed a height of forty-five feet, and no flat- or pitched-roofed principal structure shall exceed four stories. In addition, no accessory structure shall exceed either two stories or twenty-five feet in height.
- (f) Other regulations. The uses and structures permitted in the A-1 District shall be subject to the applicable regulations contained in Subtitle ZS1:I, General Provisions, and Subtitle ZS1:III, Supplementary Districts and District Regulations, of this Title.

**§ ZS 1-202. A-2 Agricultural District.**

(a) Purpose and intent. This district is intended to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 District may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare.

(b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-2 District:

(1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, poultry and hog houses and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.

**New** →

- (2) Aquaculture. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.
- (3) Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. Processed agricultural and seafood products may also be sold, provided such sales are incidental to the sales of fresh products. Minimum lot requirements shall be: lot

- (15) Monopoles and freestanding towers up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.
- (16) Small and medium wind energy conversion systems up to a maximum of one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.
- (17) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.
- (18) Large solar energy systems in accordance with the provisions of § ZS 1-344(d)(2) hereof. **[Added 3-15-2011 by Bill No. 11-2]**

(c) Special exceptions. The following principal uses and structures may be permitted by special exception in the A-2 District in accordance with the provisions of § ZS 1-116(c) hereof:

New

- (1) Commercial grain dryers, feed mills, grain, fertilizer, feed, seed, implement and other agricultural storage and repair and sales facilities. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. Facilities for the bulk handling of grain, fertilizer and other materials shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.
- (2) Agricultural processing plants, storage, and wholesale or retail sale of locally grown vegetables and field crops. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet.
- (3) Livestock purchase and sales yards. Minimum lot requirements shall be: lot area, ten acres; lot width, five hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Furthermore, all buildings and yards designed for the concentrated containment of animals shall be located at least two hundred feet from any perimeter property line or public road right-of-way.
- (4) Commercial repair of seafood harvesting and agricultural equipment (not including general highway vehicles). Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided that all work and storage areas are enclosed within a building or screened from public view.
- (5) Landing, storage and processing facilities for seafood, including sales of the seafood landed or processed on site. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314(a) hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.

- (11) Yard sales, subject to the provisions of § ZS 1-341 hereof.
  - (12) At the site of a fairground or racetrack as specified in Subsection (c)(16) hereof, on-site housing for owners or employees may be provided. The total amount cannot exceed one single-family residential unit and bunkhouses with a maximum of twenty-five beds with shared kitchen, bathroom and living facilities to be located in not more than five buildings. All bunkhouses must be located not more than two hundred feet from the main buildings associated with the fairground or racetrack. The one single-family residential unit may exceed the limitation of two hundred feet in separation.
  - (13) Noncommercial production of biofuels on a farm as a use incidental to the farm operation.
- (e) Height regulations. Except for certain other buildings, structures or parts thereof as provided in § ZS 1-305 hereof, no flat-roofed principal structure shall exceed a height of thirty-five feet, no pitched-roof principal structure shall exceed a height of forty-five feet, and no flat- or pitched-roofed principal structure shall exceed four stories. In addition, no accessory structure shall exceed either two stories or twenty-five feet in height.
- (f) Other regulations. The uses and structures permitted in the A-2 District shall be subject to the applicable regulations contained in Subtitle ZS1:I, General Provisions, and Subtitle ZS1:III, Supplementary Districts and District Regulations, of this Title.

**§ ZS 1-203. E-1 Estate District.**

- (a) Purpose and intent. At the time of its original adoption in 1992, this district was intended to protect and preserve the open character of the rural areas and the environmentally sensitive areas of the County and to enhance the estate character of these neighborhoods. However, advancements in technology have allowed for more in-depth analysis of the lands' suitability for development. This technology shows that approximately eighty percent of the current E-1 Estate District lands lie in a hurricane inundation zone. Hazard mitigation planning calls for development to be located outside such areas. Additionally, much of the zoning district borders roadways that will require extensive improvements to maintain adequate levels of service if the properties are developed. For lands zoned E-1 Estate District on the effective date of these regulations it is the intent of these regulations to allow for their orderly development until these regulations are amended to reflect changes in the Comprehensive Plan resulting from its next state-mandated periodic review. It is further the intent of this section that no additional lands shall be included in this zoning district either by a comprehensive rezoning or individual application and that the district shall be eliminated subsequent to the next state-mandated review of the Comprehensive Plan.

(b) Permitted principal uses and structures. The following uses and structures are permitted in the E-1 District:

(1) Agriculture, including feeding lots, dairy barns, agricultural lagoons, poultry and hog houses, noncommercial grain dryers, the raising of livestock, farm offices, commercial and noncommercial greenhouses and nurseries and noncommercial maintenance, storage and repair facilities, excluding commercial grain dryers. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

New

- (2) \* Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
- (3) Single-family dwellings. Minimum lot requirements shall be: lot area, eighty thousand square feet; maximum density, one unit per two net acres; lot width, two hundred feet; front yard setback, fifty feet; each side yard setback, fifty feet; and rear yard setback, fifty feet.
- (4) Manufactured homes in accordance with § ZS 1-314(b) hereof. Minimum lot requirements shall be: lot area, eighty thousand square feet; maximum density, one unit per two net acres; lot width, two hundred feet; front yard setback, fifty feet; each side yard setback, fifty feet; and rear yard setback, fifty feet.
- (5) Minor subdivisions in accordance with the provisions of § ZS 1-311 hereof.
- (6) Rural cluster subdivisions in accordance with the provisions of § ZS 1-308 hereof.
- (7) Consolidated development rights subdivisions in accordance with the provisions of § ZS 1-309 hereof.
- (8) Major cluster subdivisions in accordance with the provisions of §§ ZS 1-307 and ZS 1-311 hereof.
- (9) Golf courses, including golf driving ranges but not miniature golf courses, subject to the provisions of § ZS 1-325 hereof.
- (10) Public and private conservation areas, including wildlife reservations, arboretums and demonstration forests. Minimum lot requirements shall apply for structures only and shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.

4. Editor's Note: Former Subsection (b)(2), Aquaculture, was repealed 10-21-2014 by Bill No. 14-11. Bill No. 14-11 also renumbered former Subsection (b)(3) through (16) as Subsection (b)(2) through (15), respectively.

- (11) Fishing, trapping and hunting blinds and wildlife observation structures. No lot requirements shall apply.
- (12) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
- (13) Monopoles up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.
- (14) Small and medium wind energy conversion systems up to a maximum of one hundred feet in height, subject to the provisions of § ZS 1-344 hereof.
- (15) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.

(c) Special exceptions. The following principal uses and structures may be permitted by special exception in the E-1 District in accordance with the provisions of § ZS 1-116(c) hereof.

New →

- (1) Firehouses and other public buildings, structures and uses. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet.
- (2) Schools. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.
- (3) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, eighty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof.
- (4) The conversion of an existing historic or architecturally significant dwelling into an inn of a type compatible with the character of the neighborhood but not for use as a nightclub, tavern or roadhouse. To be considered "historic," a dwelling must be on or eligible for inclusion on the National Register of Historic Places. Existing inactive inns may be reactivated under the provisions of this section. The dwelling may not be enlarged to the extent that the public areas of the inn constitute an addition of more than fifty percent of the first floor area of the original dwelling. Dining facilities are permitted, but dining areas may not exceed fifty square feet per sleeping room. Required parking shall be the same as required for hotels/motels. No external architectural modifications which alter the original character of the dwelling shall be permitted. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Historic inns shall be established only with Health Department

- (2) Signs on the premises advertising a lawful use conducted on the premises and temporary and directional signs. All signs shall be subject to the provisions of § ZS 1-324 hereof.
  - (3) Waterfront structures, subject to the provisions of § NR 2-102 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland and § ZS 1-335 hereof.
  - (4) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.
  - (5) Generally, uses and structures customarily associated with and directly incidental to the permitted principal uses and structures.
- (e) Height regulations. Except for certain other buildings, structures or parts thereof as provided in § ZS 1-305 hereof, no structure shall exceed either four stories or forty-five feet in height.
- (f) Additional provisions. The following additional provisions shall apply to all uses and structures in the CM District:
- (1) With the exception of commercial fishing and aquaculture operations, processes and equipment employed and goods processed, stored or sold shall be limited to those which do not create odor, dust, smoke, cinders, gas, noise, light trespass, vibration, radiation, refuse matter, water-carried waste or other nuisance.
  - (2) All development shall be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.
  - (3) Any side yard setback for a commercial building in the CM District may be reduced to zero where a party wall is provided.
  - (4) Any dwelling unit or manufactured home for residential purposes legally existing as of the effective date of this regulation may be subdivided from the main parcel, provided that the newly created parcel meets all of the lot requirements for such dwelling unit or manufactured home as specified in the R-4 General Residential District (see § ZS 1-208 hereof) and the remaining portion of the main parcel meets all of the lot requirements for the existing or proposed commercial marine use of the property.
  - (5) Except where adjacent to water, all storage and construction yards shall be completely enclosed by a fence no less than eight feet in height.
- (g) Other regulations. The uses and structures permitted in the CM District shall be subject to the applicable regulations contained in Subtitle ZS1:I, General Provisions, and Subtitle ZS1:III, Supplementary Districts and District Regulations, of this Title.

**§ ZS 1-215. RP Resource Protection District.**

- (a) Purpose and intent. This district is intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development

- (7) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
  - (8) Small wind energy conversion systems up to a maximum of seventy-five feet in height, subject to the provisions of § ZS 1-344 hereof.
  - (9) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.
- (c) Special exceptions. The following principal uses and structures may be permitted by special exception in the RP District in accordance with the provisions of § ZS 1-116(c) hereof:
- (1) Single-family dwellings. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet.
  - (2) Manufactured homes for residential use. Minimum lot requirements shall be: lot area, forty thousand square feet; lot area per manufactured home, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet, and subject to the provisions of §§ ZS 1-305(r) and § ZS 1-314 hereof. See additional provisions in Subsection (f) hereof.
  - (3) Minor subdivisions in accordance with the provisions of § ZS 1-311 hereof.
  - (4) Agriculture, including feeding lots, dairy barns, agricultural lagoons, poultry and hog houses and noncommercial grain dryers. No lot requirements shall apply for field crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. All grain dryers, feeding lots, dairy barns, lagoons, poultry and hog houses and other uses involving the concentrated handling or containment of animals or fowl shall be located at least two hundred feet from any property line or public road right-of-way.
  - (5) Public and private (commercial and noncommercial) marinas, including facilities for boat fueling, launching, recovery and dockage. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
  - (6) Public and private noncommercial cultural, social and recreational areas and centers, including parks, playgrounds, beaches, country clubs, boat landings, swimming pools, golf courses, including golf driving ranges, and summer camps. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject

New →

- (8) Amendments or changes to the approved HCA development plan may not require an additional public hearing but shall require the review and approval of both the Planning Commission and the County Commissioners. Such plan amendments and additions will be signed and retained in the same manner as the original development plan.

**§ ZS 1-305. Lot requirements generally.**

- (a) Definitions. For the purposes of this Title, the following definitions shall apply:

DENSITY, MAXIMUM — The maximum number of dwelling units or manufactured homes permitted per given unit of lot area as prescribed for residential development in each zoning district. Maximum yield shall be computed as the total net lot area multiplied by the maximum density permitted.

DENSITY, PROPOSED — Computed as the total number of dwelling units or manufactured homes proposed for the entire project divided by the total net lot area of the project.

LOT AREA — Refers to "net lot area" unless specifically stated otherwise.

LOT AREA, BUILDABLE — That portion of the net lot area remaining for building purposes once adjusted to subtract out the area of all easements, required yard setbacks, septic disposal areas, private wetlands and nontidal wetlands and their buffers. Every lot must have a buildable area of not less than two thousand five hundred square feet of contiguous area with usable access.

LOT AREA, GROSS — The gross area of a lot, parcel or other piece of land shall be calculated as the area bounded by the property lines.

LOT AREA, NET — The net area of a lot, parcel or other piece of land shall be calculated as the area bounded by the property lines, except that the area of public and private rights-of-way and state wetlands and the area of the strip connecting to the road in the case of a flag lot shall not be included as part of the net lot area unless specifically permitted for the structure or use involved. Easements other than required road widening strips may be included in the lot area, and private wetlands and easements may be included as part of any yard setback unless otherwise prohibited.

LOT, CORNER — A lot abutting two or more public or approved private roads at their intersection or two parts of the same road and in either case forming an interior angle of less than one hundred thirty-five degrees. A corner lot shall provide a front yard along all property lines abutting a public or approved private road. A corner lot need not provide a rear yard but must provide side yards along all other lot lines.

LOT, FRONT OF — The side or sides of a lot which abut a public road, approved private road, or right-of-way or, in the case of a rural cluster subdivision or landlocked parcel, an access easement established to serve the subdivision or landlocked parcel.

(1) Where more than one principal structure is located on a single lot, there shall be not less than ten feet between such structures. This provision shall apply in addition to and not in lieu of any other provisions of this Title.

(2) In a farm building group, except for a dwelling, no minimum distance between structures shall apply.

(p) Limitations on accessory uses and structures.

(1) Accessory structures shall not cover more than thirty percent of the required rear yard.

(2) Accessory buildings shall be at least six feet from any other building on the same lot, from any right-of-way and from lot lines of adjoining lots which are in any A, E, V, R or RP District.

(3) No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued; provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner.

(q) Recreational vehicles and watercraft. In all districts, it shall be permissible to store recreational vehicles and watercraft owned by the property owner or resident of the premises out of doors as an accessory use and subject to the provisions of § BR 3-106 of the Building Regulations Article and § PH 1-104 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland.

(1) Recreational vehicles may not be occupied unless specifically allowed by the district regulations and in accordance with Health Department regulations.

(r) Agricultural protection setback for all districts.

(1) All dwellings, manufactured homes, manufactured home park sites, schools, churches, rest homes, hospitals and day-care centers shall be located at least two hundred feet from any preexisting grain dryer, feeding lot, dairy barn, agricultural lagoon, poultry or hog house or other use or structure involving the concentrated handling or containment of animals or fowl located on another lot, provided that this provision shall not be applied to prohibit such construction on any residential building lot platted among the land records of the County as of September 23, 1978.

(2) All grain dryers, feeding lots, dairy barns, agricultural lagoons, aquaculture ponds, poultry and hog houses and other uses involving the concentrated handling or containment of animals or fowl shall have a front yard setback of at least fifty feet and shall be located at least two hundred feet from any:

- A. E, V, R or RP District boundary line.
- B. Preexisting dwelling, manufactured home, manufactured home park site, school, church, assisted living facility, hospital or day-care center located on another lot.

**§ ZS 1-306. Access to structures.**

- (a) Frontage. Every building erected, located, converted, enlarged or altered shall be located on a lot having a front lot line not less than thirty-five feet in length on a public road or approved private road and have access to such road, except:
- (1) Lots approved as part of a unified development by the Planning Commission or Board of Zoning Appeals.
  - (2) Agricultural structures (excluding farm dwellings) and noncommercial cabins, manufactured homes, recreational vehicles and trailers for seasonal use only as permitted in the A and RP Districts.
  - (3) Farm dwellings, provided that they shall be connected with a public road or approved private road by a right-of-way of not less than twenty feet in width which serves not more than four farm building groups nor serves any major subdivision.
  - (4) Lots approved as a rural cluster subdivision in the A-1, A-2, or E-1 Districts. A maximum of six lots may be connected to a public road or approved private road by a right-of-way or access easement of not less than twenty feet in width. Any right-of-way or access easement created to serve such lots shall be constructed and stabilized in such a manner as to provide for safe access for emergency vehicles. The lot owners served by such a right-of-way or access easement shall execute appropriate agreements to provide for the continued maintenance of the right-of-way or access easement by the lot owners. These executed agreements shall be approved by the Department and recorded among the land records of Worcester County prior to or simultaneously with the recordation of the subdivision plat.
  - (5) Lots approved as a consolidated development rights subdivision in the A-2 and E-1 Districts. A maximum of six lots may be connected to a public road or approved private road by a right-of-way or access easement of not less than twenty feet in width. Such subdivisions containing more than six lots may be connected to a public road or approved private road by a right-of-way, access easement or approved private road of not less than twenty-four feet in width. Any right-of-way or access easement created to serve such lots shall be constructed and stabilized in such a manner as to provide for safe access for emergency vehicles. The lot owners served by such a right-of-way or access easement shall execute appropriate agreements to provide for the continued maintenance of the right-of-way or access easement by the lot owners. These executed agreements shall be approved by the Department and recorded among the land records of Worcester County prior to or simultaneously with the recordation of the subdivision plat.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

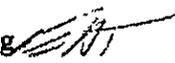
### Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008  
[www.co.worcester.md.us/drp/dropindex.htm](http://www.co.worcester.md.us/drp/dropindex.htm)

PLANNING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

### MEMORANDUM

To: Worcester County Planning Commission  
From: Edward A. Tudor, Director, Development, Review and Permitting   
Date: September 30, 2016  
Re: Poultry Regulations

\*\*\*\*\*

Pursuant our discussion at your last meeting, attached herewith you will find the staff version of draft text amendment language to address the concerns relative to the proposed poultry regulations. While it is similar in style to Mr. Scrimgeour's application, the language does differ in substance. It addresses the various staff concerns I discussed at the September 1<sup>st</sup> meeting and alters certain definitions such as that of medium and large poultry operations and tunnel ventilation, while also modifying the proposed setbacks to property lines and tunnel ventilation fans.

I have also included a table that compares various aspects of the draft regulations to Mr. Scrimgeour's application, as well as the regulations recently passed in both Wicomico and Somerset Counties. As always, staff will be available to present our version at your next meeting of October 6, 2016 and to assist you in any way we can with your deliberations on the issue.

**POULTRY REGULATION COMPARISON**

|                                 | Mr. Scrimgeour's Text Amendment                                 | Wicomico County                              | Somerset County                                                    | Worcester County Staff Version             |
|---------------------------------|-----------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------|--------------------------------------------|
| Poultry Operations <sup>1</sup> | Yes                                                             | Yes                                          | Yes                                                                | Yes                                        |
| Setbacks <sup>2</sup>           | Small: 100'<br>Medium & Large: 500'<br>+ 50% for adjoining uses | 200'<br>400' to dwelling on an adjoining lot | 200' front<br>100' side and rear<br>400' to certain adjoining uses | Small: 100'<br>Medium: 200'<br>Large: 300' |
| Setbacks for Tunnel Fans        | 1,000'                                                          | 500' to 600'                                 | 500'                                                               | 500'                                       |
| Landscape buffers               | 30'                                                             | 20' to 40'                                   | 30'                                                                | 30'                                        |
| Density                         | Sliding scale                                                   | None                                         | 25% lot coverage                                                   | Sliding scale                              |
| "Participating" <sup>3</sup>    | Yes                                                             | No                                           | Yes                                                                | No                                         |
| Reverse Setbacks                | Yes, 200'                                                       | Yes, same as standard setbacks listed above  | No                                                                 | Yes, 200'                                  |
| Setback Reduction <sup>4</sup>  | Yes, maximum 100'                                               | By special exception only                    | No                                                                 | Yes, maximum 100'                          |
| Special exception required      | Over 108,000 sq. ft.                                            | In R Districts                               | Over 225,000 sq. ft.                                               | Over 176,000 sq. ft.                       |

<sup>1</sup> Includes all aspects of the poultry operation that must meet the required yard setbacks

<sup>2</sup> All setbacks are measured to property lines unless otherwise listed

<sup>3</sup> System whereby neighbors can agree to a reduction in the required yard setbacks

<sup>4</sup>Setback reduction allowed where additional landscape buffer is provided



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

## MEMORANDUM

BOARD OF APPEALS  
PLANNING COMMISSION  
AGRICULTURAL PRESERVATION

ELECTRICAL BOARD  
SHORELINE COMMISSION  
LICENSE COMMISSIONERS

To: Worcester County Planning Commission  
From: Edward A. Tudor, Director   
Date: May 26, 2016  
Re: Text Amendment Application – Poultry Regulations

\*\*\*\*\*

The attached text amendment was submitted by Harold Scrimgeour and seeks to amend the Zoning and Subdivision Control Article to establish new regulations with regard to poultry houses and poultry operations. Although Mr. Scrimgeour's initial application proposed to change sections ZS 1-305(r)(1) and (r)(2) relative to the agricultural protection setbacks, the resulting amendment is actually much more extensive.

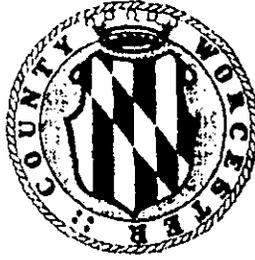
Due to the nature of the amendment and the amount of information supplied, staff took a somewhat different approach in the processing of the amendment. Rather than individually provide the application for comment to Phyllis Wimbrow, Deputy Director and Jennifer Keener, Zoning Administrator, we chose to meet collectively with the Mr. Scrimgeour. We attempted to try and gain a better understanding of his objectives and to explain to him how his ideas related to the existing provisions in the code. From that initial meeting, staff began to try and assemble the ideas into some type of code format. We met again a second time to further refine our work. In addition, I personally had follow-up discussions with Mr. Scrimgeour to ensure that the final product accomplished his objectives and to gain his acknowledgement that the code language as drafted would constitute his text amendment request.

As you will see, this is a complex amendment and I don't believe its ramifications should be taken lightly. To assist you in your review, I have also enclosed a copy of a memorandum I originally prepared for Mr. Harold Higgins, Chief Administrative Officer, which summarizes current zoning law as it pertains to poultry houses. You will see that the proposed language basically changes the entire approach to poultry operations. It removes poultry houses from the list of typical agricultural structures in the code and establishes an entirely new section dealing with just poultry operations. It also defines a number of new terms: greatly increases setbacks beyond current standards; establishes a density limitation on poultry houses by the use of a

sliding scale that increases the lot area requirements as the number of poultry houses increases; eliminates poultry houses from the E-1 Estate District as a permitted use; requires vegetative buffers to be established; and establishes provisions for reductions in setbacks and buffers.

I strongly encourage you to become completely familiar with the provisions in the proposed amendment and be prepared to spend an adequate amount of time at your upcoming meetings to address the issue. As always staff stands at the ready to assist you in any way with regard to your discussions of the amendment.

cc: Maureen Howarth, County Attorney  
Phyllis Wimbrow, Deputy Director  
Jennifer Keener, Zoning Administrator



Please Type  
or  
Print in Ink

**Worcester County Commissioners  
Worcester County Government Center  
1 W. Market St., Room 1103  
Snow Hill, Maryland 21863**

PETITION FOR AMENDMENT OF OFFICIAL TEXT  
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: 2-29-11

Date Received by Planning Commission: \_\_\_\_\_

Date Reviewed by Planning Commission: \_\_\_\_\_

Planning Commission Recommendation Received by \_\_\_\_\_

on \_\_\_\_\_  
(Date)

1. Application - Proposals for amendments to the text of the Zoning Ordinance may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agencies of the County. Check applicable status below:

A. Resident of Worcester County.

B. Taxpayer of Worcester County.

C. Governmental Agency.  \_\_\_\_\_  
(Name of Agency)

2. Proposed Change to Zoning Ordinance Text.

A. Section Number: ZS1-305 (R) (1) (2)

B. Page Number: \_\_\_\_\_

C. Proposed revised text, addition or deletion:

See Attachment B pages

III. Reasons for Requesting Text Change.

A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

Larger scale operations

IV. Signature of Applicant

HAROLD SCRIMGEOUR

Signature

Address

Phone

Date



51728 Georgetown Landing Rd

2-29-16

Stockton, MD

410-251-6726

V. General Information Relating to the Text Change Process.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Procedure for Text Amendments - Text amendments shall be passed by the County Commissioners of Worcester County as public local laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

## Proposed New Poultry Regulations

- 1) Minimum in all zoning categories five acres per proposed house apply to new operations or expansion of existing operations. (Excludes replacement see #2)
- 2) Distinction made between existing poultry house replacement and proposed new operations. the replacement of existing house (fire, storm, arson, etc) would utilize the same setbacks and requirements that existed for the house being replaced at the time it was built, with no more than 10% increase in foot print and repositioning from SWM requirements. The addition of new houses to an existing operation would be subject to current zoning requirements. Out of production or now destroyed houses shall be grandfathered as replacement houses if at least 75% of the structure is functional, existing footprint can not be expanded by more than 10% if so then considered new operations and subject to current requirements.
- 3) For all new poultry houses (new and replacement) setbacks can be reduced by up to 100' with the planting of a vegetative buffer at a two to one ratio, maximum 100' reduction. The vegetative buffer is to be planted around the "active portions" of the operation. Active portion is defined as where poultry is loaded/unloaded; and where the feed bins, tunnel fans and manure sheds are located. A minimum 30' vegetative buffer shall be required around all active portions on all size projects.
- 4) For new operations, setbacks will vary based on the size of the operation (replacement and new) and whether adjoining landowners are participating or non participating both as to unimproved land and improvements.

### Setbacks:

#### A) Small Operation (1-3 houses) sq ft or number birds

Non participating 300' property line, 500' existing residential structure  
Participating 50' property line, 200' existing residential structure  
Non participating 1000' from tunnel fans to residential structure  
200' public road  
\* reduction #2

#### B) Medium Operation (4-6 houses) sq ft or number birds (125,000 CAFO requirements)

Non participating 400' property line, 600' existing residential structure  
Participating 50' property line, 200' existing residential structure  
Non participating 1000' from tunnel fans to residential structure  
200' public road  
\*reduction \*#2

#### C) Large Operation (7 + houses) sq ft or number birds

Non participating 500' property line, 700' existing residential structure  
Participating 50' property line, 200' existing residential structure  
Non participating 1000' from tunnel fans to residential structure (no reduction)  
200' public road

5) Large Operation non participating setbacks shall apply to all size new operations (small, medium or large) which adjoin; residential zoning, commercial zoning, schools, churches, day cares, nursing homes, major collector roads or minor continuous subdivisions (cluster) of greater than eight occupied lots. No provision for participating reduction.

5) Small and Medium Operations' are allowed uses in the A-1, A-2, I-1 Zoning Categories, special exception in R, V, E, C, RPD

6) Large Operations require special exception in all zoning categories and are excluded from R and C. Variance can not reduce large operation setbacks below level of small operation both participating and non participating requirements. ( It is anticipated that an applicant will need to provide a substantial buffer to help justify a variance request also consider in variance request the likelihood adjoining properties can be developed, State Maryland Land, Easements, Wetlands, Chesapeake Forest Lands, SMZ, etc)

7) For all new Operations, small, medium, large and replacement, a Poultry Landscaping Plan will be required to be submitted to the Planning and Zoning Department for approval prior to the issuance of any permits. The Poultry Landscaping Plan can be prepared by landowner (hand drawn) or landowners' representative and shall show the buffers required around the active portions of the operation, and shall be in accordance with the guidelines contained in DPI's "Veb tool-Kit -a Guide to Vegetative Environmental Buffers for Tunnel - Ventilated Poultry Farms" or be in accordance with guidelines established by NRCS (Natural Resources conservation Service of USDA, formally the Soil Conservation Service). Landowners shall have the option to build or bond (\$1,500 maximum) the planting requirements.

**Definitions:**

8) Tunnel Ventilation Fan (definition to be added). Tunnel fans shall be directed to place no greater burden to adjoining landowners than the poultry owner places upon himself.

9) By definition existing adjoining poultry operations are considered participating landowners as to property line setbacks (and structures??) whether they sign the Participating Land Owner Agreement Form or not.

10) Allows for the temporary administrative consolidation of parcels owned by the same landowner or landowner's direct family members (does not require same name ownership) to meet minimum acreage and setback requirements. By filing temporary

consolidating document in the land records all grandfathered development rights shall remain intact.

11) Participating Land Owner Agreement Form to be created. Shall have provisions for notary, sketch plan and must state required, requested and agreed to setbacks.

12) Projects that have received preliminary/concept SWM/Site plan approvals by xx/yy/xyxy are considered grandfathered.

*Participating Land Owner Agreement Form*

*Poultry Operator:* \_\_\_\_\_

*Adjoining Land Owner:* \_\_\_\_\_

*Required non participating setback 600' request 100' agreed to 150'*

*Sketch Map*

*I being the adjoining landowner agree to reduce the setbacks.*

*Agreed to :* \_\_\_\_\_

*Notary*

13) Projects that have received preliminary/concept SWM/Site plan approvals by xx/yy/xyxy are considered grandfathered.

14) Setbacks measured from poultry house foundation or manure/compost/digester shed not SWM pond, road, etc.

## Proposed New Poultry Regulations

1) Medium Operation in all zoning categories five acres per poultry house. Large operations shall require ten acres per poultry house.

### 2) Setbacks:

A) Small Operation less than 25,000 sq ft no tunnel ventilation  
200 residence, 100 property line

B) Medium Operation less than 100,000 sq ft (intended to be <CAFO)  
500' to property line  
1,000' from fan to residence

C) Large Operation greater than 100,000 sq ft  
500' to property line  
1,000' from fan to residence

3) For all new poultry houses setbacks can be reduced by up to 100' with the planting of a vegetative buffer at a one to one ratio, maximum 100' reduction. The vegetative buffer is to be planted around the "active portions" of the operation. Active portion is defined as where poultry is loaded/unloaded; and where the feed bins, tunnel fans and manure sheds are located. A minimum 30' vegetative buffer shall be required around all active portions on all size projects. As per Worcester County Buffer landscape requirement.

4) 150% of setback requirements shall apply to projects which adjoin; residential zoning, commercial zoning, schools, churches, day cares, nursing homes, major collector roads or minor continuous subdivisions of greater than eight lots. No provision for participating reduction.

5) Small and Medium Operations' are allowed uses in the A-1, A-2, Zoning Categories, special exception in RPD. Large are by special exception in the A-1, A-2, RPD zoning categories

6) Participating Adjoining Landowners can agree to setbacks at 100' property line 200' residence (current requirements) with adjoining landowner participating agreement. Participating Land Owner Agreement Form to be created.

Sample:

*Participating Land Owner Agreement Form*

*Poultry Operator:* \_\_\_\_\_

*Adjoining Land Owner:* \_\_\_\_\_

*Required non participating setback 600' requested 100' agreed to 150'*

*Sketch Map*

*I being the adjoining landowner agree to reduce the setbacks.*

*Agreed to : \_\_\_\_\_*

*Notary*

\* By definition existing adjoining poultry operations are considered participating landowners as to property line setbacks and residences whether they sign the Participating Land Owner Agreement Form or not.

( It is anticipated that an applicant will need to provide a substantial buffer to help justify a variance request also consider in variance request the likelihood adjoining properties can be developed, State Maryland Land, Easements, Wetlands, Chesapeake Forest Lands, SMZ, etc)

8) Tunnel Ventilation Fan (definition to be added). Tunnel fans shall be directed to place no greater burden to adjoining landowners than the poultry owner places upon himself.



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

BOARD OF APPEALS  
PLANNING COMMISSION  
AGRICULTURAL PRESERVATION

ELECTRICAL BOARD  
HOPELINE COMMISSION  
LICENSE COMMISSIONERS

## MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*  
DATE: March 8, 2016  
RE: Poultry House Regulations

This memorandum is in follow-up to your request for a summary of our current zoning regulations with respect to poultry houses in general and in particular as to how they apply to what have been characterized by some as “mega” poultry farms or “factory farms.”

The raising of poultry for sale and poultry houses are specifically contained in the definition of “agriculture” as contained in § ZS 1-103 of the Zoning Ordinance. The definition of agriculture also references the definition of a “farm,” which is defined as “A lot or parcel of five acres or more which is conscientiously and consistently managed for bona fide agricultural purposes.”

Agriculture, including poultry houses, is a principal permitted use in the **A-1 and A-2 Agricultural Districts** and in the **E-1 Estate District**. In fact, in all three zoning districts “Agriculture” is the first permitted principal use listed. The current minimum lot requirements and setbacks in all three districts for principal structures are as follows:

- Minimum lot area: • 5 Acres
- Minimum lot width: • 200 feet
- Front yard setback: • 35 feet
- Side yard setback: • 20 feet (A-1/A-2) 50 feet (E-1)
- Rear yard setback: • 20 feet (A-1/A-2) 50 feet (E-1)

The setbacks for poultry houses, however, are modified by Agricultural protection setbacks for all districts specified in § ZS 1-305(r)(2) as follows:

- Front yard setback: • 50 feet
- Additional setback: • 200 feet from any Estate, Village, Residential, or Resource Protection zoning district boundary line; and
- 200 feet from any preexisting dwelling, manufactured home park

site, school, church, assisted living facility, hospital, or day-care center located on another lot

Poultry houses are also permitted in the **RP Resource Protection District** but only by special exception. The minimum lot requirements are the same as the A-1/A-2 district, except that there are additional setbacks for poultry houses as follows:

- Additional setback: • 200 feet from all property lines or public road rights-of-way

There are no landscaping, buffering or screening requirements required for any poultry house nor are there any limits on the number of poultry houses allowed on a particular lot or parcel by the Zoning Ordinance. The number of poultry houses would only be limited by the physical constraints of the land, such as having enough area for the required operations themselves, the necessary setbacks, adequate stormwater management facilities, and any requirements of the poultry companies themselves. Please note that the limited requirements in the Zoning Ordinance are consistent with the purpose and intent statements of both the A-1 and A-2 Agricultural Districts as well as with § ZS 1-347, the County's Right to Farm Law, all of which support the primary goal of preserving, encouraging and protecting agricultural operations in the rural areas of Worcester County.

After a lull in poultry house construction as a result of actions at the State level, 2015 brought renewed interest in poultry house construction. Attached herewith you will find a table prepared by Jennifer Keener, Zoning Administrator, that details the permit activity for poultry houses in 2015 and which also shows the cumulative number of houses on the farms that added additional houses in 2015.

To date, Worcester County has largely avoided the controversy that has developed in other counties with respect to poultry operations in general and large poultry operations in particular. I believe this is due in large part to our strong agricultural zoning district regulations which have not allowed large residential subdivisions to be located in agriculturally zoned areas which would directly conflict with poultry operations. Some years ago, I met with Chief Administrative Officer Jerry Mason at his request to discuss this matter. The general concept we discussed was a density-based system with marginal increases in setbacks which would allow up to 2 poultry houses on a 5-acre lot, with each additional poultry house requiring an additional 5, 8, or 10-acres of lot area per additional poultry house, thereby creating less impact on adjacent properties. The maximum number of poultry houses permitted per parcel would be 12 which would require a minimum lot area of 91 acres. Of course, this is simply conceptual at this time.

However, please be advised that the Department received a text amendment application submitted by Harold Scrimgeour on Monday, February 29, 2016, seeking to establish new regulations for poultry houses in general. His application does not specify particular sections of the Zoning Ordinance that he is seeking to amend but rather is a collection of standards and requirements that will need to be worked into a format that matches our Zoning Ordinance. In accordance with our procedures for processing text amendments, staff met with Mr. Scrimgeour to review his application. As a result of our meeting, Mr. Scrimgeour will be revising his application and providing a bit of additional information, all of which the staff will use to put his text amendment application in the appropriate form for review by the Planning Commission at a future meeting. I believe that Mr. Scrimgeour would be amenable to adding the above concept into his proposed text amendment.

As always, should you need any additional information, please do not hesitate to ask.

EAT/phw

cc: Phyllis Wimbrow, Deputy Director  
Jennifer Keener, Zoning Administrator

Poultry House Zoning Permits, January 2015 to May 2016

| Permit #  | Tax Map | Parcel | Lot | Number houses permitted | Size of new houses                   | Total square footage of new houses | Total # houses overall | Property acreage |
|-----------|---------|--------|-----|-------------------------|--------------------------------------|------------------------------------|------------------------|------------------|
| 15-0014   | 48      | 9      |     | 1                       | 41' by 500'                          | 20,500                             | 2                      | 20               |
| 14-0672   | 31      | 4      |     | 1                       | 61' by 560'                          | 34,160                             | 5                      | 40.14            |
| 14-1208   | 49      | 144    | 1A  | 4                       | 60' by 600'                          | 144,000                            | 8                      | 34.72            |
| 15-0127   | 99      | 19     |     | 3                       | 67' by 652'                          | 131,052                            | 11                     | 77.28            |
| 15-0447 * | 53      | 49     | 2A  | 4                       | 60' by 600'                          | 144,000                            | 9                      | 42.86            |
| 15-0191   | 85      | 94     |     | 3                       | 60' by 560'                          | 100,800                            | 7                      | 39.41            |
| 15-0590   | 31      | 4      |     | 1                       | 61' by 560'                          | 34,160                             | 5                      | 40.14            |
| 15-0971   | 32      | 232    |     | 2                       | 67' by 600' & 67' by 632'            | 82,544                             | 4                      | 13.52            |
| 15-0993   | 85      | 70     |     | 3                       | 60' by 560'                          | 100,800                            | 3                      | 41.34            |
| 15-0710   | 30      | 5      |     | 2                       | 66' by 600'                          | 79,200                             | 6                      | 60               |
| 15-0984   | 92      | 194    |     | 3                       | 2 at 60' by 660', one at 60' by 600' | 115,200                            | 5                      | 26.02            |
| 15-1044   | 84      | 52     |     | 4                       | 67' by 501'                          | 134,268                            | 7                      | 33.39            |
| 15-1083   | 78      | 108    | 2   | 6                       | 60' by 600'                          | 216,000                            | 6                      | 53.91            |

\*As an FYI, this is the Minh Vinh property; on Lot 3A he has 5 total houses on 21.89 acres

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**NOTICE  
OF  
PROPOSED CHANGE  
IN ZONING**

SOUTHERLY SIDE OF US ROUTE 50 (OCEAN GATEWAY)  
EASTERLY SIDE OF DALE ROAD

THIRD TAX DISTRICT  
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 404 has been filed by Hugh Cropper, IV, attorney, on behalf of Sun TRS Fort Whaley, LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 28 acres of land located on the southerly side of US Route 50 at the easterly side of Dale Road in the Third Tax District of Worcester County, Maryland, from C-2 General Commercial District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

**PUBLIC HEARING**  
on  
**TUESDAY, OCTOBER 18, 2016**  
at 11:00 A.M.

in the  
COUNTY COMMISSIONERS' MEETING ROOM  
ROOM 1101, WORCESTER COUNTY GOVERNMENT CENTER  
ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863-1072

At said public hearing, the Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 404 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 404 and the Planning Commission's recommendation which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Development Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, Monday through Friday from 8:00 am until 4:30 pm (except holidays).

Madison J. Bunting, Jr., President

1a



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
www.co.worcester.md.us/drp/drpindex.htm

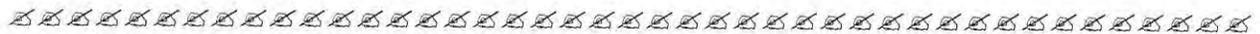
ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

Public Hearing  
Date = October 18, 2016

## MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director  
DATE: September 15, 2016 *EAT*  
RE: Planning Commission Findings of Fact and Recommendation  
Rezoning Case No. 404  
(Sun TRS Fort Whaley, LLC, Applicant, and Hugh Cropper, IV,  
Attorney for the Applicant)



Attached herewith please find the Planning Commission's written Findings of Fact and Recommendation relative to Rezoning Case No. 404, seeking to rezone approximately 28 acres of land located on the southerly side of US Route 50 at the easterly side of Dale Road, at the junction of US Route 50 with MD Route 610 from C-2 General Commercial District to A-2 Agricultural District. The petitioned area is a portion of the property that is the site of the Fort Whaley Campground. The case was reviewed by the Planning Commission at its meeting on August 4, 2016 and given a favorable recommendation.

Also attached for your use is a draft public notice for the required public hearing that must be held by the County Commissioners. An electronic copy has already been forwarded to Kelly Shannahan. Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

EAT/phw

RECEIVED  
SEP 15 2016  
WOR CO ADMIN  
CLANE

APPROVED  
Worcester County Commissioners  
Date 9/20/16

**PLANNING COMMISSION  
FINDINGS OF FACT  
AND  
RECOMMENDATION**

**REZONING CASE NO. 404**

**APPLICANT:**

**Sun TRS Fort Whaley, LLC  
27777 Franklin Road, Suite 200  
Southfield, Michigan 48034**

**ATTORNEY FOR THE APPLICANT:**

**Hugh Cropper, IV  
9923 Stephen Decatur Highway, D-2  
Ocean City, Maryland 21842**

**August 4, 2016**

**WORCESTER COUNTY PLANNING COMMISSION**

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 404, originally filed on April 13, 2016.
- B. APPLICANT: Sun TRS Fort Whaley, LLC  
27777 Franklin Road, Suite 200  
Southfield, Michigan 48034
- APPLICANT'S ATTORNEY: Hugh Cropper, IV  
9923 Stephen Decatur Highway, D-2  
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 18 - Part of Parcel 20 - Tax District 3
- D. SIZE: The petitioned area is approximately 28 acres in size. It is part of a larger parcel which in its entirety totals 72.19 acres in size.
- E. LOCATION: The petitioned area is located on the southerly side of US Route 50 at the easterly side of Dale Road, at the junction of US Route 50 and MD Route 610.
- F. CURRENT USE OF PETITIONED AREA: The petitioned area, as well as the remainder of the parcel of which it is a part, is developed with the Fort Whaley Campground.
- G. CURRENT ZONING CLASSIFICATION: C-2 General Commercial District.
- H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.
- I. ZONING HISTORY: The petitioned area has been zoned C-2 General Commercial District since the 2009 comprehensive rezoning of the County, with the remainder of Parcel 20 being zoned A-2 Agricultural District. At the time zoning was first established in the 1960s Parcel 20 in its entirety was given an A-1 Agricultural District classification. The petitioned area was rezoned to B-2 General Business District by Rezoning Case No. 33 approved by the County Commissioners on March 23, 1971; the remainder of Parcel 20 retained its A-1 Agricultural District classification. Those classifications were retained in the 1992 comprehensive rezoning.
- J. SURROUNDING ZONING: The remainder of Parcel 20 is zoned A-2 Agricultural District. The property on the westerly side of Dale Road, opposite the petitioned area, is zoned C-2 General Commercial District. All other adjacent and nearby properties to the south of US Route 50 are zoned A-1 Agricultural

District. Sensitive areas along the Pocomoke River are zoned RP Resource Protection District. Those properties directly abutting MD Route 610 to the north of US Route 50 are zoned C-2 General Commercial District; other properties are zoned A-1 Agricultural District.

- L. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area is within the Agricultural Land Use Category.
- M. WATER AND WASTEWATER: As it pertains to wastewater disposal and the provision of potable water, the petitioned area itself (nor the existing campground) is not within an area which receives public sewer or water service at the present time. According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property is located within the boundaries of the Fort Whaley sewer planning area.
- N. ROAD ACCESS: The subject property of which the petitioned area is a part fronts on both US Route 50 and Dale Road but only has direct access to Dale Road. That roadway is County-owned and -maintained and is considered a minor local road. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway.

## II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, began his presentation by stating that he is requesting the change in zoning based on a mistake in existing zoning and that he does not assert that there has been a change in the character of the neighborhood. He stated that a mistake in existing zoning does not set a precedent, so it does not have a basis for some other rezoning request in the area. Mr. Cropper introduced his witness, R. D. Hand, landscape architect. Upon questioning by Mr. Cropper, Mr. Hand concurred that there is a mistake in the existing zoning of the petitioned area. Mr. Cropper noted that the Comprehensive Plan states that there is too much commercial zoning in general and asserted that while the existing uses on the petitioned area are quasi-commercial in nature, they are actually amenities incidental to the property's use as a rental campground and are therefore permitted by the campground regulations. Mr. Hand stated that the petitioned area is within the Agricultural Land Use Category according to the Comprehensive Plan and the requested A-2 Agricultural District is consequently compatible with that land use category. He maintained that the large tract of commercial zoning on the subject property is inappropriate in this location. Mr. Cropper questioned Mr. Hand whether it would be an appropriate use to request a special exception for the expansion of the existing rental campground if the petitioned area is indeed rezoned to A-2 Agricultural District. Mr. Hand responded that the existing campground already has the infrastructure to serve additional campsites and that it would be

smart growth to expand an existing campground.

Mr. Cropper explained the history of the uses on the site. The Parker family purchased the subject property in December 1998 and renovated it as a family campground. He stated that at the time of the 2009 comprehensive rezoning the 72.19 acre subject property in its entirety was operating as a complete rental campground, regardless of the zoning. He asserted that the entire property therefore should have been given an A-2 Agricultural District even though there were commercial uses operating as incidental amenities to the campground, rather than approximately 28 acres being placed in the C-2 General Commercial District because of the commercial uses. Mr. Cropper contended that the Zoning Code discourages bisecting a property with different zoning categories and that the subject property should not have been bisected by C-2 General Commercial District and A-2 Agricultural District zoning classifications but instead all placed within the latter zoning category. Mr. Cropper stated that he therefore believes there is a mistake in existing zoning, albeit one made in good faith. He submitted Applicant's Exhibit No. 1, a zoning map showing the petitioned area and surrounding properties. He stated that while the map shows what the applicant considers to be the limitations of the neighborhood, such a definition is not required because the request for rezoning is based solely upon a claim of mistake in existing zoning and not upon a change in the character of the neighborhood.

Upon questioning by Mr. Cropper, Mr. Hand stated that there had been no change to the population of the neighborhood. There are no public facilities serving the site. Wastewater treatment and disposal is currently provided by an on-site septic system; if the campground is able to be expanded with additional campsites, the on-site system will in all likelihood be upgraded to a package plant. Mr. Hand contended that the proposed rezoning will have no impacts to traffic. He noted that the subject property is within the Comprehensive Plan's Agricultural Land Use Category. He contended that the requested A-2 Agricultural District zoning and proposed expansion of the campground are compatible with existing and anticipated development in the area.

Mr. Cropper called Mitch Parker, former owner of the campground, as his next witness. Upon questioning by Mr. Cropper, Mr. Parker asserted that the subject property is appropriate for use as a campground. He stated that he had been in the campground business in Worcester County for over 40 years and that there is absolutely a need for additional camping sites in the County due to the high demand within the three existing rental campgrounds. He maintained that proposed expansion of the campground would be infill and expansion of an existing use. Mr. Parker stated that this campground contains approximately 210 campsites, a number not adequate enough to have the economy of scale necessary to keep the campground functioning well in terms of expenses relative to staffing, facilities, etc. He stated that his goal while owning the property had been to see

the campground expanded, that he had done some preliminary research into the expansion of the septic capacity, and the current owners are pursuing a package plant for wastewater treatment and disposal but economies of scale are necessary for doing so. Mr. Cropper stated that if the rezoning is granted, thus enabling additional campsites, the owners would indeed be upgrading to a package plant which would be better for the economy of scale. Mr. Cropper reiterated that the property has always been operated as a campground with quasi-commercial amenities and that there was no distinction on the site between the two zoning districts. Mr. Cropper concluded his presentation by asserting that the proposed rezoning is more desirable in terms of the Comprehensive Plan.

### III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.
- B. Regarding population change: The Planning Commission concluded that there has been no change to the population of the vicinity surrounding the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that as it pertains to wastewater disposal and the provision of potable water, Robert J. Mitchell, Director of the Department of Environmental Programs, indicated in his response memo (copy attached) that the subject property is located within the boundaries of the Fort Whaley sewer planning area. He stated that a sewer planning area designation of S-1 for the property to be included in the Fort Whaley sewer area was approved under County Commissioners Resolution 09-06 and is a part of the Master Water and Sewerage Plan and that this was done as a requirement to replace one of the two large onsite sewage systems serving the campground. Mr. Mitchell stated that there have been examinations of varying degrees on the potential to expand the onsite sewage disposal capacity of this property and that while the aforementioned amendment did provide capacity for a proposed reconstruction of one of the existing systems on the subject property, it would only be one part of the two large onsite systems providing the capacity to service a rental campground consisting of no more than 210 campsites. He further related that he expects future investigations and findings on just what, if any, increases to the existing capacity will be permitted and approved by local and state agencies. Mr. Mitchell stated the capacity increase to service more campsites could potentially be realized but solutions must be provided to satisfy both treatment and land application concerns. He stated that providing sufficient answers to regulatory concerns with capacity evaluations and site investigations will fall on the shoulders of the owners of the subject property if it is their intent

to proceed with an expansion of the rental campground should this rezoning be approved. Mr. Mitchell stated that as it stands at present, 210 sites are all that is permitted for the campground at this time. He stated that the owner has received a groundwater discharge permit from the state that includes a timetable for the reconstruction of one of their large onsite sewage systems and construction of a wastewater treatment plant to treat the effluent generated from their operations. The Planning Commission determined that fire and ambulance service will be available from the Berlin Volunteer Fire Department, located approximately ten minutes away. No response to the request for comments was received from that fire department. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. No comments were received from the Maryland State Police Barracks or the Worcester County Sheriff's Office. The petitioned area is within the area served by the following schools: Buckingham Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning and that the anticipated expansion of the existing campground if the requested rezoning is approved will necessitate that soil capabilities for additional onsite wastewater treatment and disposal be examined and that the proposed system go through the approval process.

- D. Regarding present and future transportation patterns: The Planning Commission found that the subject property of which the petitioned area is a part fronts on both US Route 50 and Dale Road but only has direct access to Dale Road. That roadway is County-owned and -maintained and is considered a minor local road. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway. With regard to US Route 50 the Comprehensive Plan states that development should be limited until capacity is no longer impacted and that the amount of commercial zoning along US Route 50 should be reduced to maintain its capacity. The Planning Commission found that Donnie L. Drewer, District Engineer, for State Highway Administration District 1, stated in his response memo (copy attached) that rezoning is a land use issue, which is not under the jurisdiction of the State Highway Administration. He also stated if development of the property is proposed in the future, the SHA may require a Traffic Impact Study to determine potential impacts to the surrounding State roadway network and that future development may also require an access permit to be issued from his office. Mr. Drewer further stated that with the exception of his aforementioned comments, SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo (copy attached) that he had no comments relative to this rezoning application. Based upon its review, the Planning Commission found that

there will be minimal negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.

- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is the site of an existing campground with 210 campsites and concluded that the vicinity surrounding the petitioned area is agricultural and rural in character. The remainder of the property of which the petitioned area is a part is zoned A-2 Agricultural District. The property on the westerly side of Dale Road, opposite the petitioned area, is zoned C-2 General Commercial District. All other adjacent and nearby properties to the south of US Route 50 are zoned A-1 Agricultural District. Sensitive areas along the Pocomoke River are zoned RP Resource Protection District. Those properties directly abutting MD Route 610 to the north of US Route 50 are zoned C-2 General Commercial District; other properties are zoned A-1 Agricultural District. The Planning Commission concluded that the existing quasi-commercial uses on the petitioned area are in fact amenities associated with the campground and permitted by the campground regulations. The requested zoning to A-2 Agricultural District would permit the expansion of the existing campground. The Planning Commission concluded that this use is compatible with the neighborhood and is a logical expansion of an existing campground use. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.
- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agricultural Land Use Category. With regard to the Agricultural Land Use Category, the Comprehensive Plan states that the importance of agriculture to the County cannot be overstated, that its significance is economic, cultural, environmental, and aesthetic, and that agriculture is simply the bedrock of the County's way of life. The Plan goes on to say that the County must do all it can do to preserve farming as a viable industry, that this category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted, that large contiguous areas of productive farms and forest shall be maintained for agricultural uses, and that residential and other conflicting land uses, although permitted, are discouraged. Furthermore, the Planning Commission noted that certain pertinent objectives were also cited in the Land Use chapter of the Comprehensive Plan and state that the dominance of agriculture and forestry uses should be continued through the County's less developed regions, that the character of the County's existing population centers should be maintained, that new development should be

located in or near existing population centers and within planned growth centers, and that existing population centers should be infilled without overwhelming their existing character. Other objectives state that development should be regulated to minimize consumption of land, while continuing the County's rural and coastal character, that the supply of commercially zoned land should be balanced with anticipated demand of year-round residents and seasonal visitors, that major commercial and all industrial development should be located in areas having adequate arterial road access or near such roads, and that rural development should be limited to uses compatible with agriculture and forestry. Finally, the Planning Commission noted that relative to commercial land supply, the Comprehensive Plan states that based on industry standards for the relationship of commercial land to market size, an excessive amount of commercial zoning exists in Worcester County. Based upon its review the Planning Commission found that the proposed rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

#### IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Planning Commission found that the vicinity surrounding the petitioned area is rural and agricultural in nature and that it is classified by the Comprehensive Plan as being within the Agricultural Land Use Category. Furthermore, the Comprehensive Plan states that there is an overabundance of commercially zoned land in the County. The Planning Commission found that a commercial zoning classification is not needed on the petitioned area because the existing quasi-commercial uses are actually accessory uses allowed as amenities to the campground. The Planning Commission recognized that, if rezoned, the petitioned area could be put to any use permitted by the proposed A-2 Agricultural District but concluded that the proposed rezoning would permit what is essentially infill development by allowing the expansion of an existing campground and that this would be an appropriate form of smart growth for the area. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 404, seeking a rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District.

#### V. RELATED MATERIALS AND ATTACHMENTS

**STAFF REPORT**

**REZONING CASE NO. 404**

**PROPERTY OWNER:** Sun TRS Fort Whaley, LLC  
27777 Franklin Road, Suite 200  
Southfield, MI 48034

**ATTORNEY:** Hugh Cropper, IV  
9923 Stephen Decatur Highway, D-2  
Ocean City, Maryland 21842

**TAX MAP/PARCEL INFO:** Tax Map 18 - Part of Parcel 20 - Tax District 3

**SIZE:** The petitioned area is approximately 28 acres in size. It is part of a larger parcel identified as Parcel 20. Parcel 20 in its entirety totals 72.19 acres in size.

**LOCATION:** The petitioned area is located on the southerly side of US Route 50 at the easterly side of Dale Road, at the junction of US Route 50 with MD Route 610.

**CURRENT USE OF PETITIONED AREA:** The petitioned area (as well as the remainder of the parcel of which it is a part) is developed with the Fort Whaley Campground.

**CURRENT ZONING CLASSIFICATION:** C-2 General Commercial District

**REQUESTED ZONING CLASSIFICATION:** A-2 Agricultural District

**APPLICANT'S BASIS FOR REZONING:** According to the application, the request for rezoning is based on a mistake in the existing zoning classification.

**ZONING HISTORY:** The petitioned area has been zoned C-2 General Commercial District since the 2009 comprehensive rezoning of the County, with the remainder of Parcel 20 being zoned A-2 Agricultural District. At the time zoning was first established in the 1960s Parcel 20 in its entirety was given an A-1 Agricultural District classification. The petitioned area was rezoned to B-2 General Business District by Rezoning Case No. 33 approved by the County Commissioners on March 23, 1971; the remainder of Parcel 20 retained its a-1 Agricultural District classification. Those classifications were retained in the 1992 comprehensive rezoning.

**SURROUNDING ZONING:** The remainder of Parcel 20 is zoned A-2 Agricultural District. The property on the westerly side of Dale Road, opposite the petitioned area, is zoned C-2 General Commercial District. All other adjacent and nearby properties to the south of US Route 50 are zoned A-1 Agricultural District. Sensitive areas along the Pocomoke River are zoned RP Resource Protection District. Those properties directly abutting MD Route 610 to the north of US Route 50 are zoned C-2 General Commercial District; other properties are zoned A-1

Agricultural District.

**COMPREHENSIVE PLAN:**

According to Chapter 2 - Land Use of the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agricultural Land Use Category. With regard to the Agricultural Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county’s way of life. The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses and residential and other conflicting land uses, although permitted, are discouraged.” (Page 18)

Pertinent objectives cited in Chapter 2 - Land Use state the following:

- .....
- 2. Continue the dominance of agriculture and forestry uses through the county’s less developed regions.
- 3. Maintain the character of the county’s existing population centers.
- 4. Locate new development in or near existing population centers and within planned growth centers.
- .....
- 6. Infill existing population centers without overwhelming their existing character.
- .....
- 8. Regulate development to minimize consumption of land, while continuing the county’s rural and coastal character.
- .....
- 15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors.
- 16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.
- .....
- 19. Limit rural development to uses compatible with agriculture and forestry.
- .....

(Pages 12, 13)

Also in Chapter 2 - Land Use, under the heading Commercial Land Supply, the Comprehensive Plan states:

“Based on industry standards for the relationship of commercial land to market size, an

excessive amount of commercial zoning exists in Worcester County. Discounting half the vacant land in this category as unbuildable, the remaining land if developed would have the capacity to serve a population of over 2 million people; the County's peak seasonal population is less than 25 percent of this number." (Page 24)

In Chapter 4 - Economy, the Comprehensive Plan provides a number of objectives related to Tourism. Certain of these state the following:

- "1. Support the traditional resort industry while diversifying this offering with a broader range of high caliber recreational/cultural facilities.
2. Encourage the development of sports, cultural or other large attractions to reinforce the county's traditional attractions.
- .....
4. Work with the towns to support their tourism efforts.
5. Expand eco-tourism opportunities through environmental, heritage and cultural attractions.
6. Accommodate the location of year-round recreational and resort oriented land uses.
7. Develop facilities and attractions that continue full operation in the non-peak seasons.
8. Recognize and provide for the needs of the hunting, fishing, and boating sectors." (Pages 58, 59)

This chapter also includes objectives related to Commercial Services. Certain of these state the following:

- "1. Locate commercial and service centers in major communities; existing towns should serve as commercial and service centers.
2. Provide for suitable locations for commercial centers able to meet the retailing and service needs of the population centers.
- .....
4. Bring into balance the amount of zoned commercial locations with the anticipated need with sufficient surplus to prevent undue land price escalation.
5. Locate commercial uses so they have arterial road access and are designed to be visually and functionally integrated into the community.
- ....." (Page 60)

In the same chapter, under the heading Commercial Facilities, the Comprehensive Plan states:

"Retailing is one of the largest employers in the County and is a significant contributor to the economy. Currently, designated commercial lands far outstrip the potential demand for such lands. When half of these lands are assumed to be undevelopable (wetlands and other constraints), the potential commercial uses can serve an additional population of over two million persons. The supply of commercial land should be

brought more in line with potential demand. Otherwise, underutilized sites/facilities and unnecessary traffic congestion will result." (Page 62)

In Chapter Five - Housing, the Comprehensive Plan addresses campgrounds. The Plan states the following:

"Campgrounds provide temporary recreational housing and they have been part of the county's resort tradition. The county has enacted a variety of site, design, and occupancy standards for campgrounds and should continue to monitor their development, operation, and use for compliance. While suitable for temporary accommodations, these uses should not be permitted to evolve into permanent housing due to health and safety issues." (Page 69)

In Chapter Six - Public Infrastructure, the Comprehensive Plan includes several objectives, including the following:

- "1. Meet existing public facility and service needs as a first priority. Health and safety shall take precedence.
  2. Permit development to occur only as rapidly as services can be provided.
  3. Ensure adequate public facilities are available to new development.
  4. Require new development to "pay its way" by providing adequate public facilities to meet the infrastructure demand it creates.
- ....." (Page70)

Chapter Seven - Transportation of the Comprehensive Plan states that "Worcester's roadways experience morning and evening commuter peaks; however, they are dwarfed by summer resort traffic. ....Resort traffic causes the most noticeable congestion on US 50, US 113, US 13, MD 528, MD 589, MD 611, and MD 90." (Page 79)

This chapter also states that "c(C)ommercial development will have a significant impact on future congestion levels. Commercial uses generate significant traffic, so planning for the proper amount, location and design will be critical to maintain road capacity. The current amount and location of commercial zoned land poses problems for the road system, particularly for US 50." (Page 82)

In this same chapter, under the heading General Recommendations - Roadways, it states the following:

- "1. Acceptable Levels of Service -- It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
- .....
3. Traffic studies -- Developers should provide traffic studies to assess the effect of

- each major development on the LOS of nearby roadways.
4. Impacted Roads -- Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
  5. Impacted Intersections -- Upgrade intersections that have fallen below a LOS C.
- ..... (Page 87)

**WATER AND WASTEWATER:** As it pertains to wastewater disposal and the provision of potable water, the petitioned area itself (nor the existing campground) is not within an area which receives public sewer or water service at the present time. According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property is located within the boundaries of the Fort Whaley sewer planning area. He states that a sewer planning area designation of S-1 for the property to be included in the Fort Whaley sewer area was approved under County Commissioners Resolution 09-06 and is a part of the Master Water and Sewerage Plan and that this was done as a requirement to replace one of the two large onsite sewage systems serving the campground. Mr. Mitchell states that there have been examinations of varying degrees on the potential to expand the onsite sewage disposal capacity of this property and that while the aforementioned amendment did provide capacity for a proposed reconstruction of one of the existing systems on the subject property, it would only be one part of the two large onsite systems providing the capacity to service a rental campground consisting of no more than 210 campsites. He further relates that he expects future investigations and findings on just what, if any, increases to the existing capacity will be permitted and approved by local and state agencies. Mr. Mitchell states the capacity increase to service more campsites could potentially be realized but solutions must be provided to satisfy both treatment and land application concerns. He states that providing sufficient answers to regulatory concerns with capacity evaluations and site investigations will fall on the shoulders of the owners of the subject property if it is their intent to proceed with an expansion of the rental campground should this rezoning be approved. Mr. Mitchell states that as it stands today, 210 sites are all that is permitted for the campground at this time. He states that the owner has received a groundwater discharge permit from the state that includes a timetable for the reconstruction of one of their large onsite sewage systems and construction of a wastewater treatment plant to treat the effluent generated from their operations. John H. Tustin, P. E., Director of Public Works, responded that he had no comments.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows:

HdB - Hambrook Sandy Loam - severe limitations to on-site wastewater disposal.  
Fa - Fallsington Sandy Loam - severe limitations to on-site wastewater disposal  
KsA - Kiej Loamy Sand - severe limitations to on-site wastewater disposal

**EMERGENCY SERVICES:** Fire and ambulance service will be available from the Berlin Volunteer Fire Company. No comments were received from the BVFC with regard to this particular review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. No comments were received from the Maryland State Police Barracks or from the Worcester County Sheriff's Office.

**ROADWAYS AND TRANSPORTATION:** The subject property of which the petitioned area is a part fronts on both US Route 50 and Dale Road but only has direct access to Dale Road. That roadway is County-owned and -maintained and is considered a minor local road. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway. With regard to US Route 50 the Comprehensive Plan that development should be limited until capacity is no longer impacted and that the amount of commercial zoning along US Route 50 should be reduced to maintain its capacity. Donnie L. Drewer, District Engineer, for State Highway Administration District 1, states in his response memo (copy attached) that rezoning is a land use issue, which is not under the jurisdiction of the State Highway Administration. He also states if development of the property is proposed in the future, the SHA may require a Traffic Impact Study to determine potential impacts to the surrounding State roadway network and that future development may also require an access permit to be issued from his office. Mr. Drewer further states that with the exception of his aforementioned comments, SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo (copy attached) that he had no comments relative to this rezoning application.

**SCHOOLS:** The petitioned area is within the area served by the following schools: Buckingham Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education (WCBOE).

**CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS:** According to Mr. Mitchell's memo, the petitioned area is located outside of the Chesapeake Bay Critical Area (copy attached).

**FLOOD ZONE:** The FIRM map indicates that the petitioned area is primarily within Zone X (area of minimal flooding), with an area along the easterly property line being within Zone A, which does not stipulate a Base Flood Elevation.

**PRIORITY FUNDING AREA:** The petitioned area is not within a designated Priority Funding Area.

**INCORPORATED TOWNS:** The site is not within one mile of the corporate limits of any town.

**ADDITIONAL COMMENTS RECEIVED:** Comments received from various agencies, etc. are attached and are summarized as follows:

Matthew Owens, Chief Deputy Fire Marshal: No comments at this time.

Edward Potetz, Director, Environmental Health, Health Department: No objection to the proposed rezoning.

Rob Clarke, Department of Natural Resources: No comments on the zoning change.

!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!! **IMPORTANT** !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

**THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:**

- 1) What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
- 2) Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
- 3) Relating to population change.
- 4) Relating to availability of public facilities.
- 5) Relating to present and future transportation patterns.
- 6) Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
- 7) Relating to compatibility with the Comprehensive Plan.
- 8) Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
- 9) Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

Worcester County Commissioners  
Worcester County Government Center  
One W. Market Street, Room 1103  
Snow Hill, Maryland 21863

PLEASE TYPE  
OR PRINT IN  
INK

**APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP**

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. 4011

Date Received by Office of County Commissioners: \_\_\_\_\_

Date Received by Development, Review and Permitting: 4/13/16

Date Reviewed by Planning Commission: \_\_\_\_\_

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. \_\_\_\_\_ Governmental Agency
- B. \_\_\_\_\_ Property Owner
- C. \_\_\_\_\_ Contract Purchaser
- D. \_\_\_\_\_ Option Holder
- E. \_\_\_\_\_ Leasee
- F. XXX Attorney for B (Insert A, B, C, D, or E)
- G. \_\_\_\_\_ Agent of \_\_\_\_\_ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 18
- B. Parcel Number(s): 20
- C. Lot Number(s), if applicable: \_\_\_\_\_
- D. Tax District Number: 03

III. Physical Description of Property

- A. Located on the South side of U.S. Route 50 (Ocean Gateway), at or near the intersection with Maryland Route 610.
- B. Consisting of a total of 72.19 acres of land.
- C. Other descriptive physical features or characteristics

necessary to accurately locate the petitioned area:

Fort Whaley Campground.

- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): C-2, General Commercial District

(Name and Zoning District)

- B. Acreage of zoning classification(s) in "A" above: 28

- C. Requested zoning classification(s): A-2, Agricultural District  
(Name and Zoning District)

- D. Acreage of zoning classification(s) in "C" above: 28

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:

Please see Attachment

IV. Filing Information and Required Signatures

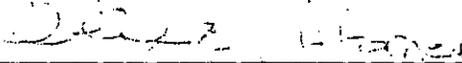
- A. Every application shall contain the following information:
1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.

Signature:   
 Printed Name of Applicant: **Hugh Cropper, IV, Attorney for Sun TRS Fort Whaley, LLC**  
 Mailing Address: **9923 Stephen Decatur Hwy., D-2, Ocean City, MD 21842** Phone Number: **410-213-2681**  
 E-Mail: **hcropper@bbcmlaw.com**  
 Date: \_\_\_\_\_

C. Signature of Property Owner in Accordance with VI.A. above

Signature:   
 Mailing Address: **Sun TRS Fort Whaley, LLC**  
**27777 Franklin Road, Suite 200, Southfield, MI 48034**  
 Phone Number: **410-213-2681**  
 E-Mail: **hcropper@bbcmlaw.com**  
 Date: \_\_\_\_\_

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1<sup>st</sup> to January

31<sup>st</sup>, May 1<sup>st</sup> to May 31<sup>st</sup>, and September 1<sup>st</sup> to September 30<sup>th</sup> of any calendar year.

- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) there is a mistake in the existing zoning classification and that a change in zoning would be

more desirable in terms of the objectives of the Comprehensive Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

**ATTACHMENT IN SUPPORT OF REZONING APPLICATION**  
**SUN TRS FORT WHALEY, LLC**

Sun TRS Fort Whaley, LLC, by its attorney, Hugh Cropper, IV, respectfully submits the following in support of its rezoning application:

**INTRODUCTION**

The subject property is 72.19 acres, more or less. This is a an application for a Map Amendment to Rezone approximately 28 acres from C-2, General Commercial District, to A-2, Agricultural District. The remaining property is approximately 44.19 acres, and it is currently zoned A-2, Agricultural District. The property is known locally as Fort Whaley Campground.

**DEFINITION OF THE NEIGHBORHOOD**

The primary basis for this rezoning is a mistake in the November 3, 2009 Comprehensive Rezoning; as such, the definition of the neighborhood is not applicable. To be on the safe side, and in order to satisfy the requirements of the Code, applicant's proposed neighborhood is defined on the exhibit attached hereto and incorporated herein by reference.

**SUBSTANTIAL CHANGE IN THE CHARACTER OF THE NEIGHBOHOOD**  
**SINCE THE LAST COMPREHENSIVE REZONINGB**

The applicant does not assert a substantial change in the character of the neighborhood.

## MISTAKE

The applicant contends that there was a mistake, albeit a good faith mistake, as a result of the March 3, 2009 Comprehensive Rezoning.

The subject property was utilized as a campground, with campground-related uses, for many, many years. The property was subdivided in July of 1994, and known as Ocean City Leisure Resort. There was a business plan to sell memberships, time shares, and/or other forms of fractional ownership. Unfortunately, the business venture was not successful, and the property went through foreclosure. The Assignees' deed is dated June 30, 1997.

The Parker Family, LLC (members Mitch and Gene Parker) acquired the property on December 18, 1998. The Parker Family renovated the property, and operated it as a rental campground.

As of November 3, 2009, the property was operated as a rental campground, in accordance with the provisions of the Zoning Code. Rental campgrounds permit amenities (which may appear commercial in nature) as long as they are incidental to, and utilized only by, the residents of the rental campground.

The Worcester County Commissioners, relying upon the information available to them at the time of the Comprehensive Rezoning on November 3, 2009, retained the 22 acre commercial zoning area along U.S. Route 50, believing that this was appropriate. There were quasi-commercial uses such as mini golf courses, etc. These uses are actually permitted in the A-2, Agricultural District, provided that they are utilized only by the residents of the campground (which was accurate).

The commercial zoning is no longer necessary. The rental campground is in compliance as a special exception with the A-2, Agricultural Zoning District.

Sun TRS Fort Whaley, LLC acquired the property on September 10, 2015, and they continue to operate it as a rental campground.

As it relates to desirability in terms of the Worcester County Comprehensive Plan, the property is designated Agricultural, in its entirety, by virtue of the March 7, 2006 Land Use Map.

### CONCLUSION

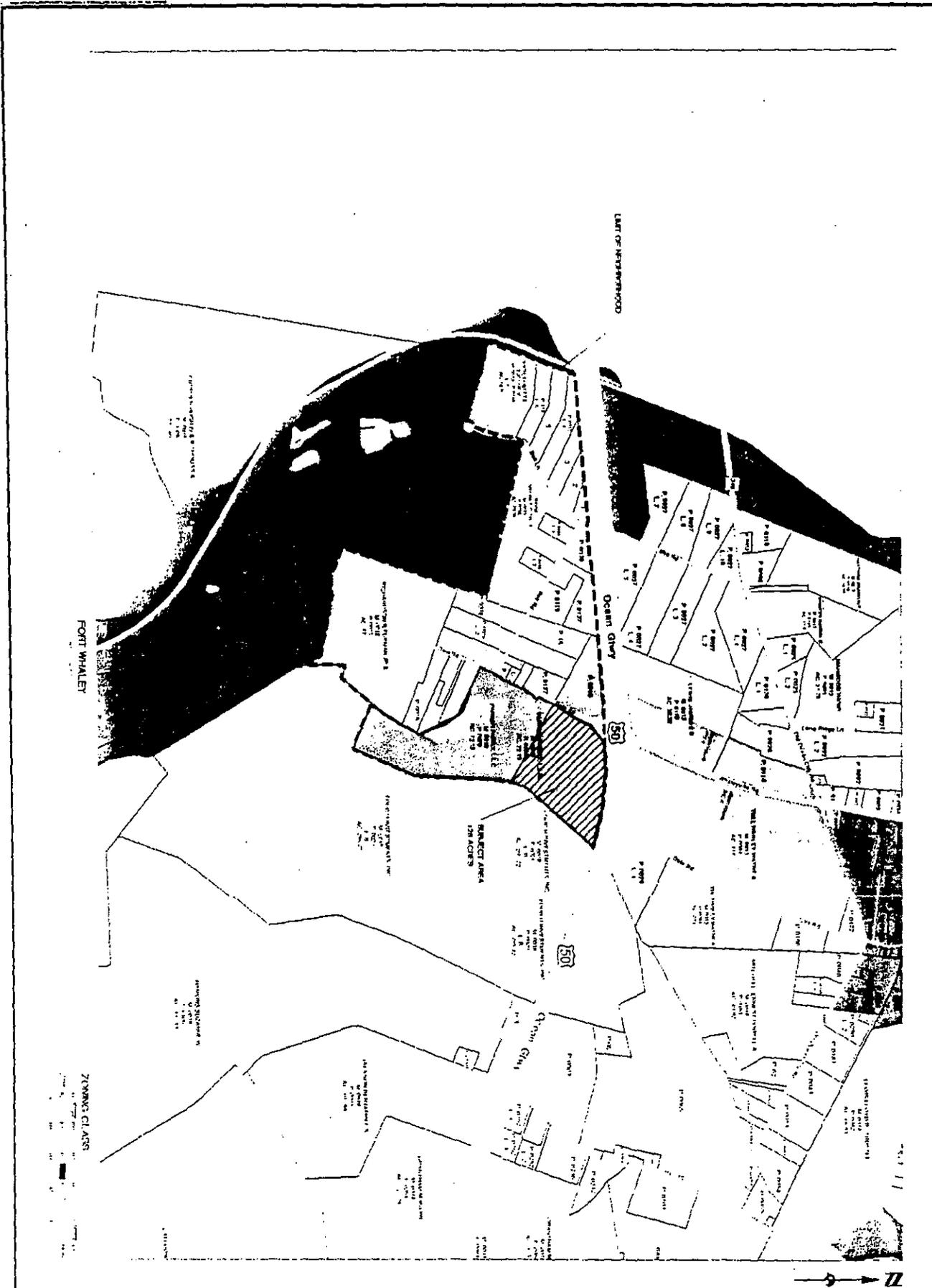
The existing use is consistent with an A-2, Agricultural Zoning District designation. The commercial zoning is not necessary. The commercial zoning was not necessary on November 3, 2009. There are no commercial uses at this site, and it is not appropriate for commercial uses. The site is designated as Agricultural in the Land Use Map, and the A-2, Agricultural District is more desirable in terms of the objectives of the Worcester County Comprehensive Plan.

Respectfully submitted,



---

Hugh Cropper IV



FORT WHALEY

LIMIT OF DEVELOPMENT

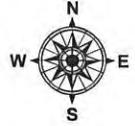
Ocean Quay

RETRACT AREA  
126 ACRES

ZONING CLASS

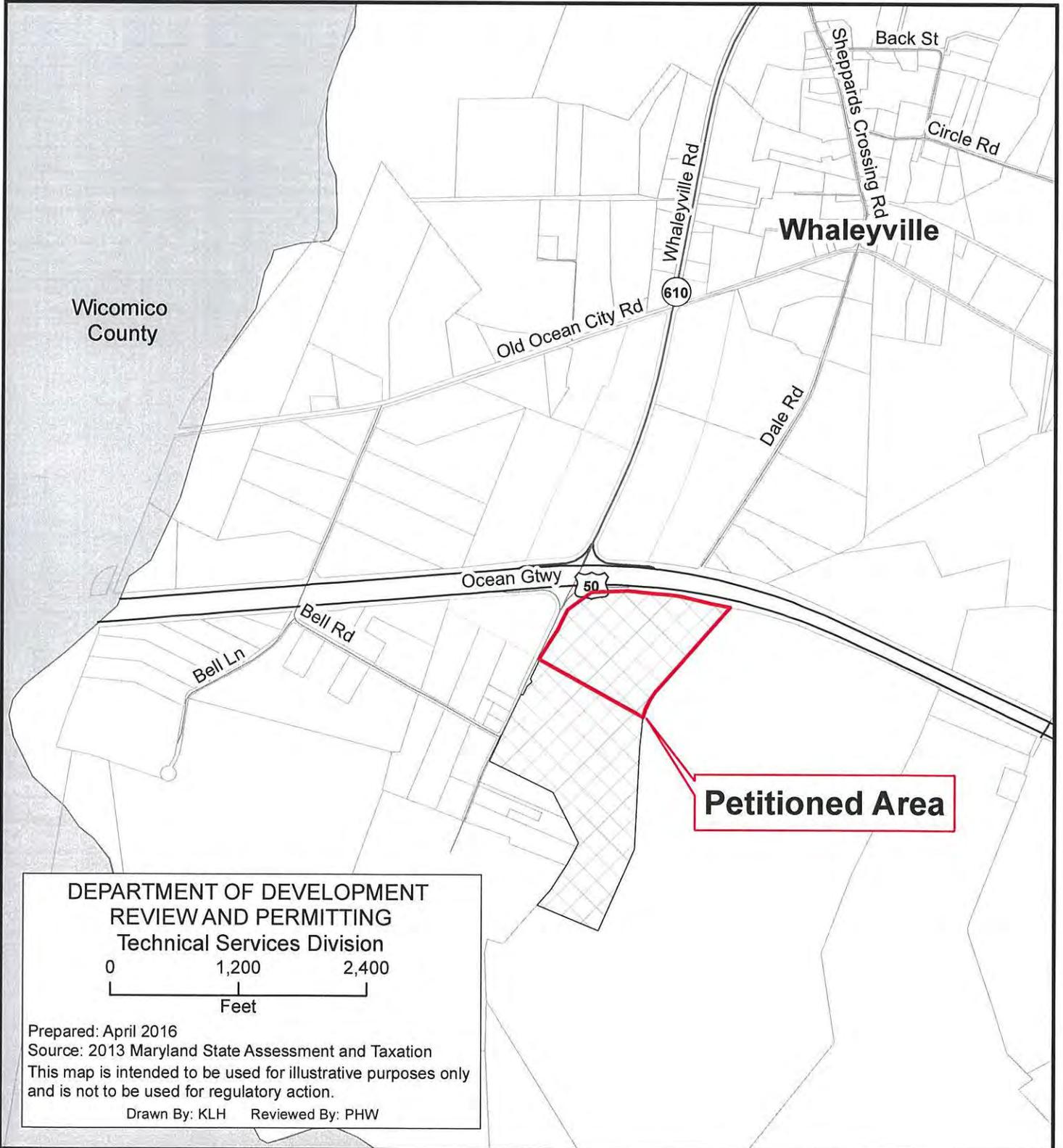


# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 404  
C-2 General Commercial to A-2 Agricultural  
Tax Map: 18, Parcels: 20

## LOCATION MAP



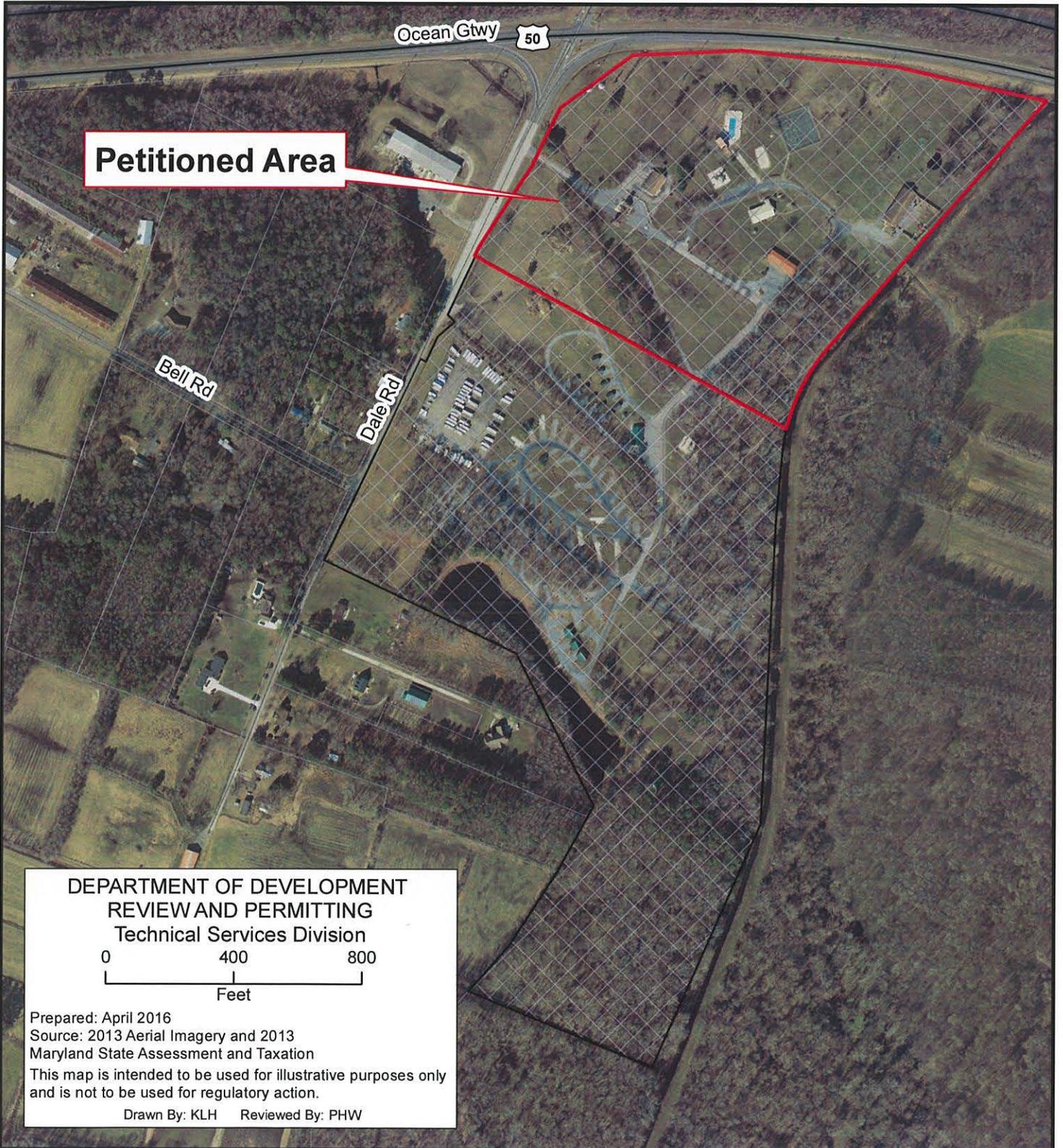


# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 404  
 C-2 General Commercial to A-2 Agricultural  
 Tax Map: 18, Parcels: 20

## AERIAL MAP



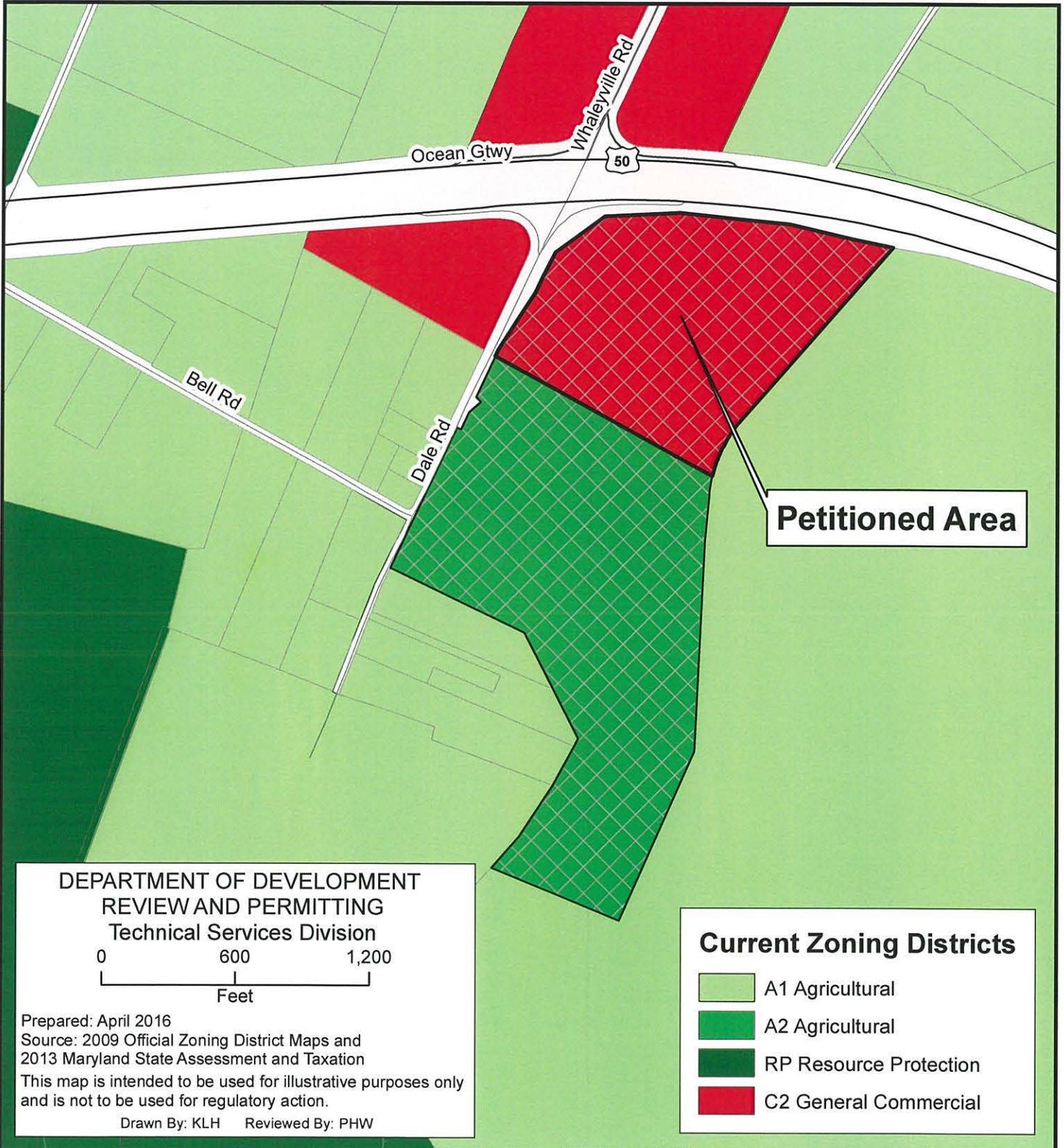


# WORCESTER COUNTY, MARYLAND



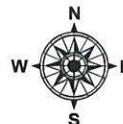
REZONING CASE NO. 404  
C-2 General Commercial to A-2 Agricultural  
Tax Map: 18, Parcels: 20

## ZONING MAP



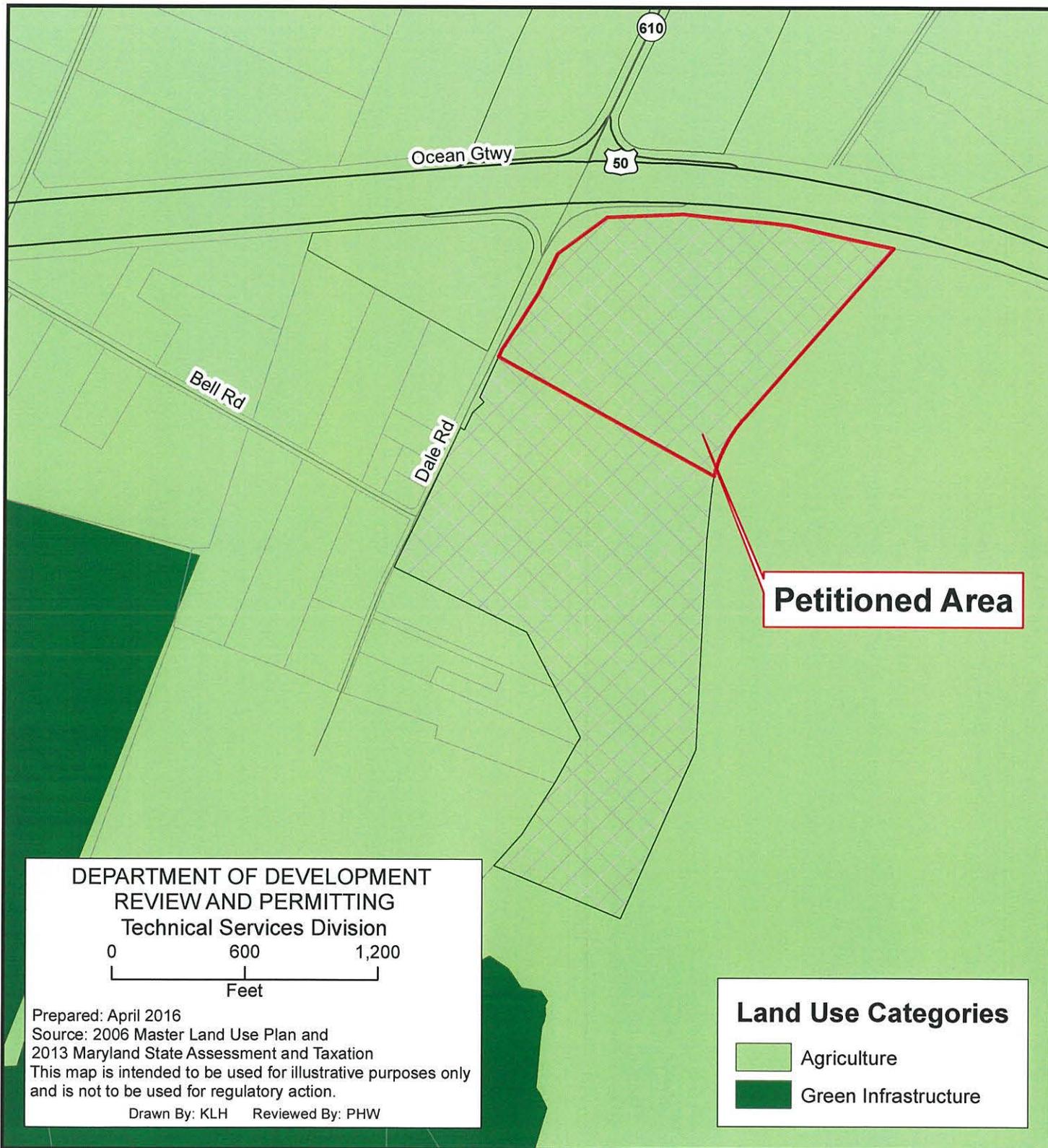


# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 404  
C-2 General Commercial to A-2 Agricultural  
Tax Map: 18, Parcels: 20

## LAND USE MAP



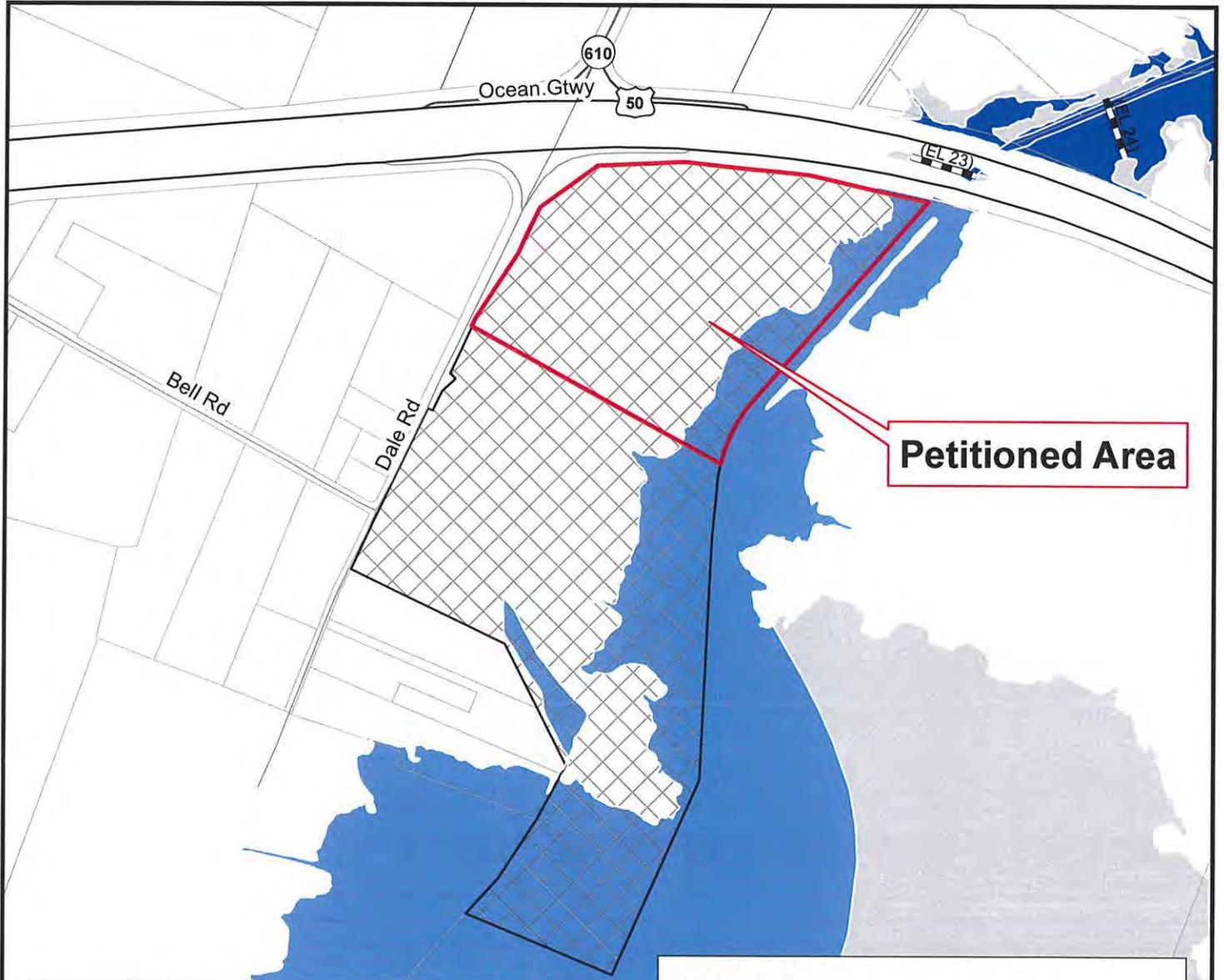


# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 404  
 C-2 General Commercial to A-2 Agricultural  
 Tax Map: 18, Parcels: 20

## FLOODPLAIN MAP



**Petitioned Area**

DEPARTMENT OF DEVELOPMENT  
 REVIEW AND PERMITTING  
 Technical Services Division

0      600      1,200  
 Feet

Prepared: April 2016  
 Source: 2015 FEMA Flood Insurance Rate Maps and  
 2013 Maryland State Assessment and Taxation  
 This map is intended to be used for illustrative purposes only  
 and is not to be used for regulatory action.  
 Drawn By: KLH    Reviewed By: PHW

**Floodplain Designations**

- Case404\_PetitionArea
- AE - 100 Year w/ Base Flood Elevation
- A - 100 Year w/o Base Flood Elevation
- VE - 100 Year w/ Coastal Wave Velocity
- X - 0.2% Annual Chance Flood
- X - Area of Minimal Flooding

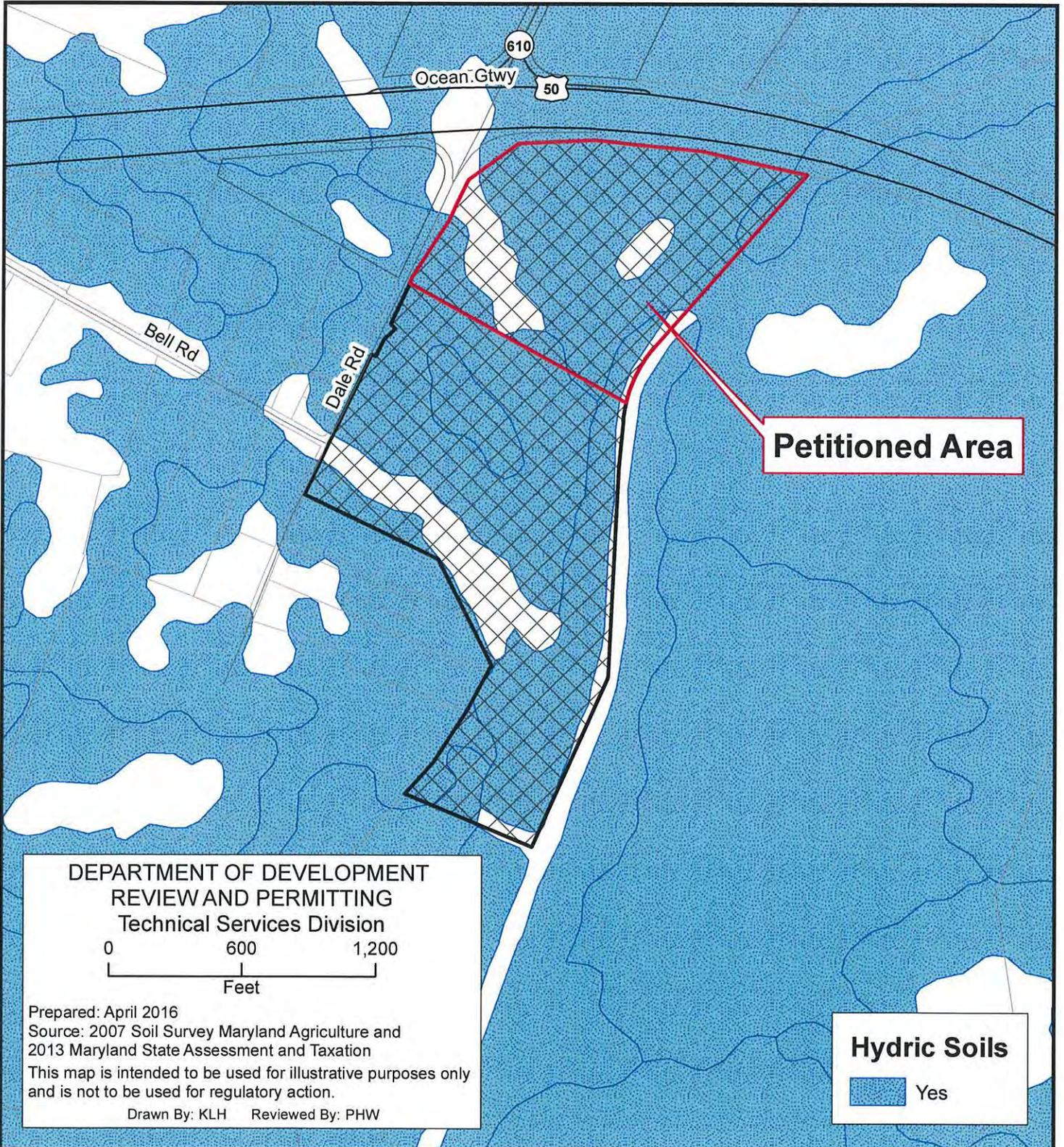


# WORCESTER COUNTY, MARYLAND



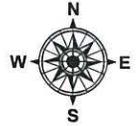
REZONING CASE NO. 404  
C-2 General Commercial to A-2 Agricultural  
Tax Map: 18, Parcels: 20

## HYDRIC SOILS MAP



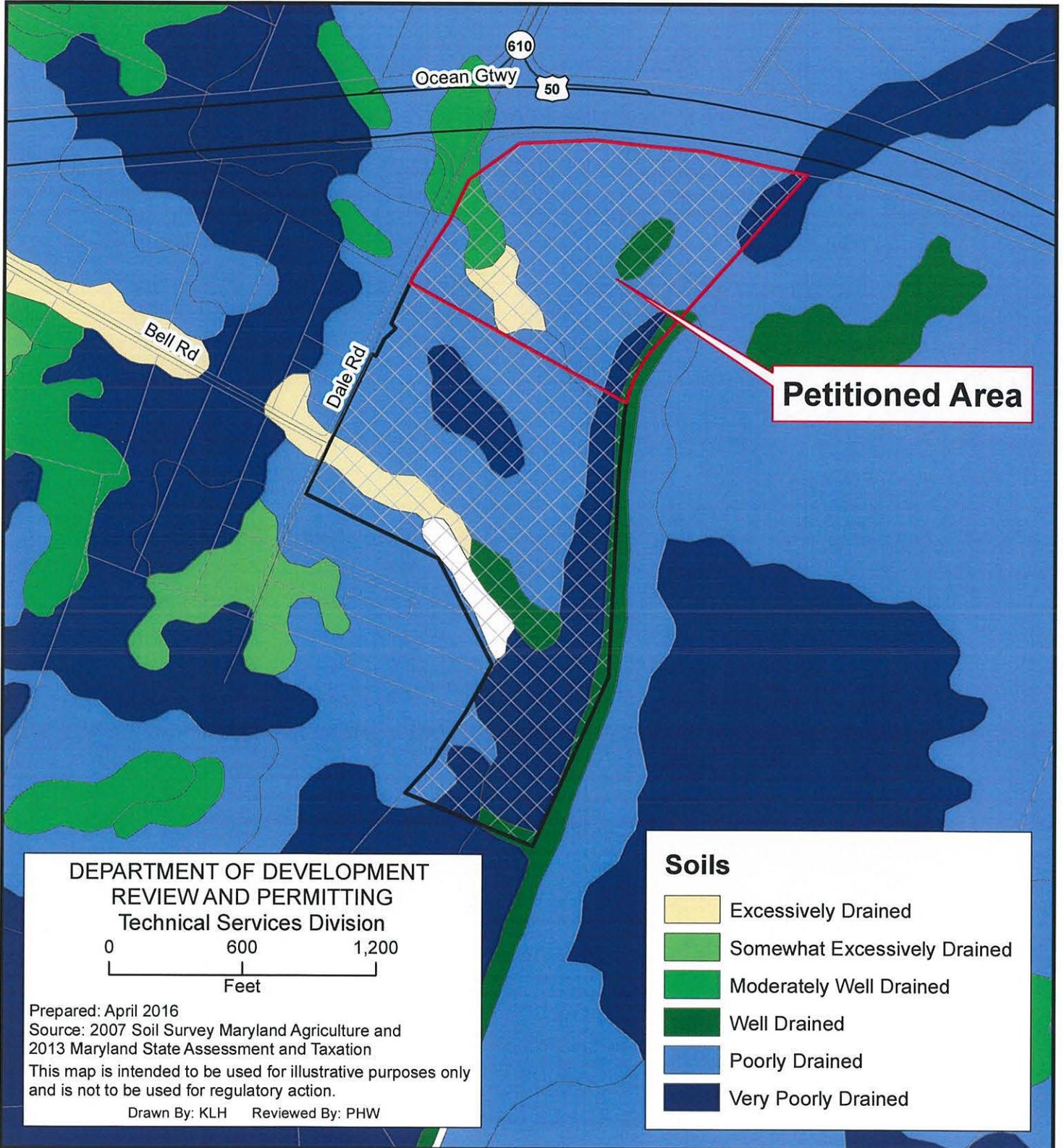


# WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 404  
C-2 General Commercial to A-2 Agricultural  
Tax Map: 18, Parcels: 20

## SOILS MAP





**Worcester County**  
Department of Environmental Programs

Memorandum

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**To:** Phyllis Wimbrow, Deputy Director, DDRP

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

**Subject:** Comments on Rezoning Case No. 404  
TM 18, Parcel 20  
Sun TRS Fort Whaley, LLC.

**Date:** 6/10/16

---

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The Code requires that the Commissioners find that the proposed "change in zoning" would be more desirable in terms of the objectives of the *Comprehensive Plan*. The applicant wishes to rezone approximately 28 acres of land from C-2 General Commercial District to A-2 Agricultural District.

Referring to the *Comprehensive Plan*, there is only one land use designation for the area of the subject property included in this rezoning request. The area is designated Agriculture in the *Plan*. This district is "reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted" (p.18). *The Plan* also states (p.18) that in agricultural land use areas, that residential and other conflicting land uses although permitted, are discouraged". The areas adjacent to this property are all designated Agriculture in the *Plan*.

The property is surrounded by different zoning designations of agriculture, commercial, and resource protection. Save the commercial zoning designations on the corners for the Whaleyville/Dale Rd and US Route 50 intersection, the surrounding zoning and uses are compatible with their corresponding land use designations in the *Comprehensive Plan* and the campground has a special exception within the A-2, agricultural zoning district.

The Department of Environmental Programs has the following specific comments:

1. The subject property is located within the boundaries of the Ft. Whaley sewer planning area. A sewer planning area designation of S-1 for the property to be included in the Fort Whaley sewer planning area was approved under County Commissioner Resolution 09-06 and is a part of the *Master Water and Sewerage Plan*. This was done as a requirement to replace one of the two large onsite sewage systems serving the campground. The area involved in this application carries an S-1 sewer planning designation
2. There have been examinations of varying degrees on the potential to expand the onsite sewage disposal capacity of this property. While the amendment referenced above did provide capacity for a proposed reconstruction of one of the existing systems on the subject property, it would only be one part of the two large onsite systems providing the capacity to service a rental campground consisting of no more than 210 campsites. We expect that there will be future investigations and findings on just what, if any, increases to the existing capacity will be permitted and approved by local and state agencies. The capacity increase to service more campsites could potentially be realized, but solutions must be provided to satisfy both treatment and land application concerns. Providing sufficient answers to regulatory concerns with capacity evaluations and site investigations will fall on the shoulders of the owners of the subject property if it is their intent to proceed with an expansion of the rental campground should this rezoning be approved. As it stands today, 210 sites are all that is permitted for the campground at this time. The owner has received a groundwater discharge permit from the state that includes a timetable for the reconstruction of one of their large onsite sewage systems and construction of a wastewater treatment plant to treat the effluent generated from their operations.
3. This proposed rezoning is located outside of the Chesapeake Bay Critical Area (CBCA) and will be subject to the Forest Conservation Act (FCA). Proposed future development will need to meet the requirements of the FCA that are in place at the time of development. Since the FCA requirements area based upon applicable zoning, this conversion will result in a different requirement when compared to the present zoning. An agricultural zoning designation requires an afforestation threshold of twenty (20) percent and a conservation threshold of 50 percent.

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

Attachment



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

Pete K. Rahn, Secretary  
Gregory C. Johnson, P.E., Administrator

April 28, 2016

Ms. Phyllis H. Wimbrow  
Deputy Director  
Department of Development Review and Permitting  
Worcester County Government Center  
One West Market Street, Room 1201  
Snow Hill MD 21863

Dear Ms. Wimbrow:

Thank you for the opportunity to review the Rezoning Application from Mr. Hugh Cropper, IV for Sun TRS Fort Whaley, LLC for Case No: 404 in Worcester County. The property is described as Tax Map 18, Parcel 20 being located on the south side of Ocean Gateway (US 50), at the intersection of Dale Road and Whaleyville Road (MD 610). The State Highway Administration (SHA) has reviewed the application and associated documents. We are pleased to respond.

Rezoning is a land use issue, which is not under the jurisdiction of the SHA. If development of the property is proposed in the future, the SHA may require a Traffic Impact Study to determine potential impacts to the surrounding State roadway network. Future development may also require an access permit to be issued from this office. With exception of our aforementioned comments, SHA has no objection to a rezoning determination by Worcester County.

Thank you again for the opportunity to provide a response. If you have any questions regarding our response, please feel free to contact Ms. Rochelle Outten, District Regional Engineer, Access Management via email [routten@sha.state.md.us](mailto:routten@sha.state.md.us) or by calling her directly 410-677-4098.

Sincerely,

Donnie L. Drewer,  
District Engineer

cc: Mr. Hicham Baassiri, Assistant District Engineer, District Project Development, SHA  
Ms. Rochelle Outten, Regional Engineer- District Access Management, SHA



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

MEMORANDUM

TO: Phyllis H. Wimbrow, Deputy Director  
FROM: Frank J. Adkins, Roads Superintendent (FA)  
DATE: April 26, 2016  
RE: Rezoning Case No. 404

.....  
Upon review of the above referenced rezoning case, I offer the following comments:

**Rezoning Case 404:** No comments at this time.

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

cc: John H. Tustin, P.E., Director

FJA/ll  
\\wcfiler2\users\llawrence\Rezoning\Rezoning Case 404.doc

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

DIVISIONS

MAINTENANCE  
TEL: 410-632-4766  
FAX: 410-632-4753

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

SOLID WASTE  
TEL: 410-632-3177  
FAX: 410-632-0901

FLEET  
MANAGEMENT  
TEL: 410-632-5975  
FAX: 410-632-1753

WATER AND  
WASTEWATER  
TEL: 410-631-5251  
FAX: 410-631-5185



GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1003  
SNOW HILL, MARYLAND 21863-1194  
TEL: 410-632-5666  
FAX: 410-632-5664

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## PLANNING COMMISSION COMMENTS

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PROJECT: **Fort Whaley Rezoning**  
LOCATION: **Tax Map 18; Parcel 20**  
CONTACT: **Phyllis H. Wimbrow, Deputy Director**  
MEETING DATE: **July 7, 2016**

PCC #: 2016146

COMMENTS BY: **Matthew Owens**   
**Chief Deputy Fire Marshal**

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As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted Planning Commission plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

### Scope of Project

The rezoning of approximately 28 acres of land from C-2 General Commercial District to A-2 Agricultural District.

### Specific Comments

1. No comments at this time.

No  
COMMENTS



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

GOVERNMENT CENTER  
106 WEST MARKET STREET, ROOM 1101  
SNOW HILL, MARYLAND 21663  
TEL: 410-632-1300 FAX: 410-632-0008

OFFICE OF PERMITS  
PLANNING COMMISSION  
LOCAL PARTICIPATION

PLANNING BOARD  
PLANNING COMMISSION  
LOCAL PARTICIPATION

## MEMO

TO: Robert Mitchell, Director, Worcester County Environmental Programs  
 Fred Webster, Director, Worcester County Emergency Services  
 Reggie Mason, Sheriff, Worcester County Sheriff's Office  
 John H. Tustin, P. E., Director, Worcester County Public Works Department  
 John Ross, P. E., Deputy Director, Worcester County Public Works Department  
 Frank Adkins, Roads Superintendent, Worcester County Public Works  
 Department  
 Jeff McMahon, Fire Marshal, Worcester County Fire Marshal's Office  
 Dr. Jerry Wilson, Superintendent, Worcester County Board of Education  
 Donnie L. Drewer, District Engineer, Maryland State Highway Administration  
 Lt. Earl W. Stamer, Commander, Barracks V, Maryland State Police  
 Debbie Goeller, Health Officer, Worcester County Health Department  
 Rob Clarke, State Forester, Maryland Forest Services  
 Nelson D. Brice, District Conservationist, Worcester County Natural Resources  
 Conservation Service  
 Jim Corran, Chief, Berlin Volunteer Fire Department

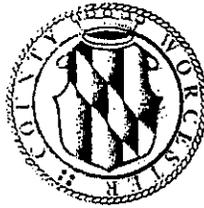
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*

DATE: April 25, 2016

RE: Rezoning Case No. 404 - Hugh Cropper, IV, Sun TRS Fort Whaley, LLC -  
 Southerly side of US Route 50 at easterly side of Dale Road

\*\*\*\*\*

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application at its meeting on July 7, 2016. This application seeks to rezone approximately 28 acres of land from C-2 General Commercial District to A-2 Agricultural District. Uses allowed in the proposed zoning district include, but are not limited to, agriculture.



## Worcester County

HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249  
www.worcesterhealth.org

Snow Hill (Main Office)  
410-632-1100  
Fax 410-632-0906

Deborah Goeller, R.N., M.S.  
Health Officer

### MEMORANDUM

To: Phyllis H. Wimbrow, Deputy Director

From: Edward Potetz, Director *EP*  
Environmental Health

Date: May 2, 2016

Re: Rezoning Case No. 404

---

This office has no objection to the proposed above-referenced rezoning case.

- 39 -

Re-opening Case # 404

**Phyllis Wimbrow**

---

**From:** Rob Clarke -DNR- [rob.clarke@maryland.gov]  
**Sent:** Monday, April 25, 2016 11:52 AM  
**To:** Phyllis Wimbrow  
**Subject:** Re: Scan from a Xerox WorkCentre

Phyllis,

I have reviewed the attached documents and have no comments on the zoning change.

Sent from my iPad

> On Apr 25, 2016, at 11:36, Phyllis Wimbrow <[pwimbrow@co.worcester.md.us](mailto:pwimbrow@co.worcester.md.us)> wrote:

>  
>  
>

> -----Original Message-----

> From: [xerox@co.worcester.md.us](mailto:xerox@co.worcester.md.us) [<mailto:xerox@co.worcester.md.us>]  
> Sent: Monday, April 25, 2016 11:34 AM  
> To: Phyllis Wimbrow  
> Subject: Scan from a Xerox WorkCentre

>

> Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

>

> Attachment File Type: PDF, Multi-Page

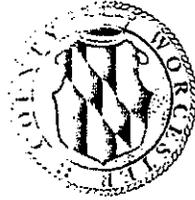
>

> WorkCentre Location: machine location not set Device Name:  
> DRPXEROX5765

>

>

> For more information on Xerox products and solutions, please visit  
> <http://www.xerox.com> <DOC.PDF>



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

BOARD OF APPEALS  
PLANNING COMMISSION  
AGRICULTURAL PRESERVATION

ELECTRICAL BOARD  
SHORELINE COMMISSION  
LICENSE COMMISSIONERS

## MEMO

TO: Robert Mitchell, Director, Worcester County Environmental Programs  
 Fred Webster, Director, Worcester County Emergency Services  
 Reggie Mason, Sheriff, Worcester County Sheriff's Office  
 John H. Tustin, P. E., Director, Worcester County Public Works Department  
 John Ross, P. E., Deputy Director, Worcester County Public Works Department  
 Frank Adkins, Roads Superintendent, Worcester County Public Works  
 Department  
 Jeff McMahon, Fire Marshal, Worcester County Fire Marshal's Office  
 Dr. Jerry Wilson, Superintendent, Worcester County Board of Education  
 Donnie L. Drewer, District Engineer, Maryland State Highway Administration  
 Lt. Earl W. Starnes, Commander, Barracks V, Maryland State Police  
 Debbie Goeller, Health Officer, Worcester County Health Department  
 Rob Clarke, State Forester, Maryland Forest Services  
 Nelson D. Brice, District Conservationist, Worcester County Natural Resources  
 Conservation Service  
 Jim Corran, Chief, Berlin Volunteer Fire Department

FROM: Phyllis H. Wimbrow, Deputy Director *PHW*

DATE: April 25, 2016

RE: Rezoning Case No. 404 - Hugh Cropper, IV, Sun TRS Fort Whaley, LLC -  
Southerly side of US Route 50 at easterly side of Dale Road

\*\*\*\*\*

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application at its meeting on July 7, 2016. This application seeks to rezone approximately 28 acres of land from C-2 General Commercial District to A-2 Agricultural District. Uses allowed in the proposed zoning district include, but are not limited to, agriculture.

single-family dwellings, rural cluster subdivisions, telecommunication towers, small and medium wind energy conversion systems, spray irrigation fields and storage lagoons, large solar energy systems, agricultural processing plants, agritainment facilities, wineries, golf courses, and campgrounds. With regard to residential uses, only minor subdivisions consisting of a maximum of five lots out of what was one parcel in 1967 are permitted. An additional lot may be feasible if clustering is utilized. In campgrounds, the density ranges from one tent site per 2,000 square feet of lot area to one recreational vehicle site per 3,000 square feet of lot area. Please note that other considerations such as sewage disposal, placement of roads serving the development, and open space requirements affect maximum permitted density to some degree.

For your reference I have attached a copy of the rezoning application and a zoning map showing the property petitioned for rezoning.

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on the plans, facilities or services for which your agency is responsible. ***If no response is received by June 13, 2016, the Planning Commission will have to assume that the proposed rezoning, in your opinion, will have no effect on your agency, that the application is compatible with your agency's plans, that your agency has or will have adequate facilities and resources to serve the proposed rezoning and its subsequent land uses and that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners. If I have not received your response by that date I will note same in the staff report I prepare for the Planning Commission's review.***

If you have any questions or require further information, please do not hesitate to call this office or email me at [pwimbrow@co.worcester.md.us](mailto:pwimbrow@co.worcester.md.us). On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

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



16

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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

To: County Commissioners  
From: Maureen Howarth *MH*  
Date: October 14, 2016  
Re: Gold Coast Asset Purchase Agreement

---

Attached is the Asset Purchase Agreement to document the approved sale of the Gold Coast store liquor inventory to GCBW, Inc. The Agreement has been agreed to by Mark Cropper, attorney for GCBW, Inc., and GCBW, Inc. Please review the Agreement and if approved execute the same.

# DRAFT

The Commissioners resumed discussion from their September 20, 2016 meeting to consider additional information regarding the offer from Attorney Mark Cropper, on behalf of his client Mohamad "Mike" Ramadan, owner of Gold Coast Beer and Wine, located in the Gold Coast Mall at 114<sup>th</sup> Street in Ocean City, to purchase \$300,000 worth of inventory in the Shore Spirits Retail Liquor Store at the Gold Coast Mall, subject to approval by the License Commissioners for a Class "A" beer/wine/liquor license with the application to be acknowledged by the County Commissioners. In response to questions the Commissioners asked at their September 20 meeting, County Attorney Maureen Howarth advised that the Comptroller's Office has agreed to allow the County to bulk transfer the remaining liquor inventory to other interested parties between now and June 30, 2017 when the County ceases Liquor Control operations. Furthermore, the Board of License Commissioners had advised her that, in accordance with State law, they can only accept an application for a Class "A" beer/wine/liquor license to be issued at the County's Gold Coast Mall location with the Commissioners' acknowledgment. Ms. Howarth noted that the distance restriction in the State law prohibits such an application within 10 blocks of the County store location prior to July 1, 2017 or after a license is issued at the Gold Coast Mall location. Therefore, unless the Commissioners acknowledge the application of the tenant chosen by the Gold Coast Mall landlord to occupy the County retail liquor store after the County's lease expires December 31, 2016, no license can be issued between 104<sup>th</sup> Street and 124<sup>th</sup> Street in Ocean City until July 1, 2017 at the earliest. Assistant Chief Administrative Officer Kelly Shannahan stated that staff continues to unanimously support acceptance of Mr. Ramadan's offer to purchase roughly \$273,000 of Liquor Control inventory at a 10% mark-up for a total purchase price of \$300,000 to the County, subject to the Commissioners' acknowledgment of Mr. Ramadan's application and contingent upon ratification of a formally-approved contract of sale prior to the License Commissioners' hearing on Mr. Ramadan's license application.

In response to concerns raised by Commissioner Mitrecic, Mr. Shannahan stated that it had been staff's intent to extend the County's lease for the retail liquor store at Gold Coast Mall, but that the mall landlord had denied their requested extension and had instead agreed to lease the space to Mr. Ramadan, an action that was beyond the County's control. Commissioner Mitrecic stated that, at the very least, he would hope that Mr. Ramadan would also be required to purchase the shelving and other miscellaneous store equipment worth \$47,000. Commissioner Elder stated that Mr. Ramadan has made the County a good offer, which would not only help the County sell a good portion of the remaining inventory, but also prevent the cost of inventory removal back to the warehouse in Snow Hill, after the lease expires at the end of December 2016. Commissioner Church agreed with Commissioner Mitrecic that Mr. Ramadan should also purchase the assets, as otherwise the Commissioners would be lucky to recoup 10% of that cost if they sold the equipment on GovDeals.com.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to accept the offer from Mr. Ramadan and directed staff to develop a formal contract for their consideration at a future meeting.

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made this \_\_\_\_ day of October, 2016, by and among the County Commissioners of Worcester County, Maryland ("Seller"), and GCBW, Inc., a Maryland corporation ("Purchaser").

**W I T N E S S E T H:**

WHEREAS, Seller presently owns and operates a retail business with an address of 11453 Coastal Highway, Ocean City, MD (the "Business Premises") for the purpose of selling liquor in factory sealed containers to the public through the Department of Liquor Control ("DLC") for Worcester County (the "Business"); and

WHEREAS, as part of the dissolution of the DLC, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller, on the terms and conditions set forth in this Agreement, the inventory of liquor, but no non-alcoholic items, equipment, fixtures or furnishings (the "Business Assets") located at the Business Premises; and.

WHEREAS, the sale of the Business Assets by Seller has been approved by Seller, as evidenced by the Seller's signature to this Agreement.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby expressed acknowledged, the parties agree as follows:

**ARTICLE 1 –  
SALE AND PURCHASE OF BUSINESS ASSETS**

**1.1 Sale and Purchase.** On the Closing Date (as defined in Section 6.1 of this Agreement), and subject to the terms and conditions hereinafter stated, Seller shall sell, transfer and convey to Purchaser, and Purchaser shall acquire and purchase from Seller, all right, title and interest in and to the Business Assets (as defined in Section 1.2 of this Agreement), free and clear of all mortgages, pledges, liens, judgments, security interests, conditional sales contracts, charges, debts, liabilities, encumbrances, and restrictions of every kind and nature.

**1.2 Business Assets.** As defined in this Agreement, "Business Assets" shall collectively mean and include all of the following assets:

**1.2.1 Inventory.** The liquor inventory used in connection with the operation of the Business (the "Inventory"), as more particularly reflected on Exhibit "A" attached hereto and incorporated herein by reference. It should be noted that the Inventory as reflected on Exhibit "A" is a fair representation of what exists on the date of this Agreement, but will change before the Closing date. However, on the Closing date, the Inventory will be substantially similar to what is reflected on Exhibit "A".

**1.2.2 Books and Records.** The financial reports for the Business Premises. The Seller

shall retain the all other matters.

**1.2.3 Trade Name and Service Marks.** Purchaser is not purchasing any trade name, service marks, trademarks or logos used in connection with the operation of the Business. Purchaser shall not use the name "Shore Spirits" in the operation of its business.

**1.3 Excluded Assets.** Notwithstanding the provisions of Section 1.2 of this Agreement, the following specific property and assets owned by Seller, and used in connection with the Business, shall be expressly excluded from the sale of the Business Assets to Purchaser and shall remain the property of Seller on the Closing Date:

**1.3.1 Cash.** The cash and cash equivalent associated with the operation of the Business to the date of Closing.

**1.3.2 Accounts Receivable.** The trade accounts receivable and loan receivables associated with the operation of the Business.

**1.3.3. Equipment.** Any televisions, iPad, Stereo System, refridgerators, microwave, safe, point of sale system, illuminated signs, alarm system, shelving, miscellaneous tools and personal property, equipment, furniture or fixtures.

**1.4 No Assumption of Liabilities.** Notwithstanding anything contained in this Agreement or elsewhere to the contrary, Purchaser shall not assume any liability or obligation of Seller, whether absolute, contingent or otherwise. Without in any way limiting the generality of the preceding sentence, Purchaser specifically shall not assume any of the following liabilities or obligations of Seller, whether absolute, contingent or otherwise:

(a) Any liability of Seller for any federal, state or local income, franchise, real property, personal property or other taxes whatsoever, whether resulting from additional assessments, deficiencies, investment credit or depreciation recapture, or otherwise, or on account of penalties or interest, whether or not arising, directly or indirectly, out of or in connection with the conveyance, transfer, sale and delivery of the Business Assets to Purchaser pursuant to this Agreement, or arising out of or in connection with any transaction by Seller prior to or subsequent to the Closing; provided, however, if any sales or excise taxes are imposed in connection with the transfer of the Business Assets, the payment of such taxes shall be the obligation of Purchaser;

(b) Any liability of Seller for fees or expenses incurred in connection with this transaction;

(c) Any liability of Seller for employee claims for periods prior to the closing;

(d) Any liability of Seller that arises out of or in connection with any breach, or out of or in connection with any transaction involving a breach, by Seller of any covenant, agreement, representation or warranty contained in this Agreement, or any other liability of Seller;

(e) Any liability of Seller for damages asserted by any third party arising, directly or indirectly, as a result of the conduct of the Business, and other operations of Seller prior to the

Closing, including, but not limited to, any warranty Seller may have given or made to a customer of the Business with respect to a product sold or a service rendered by Seller prior to Closing; or

(f) Any liability or obligation of Seller with respect to any pension or other employee benefit plan of Seller.

**1.5. Compliance with Bulk Sales.** In accordance with the Alcoholic Beverages Article of the Annotated Code of Maryland and the provisions of the Maryland Uniform Commercial Code - Bulk Transfers, Md. Code Ann., Com. Law §6-101, *et. seq.*, Seller shall, simultaneously with the execution of this Agreement, deliver to Buyer a list of its existing creditors and a schedule of the property being transferred to Purchaser pursuant to this Agreement, which shall be signed and sworn to or affirmed by the Seller. The list of creditors must contain the names and business addresses of all creditors of Seller, with the amounts when known, and also the names of all persons who are known to Seller to assert claims against it even though such claims are disputed. Upon receipt of the sworn list of creditors, Purchaser shall cause the requisite notice of bulk sale to be mailed to the Comptroller and scheduled creditors in accordance with applicable law.

## ARTICLE 2 – CONSIDERATION

**2.1 Purchase Price.** The purchase price for the Business Assets (the “Purchase Price”) shall be the sum of Three Hundred Thousand Dollars (\$300,000.00), which shall be calculated by determining the Inventory at Seller’s cost with a 10% mark-up, the combination of which shall not exceed \$300,000.00.

**2.2 Payment Terms.** On the Closing Date, the entire Purchase Price shall be paid by Purchaser to Seller as follows:

**2.2.1 Deposit.** Upon the signing of this Agreement, Purchaser shall pay to Seller a good faith deposit of certified funds, which shall be credited against the Purchase Price, in the amount of Fifty Thousand Dollars (\$50,000.00) and held in escrow by the Seller. Said deposit is non-refundable, unless the Worcester County Board of License Commissioners fails to issue the proper liquor license to the Buyer prior to Closing, then the deposit shall be refunded.

**2.2.2 Balance.** The balance of the Purchase Price, Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be paid by cash, certified check or attorneys’ check payable to Seller.

## ARTICLE 3 – REPRESENTATIONS AND WARRANTIES

**3.1 Seller’s Representations and Warranties Concerning the Business.** Knowing that Purchaser relies thereon, Seller represents and warrants to Purchaser, as of the date of this Agreement and as of the Closing, as follows:

**3.1.1 Organization; Good Standing.** Seller is duly organized, validly existing and in

good standing under the laws of the State of Maryland and, to the best of their knowledge, information, and belief, is duly qualified to do business in the State of Maryland.

**3.1.2 Authority; Power.** Seller has the power and the authority to execute and deliver this Agreement and to take all such other action necessary to consummate the transactions contemplated by this Agreement.

**3.1.3 Valid, Binding and Enforceable Agreement.** This Agreement, and all of the other documents, instruments, exhibits, and agreements executed by Seller in connection with this Agreement, constitute valid and binding agreements of Seller, enforceable against Seller in accordance with their respective terms.

**3.1.4 No Conflicts.** Seller's execution and delivery of this Agreement, and all of the other documents, instruments, exhibits, and agreements executed by Seller in connection with this Agreement, and Seller's consummation of the transactions contemplated by this Agreement, do not: (a) conflict with or result in a breach of any provisions of or constitute a default or result in the creation of any lien, security interest, charge, debt, liability, restriction or encumbrance upon any part of the Business Assets under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, license, permit or agreement to which Seller is a party to or bound by; or (b) to the best of Seller's knowledge violate any order, writ, injunction, decree, statute, rule or regulation of any court or other governmental entity that would have an adverse effect on the Business Premises or the Business Assets.

**3.1.5 Other Liabilities.** To the best of its knowledge, information, and belief, Seller has no obligations or liabilities (whether accrued, absolute, contingent or otherwise, whether due or to become due) to any individual or legal entity related to the Business Assets.

**3.1.6 Tax Matters.** Seller has duly filed all tax reports and returns required to be filed by Seller and has paid, or otherwise adequately provided for, all taxes and other charges due or claimed to be due from Seller by federal, state or local taxing authorities for all periods of time up to and including the date of this Agreement. Any such taxes due through the date of Closing shall be paid by Seller.

**3.1.7 Title to Business Assets.** On the Closing Date, Seller shall have good, valid and marketable title to all of the Business Assets, free and clear of all mortgages, pledges, liens, judgments, security interest, conditional sales agreements, charges, debts, liabilities, encumbrances and restrictions of every kind and nature. Seller has the full and unqualified legal right, power and authority to sell, transfer, assign and convey complete and absolute legal and equitable title to all of the Business Assets, free and clear of all mortgages, pledges, liens, judgments, security interests, conditional sales agreements, charges, debts, liabilities, encumbrances and restrictions of every kind and nature. On the Closing Date, Purchaser will acquire complete and absolute legal and equitable title to substantially all of the Business Assets, (as reflected on Exhibit "A") free and clear of all mortgages, pledges, liens, judgments, security interests, conditional sales agreements, charges, debts, liabilities, encumbrances and restrictions of every kind and nature.

**3.1.8 Inventories.** All of the Inventory sold to Purchaser from Seller at Closing shall be usable in the ordinary course of Purchaser's business. Usable shall be defined as intact and sealed bottles. On the morning of Closing, all Inventory being sold will be present and/or delivered to the Business Premises or licensed warehouse location. On the day of Closing and prior to 1:00P.M., Purchaser shall inspect the Inventory to confirm the Inventory is usable, specifically that no bottles are broken or opened, and make any objections to the usability of the Inventory. Subsequent to Closing, Purchaser has no right to object to the quality and usability of the Inventory.

**3.1.9 Contracts.** Seller is not a party to or bound by any contract, lease or agreement that cannot be terminated without liability to Purchaser upon notice of thirty (30) days or less.

**3.1.10 Litigation.** There is no action, suit, proceeding or investigation, by or before any court or governmental regulatory or administrative agency or commission, pending or threatened against or involving Seller, that would have an adverse effect on the Business Assets or the ability of Seller to consummate the transactions contemplated by this Agreement except the pending liquor license case for Purchaser before the Worcester County Board of License Commissioners.

**3.1.11 Compliance with Applicable Law.** To the best of its knowledge, information, and belief, Seller has not violated or infringed any federal, state or local laws, statutes, ordinances, rules or regulations, the enforcement of which would have an adverse effect on the Business or the Business Assets, including, but not limited to, all environmental laws. Seller has not received any notification of any asserted present or past failure by Seller to comply with such laws, statutes, ordinances, rules or regulations.

**3.1.12 Business Organization.** Seller intends to keep open the Business through January 1, 2017 and be closed from then until the date of Closing. The present landlord of Seller has agreed to extend the existing Lease for Seller until Closing.

**3.1.13 Consents.** The execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of the transactions contemplated by this Agreement, do not require any consents or approvals that will not be obtained by Seller prior to the Closing Date.

**3.1.14 Employment Contracts; Employees.** Seller is not party to or bound by any employment or consulting contract or agreement with any employees, consultants, agents or representatives that cannot be terminated by Seller without liability to Purchaser.

**3.1.15 Permits.** To the best of its knowledge, information, and belief, Seller has obtained and presently holds all permits, licenses and approvals that are necessary for operating at the Business Premises.

**3.1.16 Insurance.** Seller and all of the Business Assets are insured against all risks normally insured by persons conducting similar businesses. All such policies are in full force and effect and will remain in full force and effect through the Closing.

**3.1.17 Bankruptcy.** No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors,

voluntary or involuntary, affecting Seller, or the Business Assets, are pending or threatened, and Seller has not made any assignment for the benefit of creditors, nor taken any other action with a view to, or that would constitute the basis for the institution of, such insolvency proceedings.

**3.1.18 Documents Delivered.** Each copy or original of any agreement, contract or other instrument that is identified in any exhibit delivered by Seller to Purchaser, whether before or after the execution of this Agreement, is in fact what it is purported to be by Seller, as the case may be, and has not been amended, canceled or otherwise modified.

**3.1.19 Full Disclosure.** Nothing contained in this Agreement contains any untrue or misrepresentation of material fact, and Seller does not have actual knowledge of any material fact or significant event or pending event that could reasonably be expected to have a material adverse effect on the Business or the Business Assets in the hands of Purchaser.

**3.2 Purchaser's Representations and Warranties.** Knowing that Seller relies thereon, Purchaser represents and warrants to Seller as of the date of this Agreement and as of the Closing Date as follows:

**3.2.1 Authority; Power.** Purchaser has the power and the authority to execute and deliver this Agreement and to take all such other action necessary to consummate the transactions contemplated by this Agreement.

**3.2.2 Valid, Binding and Enforceable Agreement.** This Agreement, and all of the other documents, instruments, exhibits and agreements executed by Purchaser in connection with this Agreement, constitute valid and binding agreements of Purchaser, enforceable against Purchaser in accordance with their terms.

**3.2.3 No Brokers.** No person acting on behalf of Purchaser is entitled to or has any claim for any brokerage or finder's fee or commission in connection with the execution of this Agreement and the consummation of the transactions contemplated by this Agreement.

**3.2.4 Organization; Good Standing.** Purchaser is duly organized, validly existing and in good standing under the laws of the State of Maryland and, to the best of their knowledge, information, and belief, is duly qualified to do business in the State of Maryland.

**3.2.5 Litigation.** There is no action, suit, proceeding or investigation, by or before any court or governmental regulatory or administrative agency or commission, pending or threatened against or involving Purchaser, that would have an adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement except the pending liquor license case for Purchaser before the Worcester County Board of License Commissioners.

**3.2.6 Compliance with Applicable Law.** To the best of its knowledge, information, and belief, Purchaser has not violated or infringed any federal, state or local laws, statutes, ordinances, rules or regulations, the enforcement of which would have an adverse effect on this Agreement. Purchaser has not received any notification of any asserted present or past failure by Purchaser to comply with such laws, statutes, ordinances, rules or regulations.

**3.2.7 Consents.** The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the transactions contemplated by this Agreement do not require any consents or approvals that will not be obtained by Purchaser prior to the Closing Date.

**3.2.8 Bankruptcy.** No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Purchaser, are pending or threatened, and Purchaser has not made any assignment for the benefit of creditors, nor taken any other action with a view to, or that would constitute the basis for the institution of, such insolvency proceedings.

#### ARTICLE 4 – CONDUCT PENDING CLOSING

**4.1 Consents.** Each of the parties to this Agreement shall use its best efforts to obtain the consents and approvals of all necessary governmental, lessor, creditor or similar approvals necessary to consummate the transactions contemplated under this Agreement.

**4.2 Covenant to Satisfy Conditions Precedent.** Each of the parties to this Agreement shall use its best efforts to ensure that the conditions precedent set forth in Article 5 of this Agreement are satisfied insofar as such matters are within the control of any of them.

**4.3 Expenses.** Each of the parties to this Agreement agrees to pay all of its own costs and expenses incurred or to be incurred in connection with negotiating and preparing this Agreement and consummating the transactions contemplated by this Agreement.

**4.4 Conduct of Business.** From the date of this Agreement until the Closing Date, Seller agrees to the following (except with the prior written consent of Purchaser):

(a) To continue to operate the Business Premises in the ordinary course of business and not to make any significant capital improvements or commitments to sell, dispose or acquire any assets or properties, except in the ordinary course of business.

(b) To use, operate, maintain and repair the Business Assets and Business Premises in accordance with prior practice.

(c) To maintain in full force and effect policies of insurance to protect the Business, the Business Assets and the Business Premises from loss in accordance with Seller's normal insurance practice.

(d) To comply with all laws, statutes, ordinances, rules or regulations, the enforcement of which would have a material adverse effect on the operations of the Business, the Business Assets or the Business Premises.

**4.5 No Shop Provision.** Seller shall not, during the period beginning upon the execution of this Agreement and continuing through the Closing Date engage in any discussions or negotiations with any other party to sell or acquire any of the Business Assets of the Business Premises.

ARTICLE 5 –  
CONDITIONS PRECEDENT

**5.1 Conditions Precedent to the Obligations of Purchaser.** The obligations of Purchaser to perform this Agreement are subject to and conditioned upon the satisfaction on or before the Closing Date of the following conditions, unless waived in writing by Purchaser:

**5.1.1 Representations and Warranties.** The representations and warranties of Seller set forth in Section 3.1 of this Agreement shall be true and correct in all material respects as if made on and as of the Closing Date, and Seller shall have performed and complied with all covenants and agreements required to be performed or complied with on or before the Closing Date.

**5.1.2 Authorization of Agreement.** All actions necessary to authorize the execution, delivery, and performance of this Agreement and all of the other documents, instruments and agreements executed by Seller in connection with this Agreement, and the consummation of the transactions contemplated by this Agreement, have been duly and validly taken by Seller and Seller shall have full power and right to consummate the transactions contemplated by this Agreement.

**5.1.3 Adverse Change.** There shall not have been any change in the financial condition of the the Business Assets and the Business Premises or the operations or prospects of the Business Premises, other than changes in the ordinary course of business consistent with past practices, that individually and in the aggregate have had any material adverse effect on the financial condition of the the Business Assets or the Business Premises.

**5.1.4 Approval of Documentation.** The form and substance of all agreements, certificates, instruments and other documents delivered to Purchaser in accordance with the provisions of this Agreement shall be satisfactory in all reasonable respects to Purchaser and its counsel.

**5.1.5 Bulk Transfer and Liquor License.** The obligations of Purchaser under the terms of this Agreement are contingent upon the Comptroller for the State of Maryland approving the bulk transfer permit of the Inventory from the Seller to Purchaser and the Worcester County Board of License Commissioners approving the modification to the licensed premises and issuance of a Class “A” B/W/L 7 day license to Purchaser, as has been applied for prior to the date of this Agreement. The license shall be received prior to Closing.

**5.2 Conditions Precedent to the Obligations of Seller.** The obligations of Seller to perform this Agreement are subject to and conditioned upon the satisfaction on or before the Closing Date of the following conditions, unless waived in writing by Seller:

**5.2.1 Representations and Warranties.** The representations and warranties of Purchaser set forth in Section 3.2 of this Agreement shall be true and correct in all material respects as if made on and as of the Closing Date, and Purchaser shall have performed and complied with all covenants and agreements required to be performed or complied with on or before the Closing Date.

**5.2.2 Authorization of Agreement.** All actions necessary to authorize the execution, delivery, and performance of this Agreement and all of the other documents instruments and agreements executed in connection with this Agreement, and the consummation of the transactions contemplated by this Agreement have been duly and validly taken by Purchaser, and Purchaser shall have full power and right to consummate the transactions contemplated by this Agreement.

**5.2.3 Approval of Documentation.** The form and substance of all agreements, certificates, instruments and other documents delivered to Seller in accordance with the provisions of this Agreement shall be satisfactory in all reasonable respects to Seller and its counsel.

**5.2.4 Bulk Transfer and Liquor License.** The obligations of Seller under the terms of this Agreement are contingent upon the Comptroller for the State of Maryland approving the bulk transfer permit of the Inventory from the Seller to Purchaser, the Worcester County Board of License Commissioners approving the modification to the licensed premises and issuance of a Class "A" B/W/L 7 day license to Purchaser, as has been applied for prior to the date of this Agreement, and Purchaser receiving proper licensing for the storage of the Inventory. All licenses shall be received prior to Closing.

#### ARTICLE 6 – OBLIGATIONS AT CLOSING

**6.1 Closing.** The closing on the sale of the Business Assets by and between Seller and Purchaser as contemplated by this Agreement (the "Closing") shall be held at 1 p.m. on Thursday, January 5, 2017, at the offices of Seller in Snow Hill, Maryland, or such other date as is agreed upon in writing by the parties (the "Closing Date"). The proceeds from all sales on the Closing Date shall inure to and be the property of Seller. \*

**6.2 Seller's Obligations at Closing.** Seller shall execute and deliver to Purchaser at the Closing, the following:

- (a) Possession, title and control of all of the Business Assets.
- (b) Such documents and permits of sale, transfer, and conveyance as Purchaser may reasonably require in order to effectively sell, transfer, , and convey to Purchaser all right, title and interest in and to the Business Assets.
- (c) A certificate signed by Seller dated as of the Closing Date, in form and substance satisfactory to Purchaser and Purchaser's counsel, certifying to the best of his knowledge, information, and belief, that the representations and warranties set forth in Section 3.1 of this Agreement are true and correct as if made on and as of the Closing Date, except for changes necessary to reflect any relevant transactions (which do not cause a breach or default of any provision of this Agreement), which occur between the date of this Agreement and the Closing Date, provided such changes were contemplated by this Agreement.
- (d) A copy of the meeting minutes adopted by Seller which authorized Seller to execute, deliver, and perform this Agreement and consummate the transactions contemplated by this Agreement.

(e) All other agreements, certificates, instruments, and documents reasonably requested by Purchaser in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement.

**6.3 Purchaser's Obligations at Closing.** Purchaser shall execute and deliver to Seller at the Closing, the following:

(a) The Purchase Price in certified funds as provided in Section 2.1 of this Agreement.

(b) A certificate signed by Purchaser, dated as of the Closing Date, in form and substance satisfactory to Seller and their counsel, certifying that the representations and warranties set forth in Section 3.2 of this Agreement are true and correct as if made on and as of the Closing Date, except for changes necessary to reflect any relevant transactions (which do not cause a breach or default of any provision of this Agreement), which occur between the date of this Agreement and the Closing Date, provided such changes were contemplated by this Agreement.

(c) A certificate signed by Purchaser, dated as of the Closing Date, in form and substance satisfactory to Seller and their counsel, certifying that the conditions specified in Sections 5.2 have been satisfied.

(d) All other agreements, certificates, instruments and documents reasonably requested by Seller in order to fully consummate the transactions contemplated by this Agreement and carry out the purpose and intent of this Agreement.

#### ARTICLE 7 – OBLIGATIONS AFTER CLOSING

**7.1 Further Assurances.** At any time after the Closing, Seller and Purchaser agree to promptly execute and deliver all such further agreements, certificates, instruments, and documents and perform such further actions as may be reasonably requested by any other party in order to fully consummate the transactions contemplated by this Agreement and carry out the purpose and intent of this Agreement.

#### ARTICLE 8 – INDEMNIFICATION

**8.1 Seller's Obligation to Indemnify.** With the exception of any tax-related liabilities which shall be indemnified up through the applicable Statute of Limitations expiration, Seller shall indemnify and hold Purchaser harmless to the extent permitted by law from and against any claims, losses, damages, debts, obligations and liabilities, including, without limitation, disbursements (“Losses”), arising out of or in connection with any of the following:

(a) Any misrepresentation, breach, or failure of any warranty or representation made by Seller in this Agreement, or any of the other documents, instruments, exhibits or agreements executed by Seller in connection with this Agreement.

(b) Any failure or refusal by Seller to satisfy or perform any term or condition of this Agreement to be satisfied or performed by Seller under this Agreement.

(c) Any event relating to the the Business Premises, the Business Assets or Seller's conduct related to the Business Assets and Business Premises occurring prior to the Closing Date.

**8.2 Purchaser's Obligation to Indemnify.** Purchaser shall indemnify and hold Seller harmless from and against any claims, losses, damages, debts, obligations and liabilities, including without limitation, disbursements ("Losses") arising out of or in connection with any of the following:

(a) Any material misrepresentation, breach, or failure of any warranty or representation made by Purchaser in this Agreement, or any of the other documents, instruments, exhibits or agreements executed by Purchaser in connection with this Agreement.

(b) Any failure or refusal by Purchaser to satisfy or perform any term or condition of this Agreement to be satisfied or performed by Purchaser under this Agreement.

(c) Any event relating to the the Business Premises, the Business Assets or Purchaser's conduct of the Business occurring on or after the Closing Date.

**8.3 Notice and Payments.** If any party (the "Indemnitee") believes that it is entitled to indemnification under this Article 8 of this Agreement, then the Indemnitee shall give written notice to the other party (the "Indemnitor") of the claim for indemnification, setting forth in writing the grounds for such claim and the amount in dispute.

## ARTICLE 9 – TERMINATION

**9.1 Termination.** This Agreement may be terminated at any time prior to the Closing Date by:

(a) The mutual consent of Purchaser and Seller;

(b) Either Purchaser or Seller in the event of a material breach or default of this Agreement by such other party;

(c) Purchaser if any of the conditions set forth in Section 5.1 of this Agreement are not satisfied on or before the Closing Date; or

(d) Seller if any of the conditions set forth in Section 5.2 of this Agreement are not satisfied on or before the Closing Date.

**9.2 Specific Performance.** Each party's obligations under this Agreement are unique, and each party expressly acknowledges that, in the event of a breach or default in the full and timely performance and satisfaction of any such obligations, it would be extremely difficult to measure the resulting damages. Accordingly, in the event of any such breach or default, the non-defaulting party shall be entitled, in addition to all other rights and remedies that it may have at law or in equity, to sue for specific performance, and each party expressly waives the defense that a remedy at law is adequate.

**9.3 Default Prior to Closing.** If Purchaser is in breach or default under this Agreement prior

to the Closing, then Seller shall have the right to declare this Agreement null and void and/or exercise against Purchaser any legal or equitable rights or remedies to which Seller is entitled. If Seller is in breach or default under this Agreement prior to the Closing, Purchaser shall have the right to declare this Agreement null and void and/or exercise against Seller any legal or equitable rights or remedies to which Purchaser is entitled.

## ARTICLE 10 – MISCELLANEOUS

**10.1 Entire Understanding.** This Agreement states the entire understanding among the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior oral and written communications, writings, and agreements with respect to the subject matter of this Agreement by and between Seller and Purchaser. This Agreement shall not be amended or modified except in a subsequent written document signed by all of the parties to this Agreement. This Agreement shall not be terminated except as provided for in Article 9 of this Agreement.

**10.2 Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

**10.3 No Waivers.** Except as otherwise expressly provided for in this Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power, or remedy by any party to this Agreement shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power, or remedy.

**10.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument.

**10.5 Headings.** Article, Section and Subsection headings in this Agreement are for convenience of reference only and shall neither constitute a part of this Agreement nor affect its interpretation.

**10.6 References.** All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

**10.7 Controlling Law.** This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Maryland, without regard to principles of conflicts of law.

**10.8 Authorship.** No questions of interpretation concerning this Agreement shall be construed for or against any party based on the consideration of authorship.

**10.9 Time of the Essence.** Time is of the essence of this Agreement.

**10.10 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this

Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the consummation of the transactions contemplated by this Agreement is adversely affected thereby.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Agreement as in instrument under seal as of the date first above written.

WITNESS:

\_\_\_\_\_

SELLER  
County Commissioners of Worcester  
County, Maryland

By: \_\_\_\_\_(SEAL)  
Madison J. Bunting, Jr. - President

\_\_\_\_\_

PURCHASER  
GCBW, Inc., a Maryland corporation

By: \_\_\_\_\_(SEAL)  
Mohamad "Mike" Ramadan  
President

STATE OF MARYLAND, COUNTY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_ day of October, 2016, before me, a Notary Public for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is authorized by GCBW, Inc., a corporation organized and existing under the law of Maryland, and that he/she has been duly authorized to execute, and has executed such instruments on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of November, 2016, before me, a Notary Public in and for the State of Maryland, personally appeared Madison J. Bunting, Jr., who acknowledged himself/herself to be the President of the County Commissioners of Worcester County, Maryland, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the foregoing Agreement on behalf of the County Commissioners of Worcester County, Maryland, as for the purposes therein contained as its duly authorized

\_\_\_\_\_.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**Exhibit A**

**SCHEDULE OF INVENTORY TRANSFERRED**

# Exhibit A

## Worcester County Liquor Control Estimated Merchandise Analysis by Item Number.

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 100         | MACALLAN MALT SCOTCH 12Y 750ML | 6          | \$292.78    |
| 1006        | ABSOLUT VANILLA VODKA 750ML    | 12         | \$184.56    |
| 101         | EVAN WILLIAMS BLACK BOU 1.75L  | 20         | \$339.88    |
| 103         | CARAVELLA LIMONCELLO 750ML     | 12         | \$130.62    |
| 1034        | STOLICHNAYA CITROS VODKA 750ML | 6          | \$96.38     |
| 104         | 99 APPLES SCHNAPPS 750ML       | 10         | \$94.06     |
| 1066        | BACARDI RUM ISL ITEA 1.75L**   | 4          | \$47.18     |
| 1069        | SVEDKA VODKA 1.75L             | 106        | \$1,610.00  |
| 1081        | SEAGRAMS VO GOLD 1.75L         | 12         | \$287.92    |
| 1085        | DON JULIO 1942 TEQUILA 750ML   | 6          | \$507.58    |
| 1088        | MAGELLAN GIN 88 750 ML         | 8          | \$157.32    |
| 110         | KAMORA COFFEE LIQUEUR 1.75L    | 10         | \$200.08    |
| 1105        | CIROC VODKA 1L**               | 114        | \$3,476.44  |
| 112         | PAUL MASSON BRANDY VSOP 750ML  | 4          | \$35.98     |
| 1138        | ABSOLUT RASPBERRI VODKA 50ML   | 86         | \$85.54     |
| 1177        | CANADA DRY SELTZER 1L          | 100        | \$87.50     |
| 1190        | DON Q GOLD RUM 1L**            | 16         | \$131.62    |
| 1203        | EAGLE RARE S/B BOU 10 YR 750ML | 14         | \$232.54    |
| 1213        | MCCLELLANDS HIGHLAND SCO 1.75L | 14         | \$409.50    |
| 1215        | CHRISTIAN BROTHER FR WHT 750ML | 6          | \$47.90     |
| 1247        | SMIRNOFF VODKA 80 PET 1.75L    | 86         | \$1,398.54  |
| 1253        | BURNETTS COCONUT VODKA 750ML   | 12         | \$79.14     |
| 1260        | TANQUERAY NO. TEN GIN 750ML    | 10         | \$232.86    |
| 1262        | DEK HOT DAMN SCHNP 48 375ML**  | 8          | \$38.44     |
| 1328        | DEK CHERRY BRANDY 1L           | 8          | \$67.72     |
| 1343        | STOLICHNAYA VANIL VODKA 1.75L  | 10         | \$265.36    |
| 1377        | ST REMY NAPO BRAND VSOP 1.75L  | 4          | \$79.98     |
| 1381        | REMY MARTIN 1738 ACCORD 750ML  | 10         | \$407.66    |
| 1399        | HANGAR ONE STRAIGHT VOD 750ML  | 8          | \$185.84    |
| 14          | KNOB CREEK BOURBO 9Y 100 750ML | 20         | \$479.72    |
| 143         | YUKON JACK 100 200ML***        | 14         | \$52.34     |
| 1432        | SVEDKA RASPBERRY VODKA 1L**    | 58         | \$519.40    |
| 1437        | SVEDKA VANILLA VODKA 750ML     | 6          | \$48.40     |
| 144         | TRIBUNO SWEET VERMOUTH 375ML   | 12         | \$28.22     |
| 1444        | BOURBON SUPR BLENDED BBN 1.75  | 8          | \$111.92    |
| 145         | TRIBUNO DRY VERMOUTH 375ML     | 16         | \$37.60     |
| 1451        | TRAVEL FLASK 16OZ 16OZ         | 6          | \$11.94     |
| 150         | ABSOLUT MANDRIN VODKA 50ML     | 76         | \$77.32     |
| 15000       | ANCIENT AGE BOURBON 1.75L      | 6          | \$73.90     |
| 15002       | ANCIENT AGE BOURBON 750ML      | 2          | \$11.94     |
| 1504        | MALIBU MANGO RUM 750ML         | 26         | \$208.14    |
| 15082       | BULLEIT BOURBON 90 750ML       | 18         | \$345.52    |
| 15090       | CABIN STILL 1.75L              | 10         | \$129.94    |
| 15100       | EARLY TIMES KY WHISKEY 1.75    | 8          | \$95.96     |
| 15102       | EARLY TIMES KY WHISKE 750ML*** | 18         | \$151.12    |
| 15112       | EVAN WILLIAMS BLACK BOU 750ML  | 36         | \$324.44    |
| 15113       | EVAN WILLIAMS BLACK BOU 375ML  | 16         | \$76.72     |
| 15120       | EZRA BROOKS KS BOU 90 1.75L    | 10         | \$167.72    |
| 15122       | EZRA BROOKS KS BOU 90 750ML    | 8          | \$70.32     |
| 15140       | JIM BEAM BOURBON 1.75L         | 26         | \$529.74    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                     | Qty on hnd | Cost on hnd |
|-------------|---------------------------------|------------|-------------|
| 15141       | JIM BEAM BOURBON 1L             | 200        | \$2,547.84  |
| 15142       | JIM BEAM BOURBON 750ML          | 45         | \$446.63    |
| 15143       | JIM BEAM BOURBON 375ML          | 29         | \$192.95    |
| 15144       | JIM BEAM BOURBON 200ML          | 39         | \$135.92    |
| 15145       | JIM BEAM BOURBON 50ML           | 141        | \$93.68     |
| 15170       | KENTUCKY GENTLEMAN BOUR 1.75L   | 47         | \$398.97    |
| 15173       | KENTUCKY GENTLEMAN BOUR 375ML   | 17         | \$37.32     |
| 15174       | KENTUCKY GENTLEMAN BOUR 200ML   | 125        | \$184.03    |
| 15181       | KENTUCKY TAVERN KSBW BOUR 1L    | 1          | \$4.91      |
| 1520        | AMARULA FRUIT CREAM LIQU 750ML  | 5          | \$73.33     |
| 15202       | MAKERS MARK BOURBON 90 750ML    | 33         | \$711.65    |
| 15220       | OLD CROW BOURBON 3YR 1.75L      | 13         | \$170.24    |
| 1524        | M & R DRY VERMOUTH 1.5L         | 9          | \$93.65     |
| 15272       | OLD GRAND DAD BOURBO 100 750ML  | 15         | \$299.93    |
| 15350       | SETTER BOURBON 1.75L            | 13         | \$156.00    |
| 1537        | GREY GOOSE VODKA 375ML          | 13         | \$130.59    |
| 15370       | VIRGINIA GENTLEMAN PET 1.75L    | 17         | \$223.25    |
| 15382       | WILD TURKEY BOURBON 101 750ML   | 7          | \$117.57    |
| 15383       | WILD TURKEY BOURBON 101 375ML   | 3          | \$23.87     |
| 1561        | GRAND MARNIER CORDON R 200ML    | 13         | \$103.94    |
| 1577        | SAILOR JERRY SPICED RUM 1.75L   | 23         | \$459.85    |
| 1593        | BACARDI BIG APPLE RUM 1L***     | 9          | \$132.44    |
| 1596        | PATRON XO CAFÉ 70 750ML         | 11         | \$124.80    |
| 1604        | CONCH REPUBLIC LIGHT RUM 1L**   | 89         | \$551.17    |
| 1641        | CRUZAN MANGO RUM 1.75L**        | 9          | \$147.11    |
| 165         | DON JULIO BLANCO TEQUILA 750ML  | 7          | \$215.29    |
| 167         | CPT MORG SPICED RUM 200ML       | 17         | \$67.91     |
| 1673        | PATRON ANEJO TEQUILA 375ML      | 9          | \$193.48    |
| 1677        | PATRON REPOSADO TEQUILA 375ML   | 19         | \$357.07    |
| 1681        | BURNETT'S SOUR APPLE VODK 750ML | 9          | \$62.91     |
| 1690        | WHITE MARLIN GOLD TEQUILA 1L**  | 43         | \$257.57    |
| 1691        | RIDGEMONT RES 1792 SGL 750ML    | 11         | \$172.21    |
| 1693        | ABSOLUT APEACH VODKA 1L**       | 13         | \$233.55    |
| 1694        | ABSOLUT APEACH VODKA 750ML***   | 9          | \$121.28    |
| 170         | GREY GOOSE LE CITRON VOD 750ML  | 5          | \$115.67    |
| 1708        | JOHN BARR BLACK RES SCOT 750ML  | 15         | \$164.93    |
| 17081       | BOSTON APRICOT BRANDY 1L        | 13         | \$79.93     |
| 17083       | BOSTON APRICOT BRANDY 375ML**   | 31         | \$87.27     |
| 17093       | BOSTON BLACKBERRY BRDY 375ML**  | 51         | \$143.82    |
| 17094       | BOSTON BLACKBERRY BRANDY 200ML  | 19         | \$30.40     |
| 1711        | JOHN BARR BLACK RES SCOT 1.75L  | 3          | \$53.99     |
| 17111       | BOSTON FIVE STAR BRANDY 1L      | 9          | \$54.22     |
| 17121       | BOSTON GINGER BRANDY 1L**       | 13         | \$79.91     |
| 17123       | BOSTON GINGER BRANDY 375ML      | 9          | \$39.51     |
| 17131       | BOSTON PEACH BRANDY 1L          | 13         | \$80.02     |
| 17133       | BOSTON PEACH BRANDY 375ML**     | 17         | \$47.88     |
| 17134       | BOSTON PEACH BRANDY 200ML       | 13         | \$19.72     |
| 17150       | CHRISTIAN BROTH BRAND VS 1.75L  | 13         | \$195.67    |
| 17152       | CHRISTIAN BROTH BRAN VS 750ML   | 5          | \$39.97     |
| 17153       | CHRISTIAN BROTH BRAND VS 375ML  | 29         | \$119.63    |

**Worcester County Liquor Control  
Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 17154       | CHRISTIAN BROTH BRAND VS 200ML | 17         | \$40.71     |
| 17180       | E & J BRANDY 1.75L             | 5          | \$81.68     |
| 17182       | E & J BRANDY 750ML             | 17         | \$136.74    |
| 17183       | E & J BRANDY 375ML             | 17         | \$66.73     |
| 17184       | E & J BRANDY 200ML             | 15         | \$37.43     |
| 17190       | E & J BRANDY VSOP 1.75L        | 13         | \$229.04    |
| 17193       | E & J BRANDY VSOP 375ML        | 17         | \$73.57     |
| 17194       | E & J BRANDY VSOP 200ML        | 31         | \$86.08     |
| 17242       | LAIRDS APPLEJACK BRANDY 750ML  | 15         | \$148.78    |
| 17262       | METAXA 5 STAR 76 750ML         | 11         | \$188.50    |
| 17270       | PAUL MASSON BRANDY VS 1.75L    | 1          | \$14.40     |
| 17272       | PAUL MASSON BRANDY VS 750ML    | 17         | \$136.62    |
| 17273       | PAUL MASSON BRANDY VS 375ML    | 17         | \$63.16     |
| 17274       | PAUL MASSON BRANDY VS 200ML    | 9          | \$21.17     |
| 1741        | CPT MORG PARROT BAY MANG 1.75L | 3          | \$55.85     |
| 1748        | MALIBU PASSION FRUIT RUM 1L**  | 37         | \$406.82    |
| 1752        | BACARDI BIG APPLE RUM 750ML    | 15         | \$175.09    |
| 1761        | JOSE CUERVO LIME MARG 20 750ML | 3          | \$24.14     |
| 1762        | JOSE CUERVO GOLDEN MARG 1.75L  | 15         | \$224.93    |
| 1763        | JOSE CUERVO GOLDEN MARG 750ML  | 11         | \$107.75    |
| 1768        | JIM BEAM BLACK BOURBON86 750ML | 7          | \$111.76    |
| 1777        | SVEDKA CITRON VODKA 1L**       | 25         | \$228.13    |
| 1778        | SVEDKA CITRON VODKA 750ML      | 49         | \$343.33    |
| 1784        | ABSOLUT MANDRIN VODKA 1.75L    | 13         | \$327.56    |
| 1789        | CHI CHIS APPLTINI 1.75L***     | 1          | \$6.75      |
| 179         | PATRON CITRONG ORNGE LIQ 750ML | 19         | \$246.91    |
| 18000       | BLACK VELVET 1.75L             | 11         | \$98.95     |
| 18001       | BLACK VELVET 1L**              | 85         | \$699.19    |
| 18002       | BLACK VELVET 750ML             | 21         | \$112.94    |
| 18003       | BLACK VELVET 375ML             | 13         | \$61.04     |
| 18004       | BLACK VELVET 200ML             | 15         | \$37.35     |
| 18005       | BLACK VELVET 50ML              | 61         | \$30.68     |
| 18032       | BUSHMILL IRISH WHISKY 80 750ML | 7          | \$117.57    |
| 18061       | CANADIAN CLUB 6 YR 1L***       | 23         | \$331.35    |
| 18063       | CANADIAN CLUB 6 YR 375ML       | 25         | \$136.63    |
| 18064       | CANADIAN CLUB 6 YR 200ML**     | 21         | \$76.96     |
| 18065       | CANADIAN CLUB 6 YR 50ML**      | 9          | \$5.78      |
| 18090       | CANADIAN LTD 1.75L             | 13         | \$120.32    |
| 18092       | CANADIAN LTD 750ML             | 21         | \$97.34     |
| 18093       | CANADIAN LTD 375ML             | 11         | \$28.73     |
| 18100       | CANADIAN MIST 1.75L            | 11         | \$120.95    |
| 18102       | CANADIAN MIST 750ML            | 1          | \$7.79      |
| 18103       | CANADIAN MIST 375ML            | 7          | \$26.57     |
| 1811        | SMIRNOFF CHERRY TW VODKA 1L**  | 101        | \$1,030.52  |
| 1812        | SMIRNOFF CHERRY TWIS 750ML***  | 29         | \$260.85    |
| 18150       | CLUB 400 BLEND 1.75L           | 23         | \$209.30    |
| 18151       | CLUB 400 BLEND 1L              | 25         | \$114.75    |
| 18160       | CROWN ROYAL 1.75L              | 21         | \$776.89    |
| 18162       | CROWN ROYAL 750ML              | 35         | \$701.23    |
| 18165       | CROWN ROYAL 50ML               | 53         | \$90.49     |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 18232       | GENTLEMAN JACK RARE 80 750ML   | 15         | \$360.08    |
| 1825        | MARGARITAVILLE CALY COCO 750ML | 1          | \$10.08     |
| 18280       | IMPERIAL BLEND 1.75L           | 7          | \$58.82     |
| 18282       | IMPERIAL BLEND 750ML           | 17         | \$70.97     |
| 18283       | IMPERIAL BLEND 375ML           | 21         | \$54.85     |
| 1829        | CPT MORG TATTOO RUM 750ML      | 15         | \$214.43    |
| 18290       | JACK DANIELS BLACK LABEL 1.75L | 1          | \$34.01     |
| 18292       | JACK DANIELS BLACK LABEL 750ML | 47         | \$827.44    |
| 18293       | JACK DANIELS BLACK LABEL 375ML | 15         | \$115.58    |
| 18294       | JACK DANIELS BLACK LABEL 200ML | 55         | \$311.54    |
| 18312       | JACK DANIELS SINGLE BAR 750ML  | 3          | \$117.23    |
| 1832        | MARGARITAVILLE LIME TEQ 750ML  | 27         | \$256.37    |
| 18322       | JOHN JAMESON IRISH WHISK 750ML | 45         | \$796.28    |
| 18323       | JOHN JAMESON IRISH WHISK 375ML | 17         | \$113.99    |
| 18360       | LORD CALVERT CANADIAN 1.75L    | 19         | \$197.49    |
| 18362       | LORD CALVERT CANADIAN 750ML    | 9          | \$60.52     |
| 18365       | LORD CALVERT CANADIAN 50ML     | 25         | \$14.87     |
| 18470       | SEAGRAMS 7 CROWN 1.75L         | 11         | \$146.58    |
| 18472       | SEAGRAMS 7 CROWN 750ML         | 15         | \$156.00    |
| 18473       | SEAGRAMS 7 CROWN 375ML         | 15         | \$89.93     |
| 18474       | SEAGRAMS 7 CROWN PET 200ML     | 1          | \$3.34      |
| 18475       | SEAGRAMS 7 CROWN 50ML          | 15         | \$14.91     |
| 18490       | SEAGRAMS VO 1.75L              | 9          | \$149.94    |
| 18492       | SEAGRAMS VO 750ML              | 7          | \$69.97     |
| 18493       | SEAGRAMS VO 375ML              | 11         | \$72.11     |
| 18495       | SEAGRAMS VO 50ML               | 29         | \$34.08     |
| 185         | BASIL HAYDEN BOURBON 8YR 750ML | 9          | \$323.95    |
| 1856        | E & J XO BRANDY 750ML          | 1          | \$8.89      |
| 1857        | E & J XO BRANDY 375ML          | 11         | \$51.32     |
| 1861        | ALIZE BLEU 750ML               | 1          | \$10.06     |
| 1863        | REMY MARTIN VSOP COGNAC 50ML   | 35         | \$104.83    |
| 19          | BOMBAY DRY GIN 86 750ML        | 17         | \$231.24    |
| 190         | WHITE MARLIN GIN 1L            | 32         | \$146.08    |
| 191         | WHITE MARLIN RUM 1L            | 6          | \$30.16     |
| 19131       | DESERT ISLAND LONG ISLAND 1L   | 12         | \$65.88     |
| 192         | WHITE MARLIN VODKA 1L          | 16         | \$71.54     |
| 19404       | KAHLUA DTG KAH /MLK CK 200ML** | 28         | \$46.88     |
| 19444       | KAHLUA DTG MUDSLIDE CKT 200ML  | 68         | \$113.84    |
| 19454       | KAHLUA DTG WHT RUSS CKT 200ML  | 92         | \$154.02    |
| 1952        | SVEDKA CITRON VODKA 1.75L      | 14         | \$202.06    |
| 19522       | SEAGRAMS & JUICE 750ML         | 6          | \$41.98     |
| 1953        | PARAMOUNT CHERRY VODKA 1L**    | 10         | \$53.56     |
| 1954        | PARAMOUNT GRAPE VODKA 1L       | 12         | \$49.58     |
| 1956        | 99 BLACK CHERRI SCHNAPPS 750ML | 14         | \$134.68    |
| 1963        | JOHNNIE WALKER BLACK SCO 1.75L | 15         | \$824.64    |
| 1969        | SMIRNOFF CRANB TWIST VOD 1.75L | 5          | \$83.32     |
| 20          | GREY GOOSE L'ORANGE VOD 750ML  | 11         | \$252.95    |
| 2000        | BACARDI GRAND MELON RUM 750ML  | 12         | \$102.76    |
| 20002       | ALIZE GOLD PASSION 750ML       | 14         | \$201.82    |
| 20012       | ALIZE RED PASSION 750ML        | 12         | \$166.66    |

**Worcester County Liquor Control**  
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| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 20052       | COURVOISIER COGNAC VSOP 750ML  | 2          | \$67.98     |
| 2009        | ABSOLUT RUBY RED 1.75L**       | 16         | \$381.38    |
| 20100       | HENNESSY COGNAC VS 1.75L       | 44         | \$2,853.18  |
| 20102       | HENNESSY COGNAC VS 750ML       | 40         | \$1,079.80  |
| 20103       | HENNESSY COGNAC VS FLASK 375ML | 70         | \$1,119.30  |
| 20104       | HENNESSY COGNAC VS 200ML       | 38         | \$417.62    |
| 2011        | ABSOLUT RUBY RED 750ML         | 144        | \$1,346.12  |
| 20112       | HENNESSY VSOP PRIV COGNA 750ML | 4          | \$199.82    |
| 2012        | ABSOLUT RUBY RED 50ML          | 39         | \$36.86     |
| 20152       | REMY MARTIN VSOP COGNAC 750ML  | 19         | \$653.32    |
| 20153       | REMY MARTIN VSOP COGNAC 375ML  | 17         | \$264.61    |
| 202         | CHOPIN VODKA 750ML             | 1          | \$22.00     |
| 2021        | DON Q GOLD RUM 1.75L           | 11         | \$168.52    |
| 2026        | PATRON SILVER TEQUILA 50ML     | 24         | \$104.02    |
| 2042        | CROWN ROYAL EXTRA RARE 750ML   | 2          | \$128.00    |
| 2050        | BURNETTS CHERRY VODKA 750ML    | 22         | \$142.90    |
| 2054        | BURNETTS MANGO VODKA 750ML     | 14         | \$90.08     |
| 2055        | BURNETTS ORANGE VODKA 750ML    | 4          | \$25.54     |
| 2056        | BURNETTS PEACH VODKA 750ML     | 6          | \$38.84     |
| 2061        | JACQUINS ROCK & RYE 750ML      | 14         | \$112.06    |
| 2065        | CAZADORES ANEJO TEQUILA 750ML  | 2          | \$60.66     |
| 207         | KETEL ONE CITROEN VODKA 1.75L  | 12         | \$400.02    |
| 2090        | SAILOR JERRY SPICED RUM 92 1L  | 14         | \$188.94    |
| 2091        | SAILOR JERRY SPICED RUM 375ML  | 10         | \$76.26     |
| 2092        | SAILOR JERRY SPICED RUM 200ML  | 8          | \$37.26     |
| 21002       | AFTER SHOCK LIQUEUR 80 750ML   | 11         | \$193.62    |
| 21022       | DI SARONNO AMARETTO 750ML      | 43         | \$793.68    |
| 21023       | DI SARONNO AMARETTO 375ML      | 31         | \$316.65    |
| 21025       | DI SARONNO AMARETTO 50ML       | 1          | \$2.34      |
| 21042       | B & B LIQUEUR 750ML            | 7          | \$181.90    |
| 21055       | BAILEYS IRISH CREAM 50ML       | 47         | \$105.99    |
| 21072       | BAUCHANT LIQUEUR 750ML         | 3          | \$45.99     |
| 21112       | BLACK HAUS 80 750ML            | 13         | \$225.66    |
| 21113       | BLACK HAUS 80 375ML**          | 3          | \$26.61     |
| 21281       | BOSTON AMARETTO 1L             | 13         | \$46.87     |
| 21291       | BOSTON ANISETTE 1L             | 27         | \$97.39     |
| 21311       | BOSTON BLACK RASPBERRY 1L      | 37         | \$133.67    |
| 21321       | BOSTON BLUE CURACO 1L          | 17         | \$61.35     |
| 21331       | BOSTON CREME DE BANANA 1L      | 9          | \$32.54     |
| 21341       | BOSTON CREME DE CACAO BROWN 1L | 27         | \$97.34     |
| 21351       | BOSTON CREME DE CACAO WHITE 1L | 7          | \$25.24     |
| 21361       | BOSTON CREME DE CAFE 1L**      | 17         | \$61.54     |
| 21371       | BOSTON CREME DE MEN GREEN 1L   | 17         | \$61.31     |
| 21381       | BOSTON CREME DE MEN WHITE 1L   | 15         | \$54.11     |
| 21391       | BOSTON MELON LIQUEUR 1L        | 7          | \$27.27     |
| 21412       | BOSTON ROCK & RYE/ FRUIT 750ML | 7          | \$36.40     |
| 21421       | BOSTON SLOE GIN 1L**           | 43         | \$251.86    |
| 21431       | BOSTON TRIPLE SEC 1L           | 81         | \$292.01    |
| 21440       | CAFFE LOLITA COFFE LICOR 1.75L | 19         | \$277.61    |
| 21441       | CAFFE LOLITA COFFEE LICOR 1L   | 19         | \$164.64    |

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| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 21442       | CAFFE LOLITA COFFE LICOR 750ML | 23         | \$173.54    |
| 21451       | CAMPARI APERITIVO 1L           | 15         | \$445.24    |
| 21472       | CHAMBORD LIQUEUR ROYALE 750ML  | 3          | \$71.40     |
| 21482       | COINTREAU LIQUEUR 750ML        | 7          | \$207.11    |
| 215         | SMIRNOFF ORNG TWIST VOD 50ML   | 245        | \$129.13    |
| 21572       | DRAMBUIE 80 750ML              | 5          | \$136.08    |
| 21573       | DRAMBUIE 80 375ML              | 7          | \$95.66     |
| 21612       | FRANGELICO LIQUEUR 750ML       | 11         | \$179.74    |
| 217         | KETEL ONE CITROEN VOD 750ML*** | 13         | \$284.24    |
| 21722       | GODIVA CHOCOLATE LIQUEUR 750ML | 3          | \$56.54     |
| 21742       | STOCK GRAN GALA LIQUEUR 750ML  | 31         | \$354.68    |
| 21750       | GRAND MARNIER CORDON R 1.75L   | 25         | \$1,499.85  |
| 21752       | GRAND MARNIER CORDON R 750ML   | 25         | \$718.10    |
| 21755       | GRAND MARNIER CORDON R 50ML    | 35         | \$107.10    |
| 218         | KETEL ONE CITROEN VODKA 1L**   | 21         | \$477.69    |
| 21812       | IRISH MIST LIQUEUR 750ML       | 11         | \$230.62    |
| 21832       | JAGERMEISTER 750ML             | 45         | \$719.78    |
| 21833       | JAGERMEISTER 375ML             | 61         | \$478.22    |
| 21835       | JAGERMEISTER 50ML              | 1          | \$1.08      |
| 21840       | KAHLUA COFFEE LIQUEUR 1.75L    | 25         | \$811.44    |
| 21843       | KAHLUA COFFEE LIQUEUR 375ML    | 9          | \$77.99     |
| 21844       | KAHLUA COFFEE LIQUEUR 200ML    | 19         | \$113.91    |
| 21845       | KAHLUA COFFEE LIQUEUR 50ML     | 33         | \$52.31     |
| 2185        | YAZI GINGER VODKA 750ML        | 5          | \$125.00    |
| 21852       | KAPALI LICOR DE CAFE 40 750ML  | 19         | \$109.35    |
| 21881       | LICOR 43 1L                    | 7          | \$189.63    |
| 21882       | LICOR 43 750ML                 | 13         | \$181.94    |
| 2189        | GREY GOOSE LA POIRE VOD 750ML  | 5          | \$110.28    |
| 2190        | ABSOLUT PEAR VODKA 1L**        | 23         | \$435.18    |
| 21942       | MCCORMICK IRISH CREAM 750ML    | 31         | \$309.85    |
| 21952       | METAXA OUZO 750ML              | 3          | \$38.27     |
| 21981       | MONTEZUMA TRIPLE SEC 30 1L     | 133        | \$379.74    |
| 2204        | JOHN JAMESON IRISH WHISK 50ML  | 23         | \$30.69     |
| 22072       | ROMANA BLACK SAMBUCA 80 750ML  | 19         | \$408.04    |
| 22082       | ROMANA SAMBUCA 84 750ML        | 3          | \$57.32     |
| 22085       | ROMANA SAMBUCA 84 50ML         | 11         | \$23.05     |
| 22102       | SABROSO COFFEE LIQUEUR 750ML   | 17         | \$85.09     |
| 2213        | BACARDI ANEJO RUM 750ML        | 7          | \$95.03     |
| 22132       | SOUTHERN COMFORT 100 750ML     | 29         | \$405.61    |
| 22140       | SOUTHERN COMFORT 70 1.75L      | 13         | \$290.46    |
| 22142       | SOUTHERN COMFORT 70 750ML      | 23         | \$239.09    |
| 22143       | SOUTHERN COMFORT 70 375ML      | 11         | \$65.96     |
| 22145       | SOUTHERN COMFORT 70 50ML       | 47         | \$27.42     |
| 22150       | ST BRENDANS IRISH CREAM 1.75L  | 15         | \$274.88    |
| 22152       | ST BRENDANS IRISH CREAM 750ML  | 15         | \$132.23    |
| 22192       | TIA MARIA 750ML                | 3          | \$51.32     |
| 22212       | TUACA LIQUEUR 750ML            | 11         | \$175.91    |
| 22213       | TUACA LIQUEUR 375ML            | 17         | \$152.92    |
| 22222       | YUKON JACK 100 750ML           | 11         | \$191.82    |
| 22223       | YUKON JACK 100 375ML           | 5          | \$34.70     |

**Worcester County Liquor Control  
Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 22244       | ANGOSTURA BITTERS 4OZ          | 23         | \$154.27    |
| 223         | PATRON SILVER TEQUILA 750ML    | 15         | \$563.93    |
| 2237        | AGWA DE BOLIVIA LIQUEU 750ML   | 5          | \$134.95    |
| 2254        | CALICO JACK COCONUT RUM 1L**   | 33         | \$297.17    |
| 226         | MALIBU PINEAPPLE RUM 750ML     | 31         | \$309.59    |
| 228         | CPT MORG SILVER RUM 70 750ML   | 19         | \$274.08    |
| 2285        | BOSTON WATERMELON SCHNAPPS 1L  | 3          | \$10.94     |
| 2286        | GOLDSCHLAGER SCHNAPPS 200ML    | 3          | \$16.31     |
| 2308        | IRISH MANOR CREAM LIQ 1.75L    | 11         | \$201.69    |
| 2321        | PATRON SILVER TEQUILA 1.75L    | 9          | \$636.17    |
| 2340        | 99 PEACHES SCHNAPPS 750ML      | 15         | \$141.08    |
| 2341        | CRUZAN BLACK CHERRY RUM 1L**   | 27         | \$284.45    |
| 2394        | MALIBU TROP BANANA RUM 1.75L** | 5          | \$72.32     |
| 2395        | MALIBU TROP BANANA RUM 750ML   | 15         | \$126.83    |
| 2409        | BACARDI PEACH RED RUM 750ML    | 9          | \$102.92    |
| 2421        | BACARDI GRAND MELON RUM 375ML  | 7          | \$42.12     |
| 2467        | SVEDKA VODKA 375ML             | 35         | \$139.57    |
| 2489        | RHUM BARBANCORT 3S 4Y 375ML**  | 7          | \$51.31     |
| 25010       | BEEFEATER GIN 1.75L            | 3          | \$66.95     |
| 25012       | BEEFEATER GIN 750ML            | 17         | \$242.68    |
| 25020       | BOMBAY DRY GIN 86 1.75L        | 7          | \$141.03    |
| 25030       | BOMBAY SAPPHIRE GIN 94 1.75L   | 11         | \$329.95    |
| 25035       | BOMBAY SAPPHIRE GIN 94 60ML    | 23         | \$41.29     |
| 25050       | BOOTH'S GIN 90 1.75L           | 5          | \$83.98     |
| 2506        | ZYR VODKA 750ML                | 3          | \$69.59     |
| 25060       | BOWMANS GIN 1.75L              | 11         | \$72.73     |
| 25061       | BOWMANS GIN 1L                 | 29         | \$113.08    |
| 25070       | BURNETTS WHITE SATIN GIN 1.75L | 15         | \$155.93    |
| 25072       | BURNETTS WHITE SAT GI 750ML**  | 3          | \$21.02     |
| 25100       | CRYSTAL PALACE GIN 1.75L       | 15         | \$108.49    |
| 25110       | FLEISCHMANN'S GIN 1.75L        | 17         | \$139.66    |
| 25112       | FLEISCHMANN'S GIN 750ML        | 29         | \$127.17    |
| 25113       | FLEISCHMANN'S GIN 375ML        | 25         | \$72.25     |
| 25120       | GILBEYS GIN 1.75L              | 9          | \$97.52     |
| 25122       | GILBEYS GIN 750ML              | 29         | \$208.65    |
| 25130       | GORDON'S GIN 1.75L             | 11         | \$109.95    |
| 25133       | GORDON'S GIN 375ML**           | 7          | \$32.83     |
| 25134       | GORDON'S GIN 200ML**           | 27         | \$71.82     |
| 25190       | MCCORMICK GIN 1.75L***         | 9          | \$89.95     |
| 2522        | VINCENT VAN GOGH DBLESP 1.75L  | 5          | \$124.98    |
| 2523        | BULLDOG GIN 750ML              | 15         | \$261.53    |
| 25270       | SEAGRAMS EXTRA DRY GIN 1.75L   | 1          | \$12.21     |
| 25272       | SEAGRAMS EXTRA DRY GIN 750ML   | 17         | \$134.56    |
| 25273       | SEAGRAMS EXTRA DRY GIN 375ML   | 23         | \$84.12     |
| 25274       | SEAGRAMS EXTRA DRY GIN 200ML   | 39         | \$80.65     |
| 25290       | SKOL GIN 1.75L                 | 17         | \$143.40    |
| 25291       | SKOL GIN 1L***                 | 19         | \$84.84     |
| 25293       | SKOL GIN 375ML                 | 15         | \$30.54     |
| 25294       | SKOL GIN 200ML                 | 19         | \$22.27     |
| 25300       | TANQUERAY GIN 94.6 1.75L       | 3          | \$78.20     |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 25302       | TANQUERAY GIN 94.6 750ML       | 31         | \$477.25    |
| 25303       | TANQUERAY GIN FLASK 94.6 375ML | 27         | \$176.33    |
| 25304       | TANQUERAY GIN 94.6 200ML***    | 17         | \$71.66     |
| 25305       | TANQUERAY GIN 94.6 50ML        | 37         | \$55.48     |
| 2534        | BURNETTS VODKA 1.75L           | 15         | \$164.93    |
| 2544        | HIRAM WALKER PUMP SP 750ML***  | 5          | \$39.98     |
| 2546        | IRISH MANOR CREAM LIQUR 50ML** | 19         | \$26.41     |
| 259         | MALIBU PINEAPPLE RUM 1.75L**   | 11         | \$175.29    |
| 260         | WHITE MARLIN VODKA 1.75L       | 45         | \$357.07    |
| 261         | WHITE MARLIN GIN 1.75L         | 15         | \$119.25    |
| 26120       | APPLETON SPECI GLD 80 1.75L**  | 7          | \$128.77    |
| 26121       | APPLETON SPEC GOLD RUM 80 1L** | 13         | \$165.06    |
| 26150       | BACARDI GOLD RUM 1.75L         | 19         | \$322.91    |
| 26153       | BACARDI GOLD RUM 375ML         | 17         | \$76.48     |
| 26154       | BACARDI GOLD RUM 200ML         | 27         | \$81.35     |
| 26170       | BACARDI LIGHT RUM 1.75L        | 23         | \$390.89    |
| 26172       | BACARDI LIGHT RUM 750ML        | 65         | \$519.68    |
| 26173       | BACARDI LIGHT RUM 375ML        | 29         | \$132.10    |
| 26174       | BACARDI LIGHT RUM 200ML        | 27         | \$80.87     |
| 26191       | BACARDI LIMON RUM 70 1L        | 21         | \$266.05    |
| 26193       | BACARDI LIMON RUM 70 375ML     | 5          | \$22.48     |
| 262         | WHITE MARLIN RUM 1.75L         | 3          | \$26.36     |
| 26201       | BACARDI O RUM 1L               | 3          | \$44.57     |
| 26260       | BARTON GOLD RUM 1.75L          | 3          | \$22.79     |
| 26280       | BOWMANS RUM 1.75L              | 13         | \$95.79     |
| 26281       | BOWMANS RUM 1L                 | 33         | \$147.32    |
| 263         | MALIBU MANGO RUM 1.75L         | 7          | \$111.18    |
| 26390       | CPT MORG PARROT BAY RUM 1.75L  | 5          | \$78.08     |
| 26393       | CPT MORG PARROT BAY RUM 375ML  | 5          | \$33.18     |
| 26402       | CPT MORG PRIVATE STOCK R 750ML | 3          | \$53.09     |
| 26410       | CPT MORG SPICED RUM 1.75       | 105        | \$2,183.48  |
| 26411       | CPT MORG SPICED RUM 1L         | 77         | \$1,308.62  |
| 26412       | CPT MORG SPICED RUM 750ML      | 135        | \$1,665.23  |
| 26413       | CPT MORG SPICED RUM 375ML      | 27         | \$179.96    |
| 26415       | CPT MORG SPICED RUM 50ML       | 139        | \$91.52     |
| 26422       | CASTILLO GOLD RUM 80 750ML     | 9          | \$25.61     |
| 26481       | CRUZAN COCONUT RUM 1L**        | 143        | \$1,501.30  |
| 26542       | CRUZAN LIGHT RUM 750ML         | 9          | \$75.02     |
| 266         | SMIRNOFF ORNG TWIST VOD 375ML  | 15         | \$74.93     |
| 26610       | MALIBU COCONUT RUM 42 1.75L    | 77         | \$1,269.63  |
| 26612       | MALIBU COCONUT RUM 42 750ML    | 155        | \$1,425.23  |
| 26615       | MALIBU COCONUT RUM 42 50ML     | 93         | \$93.38     |
| 26660       | MOUNT GAY ECLIPSE RUM 1.75L    | 9          | \$295.97    |
| 26661       | MOUNT GAY ECLIPSE RUM 1L       | 5          | \$103.93    |
| 26662       | MOUNT GAY ECLIPSE RUM 750ML    | 11         | \$175.95    |
| 26691       | MYERS'S ORIG DARK RUM 1L       | 17         | \$424.64    |
| 26693       | MYERS'S ORIG DARK RUM 375ML    | 11         | \$113.10    |
| 26770       | RON PABLO WHITE RUM 1.75L      | 9          | \$84.38     |
| 26810       | RONRICO SILVER RUM 1.75L       | 5          | \$54.18     |
| 26812       | RONRICO SILVER RUM 750ML       | 7          | \$45.19     |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 269         | BELVEDERE VODKA 1.75L          | 9          | \$337.46    |
| 26912       | 99 BLACKBERRIES SCHNAPPS 750ML | 13         | \$122.20    |
| 270         | SMIRNOFF RASPB TWIST VOD1.75L  | 19         | \$317.11    |
| 27011       | BOSTON PEACH SCHNAPPS 1L       | 11         | \$42.64     |
| 27021       | BOSTON PEPPERMINT SCHNAPPS 1L  | 15         | \$56.63     |
| 27023       | BOSTON PEPPERMINT SCHNAP 375ML | 9          | \$23.94     |
| 27042       | DEK SOUR APPLE PUCKER 750ML*** | 13         | \$77.94     |
| 27043       | DEK SOUR APPLE PUCKER 375ML**  | 1          | \$4.67      |
| 27051       | DEK APRICOT BRANDY 1L          | 15         | \$125.93    |
| 27111       | DEK HOT DAMN SCHNAPPS 48 1L    | 23         | \$206.87    |
| 27141       | DEK PEACHTREE SCHNAPPS 1L      | 15         | \$134.93    |
| 27143       | DEK PEACHTREE SCHNAPPS 375ML   | 5          | \$23.33     |
| 272         | JOHN JAMESON IRISH WHISK 1.75L | 31         | \$1,136.62  |
| 27222       | GOLDSCHLAGER SCHNAPPS 750ML    | 7          | \$135.91    |
| 27223       | GOLDSCHLAGER SCHNAPPS 375ML    | 11         | \$97.33     |
| 27271       | ICE 101 PEPPERMINT SCHNAPPS 1L | 17         | \$322.92    |
| 27301       | MAUI RED TROPICAL SCHNAPPS 1L  | 1          | \$10.39     |
| 27311       | RUMPLE MINZE PEPPERMINT 1L     | 23         | \$620.89    |
| 27313       | RUMPLE MINZE PEPPERMINT 375ML  | 5          | \$48.33     |
| 274         | BAILEYS IRISH CREAM 1.75L      | 13         | \$466.27    |
| 276         | CAZADORES REPOSADO TEQ 750ML   | 1          | \$22.05     |
| 28          | DEK CACTIS JUIC MARG SCH 1L*** | 7          | \$62.97     |
| 28122       | CHIVAS REGAL SCOTCH 12YR 750ML | 11         | \$237.14    |
| 28123       | CHIVAS REGAL SC 12YR RND 375ML | 17         | \$260.70    |
| 28132       | CHIVAS REGAL SCOTCH 18YR 750ML | 1          | \$44.44     |
| 28140       | CLAN MACGREGOR SCOTCH 1.75L    | 5          | \$64.98     |
| 28142       | CLAN MACGREGOR SCOTCH 750ML    | 15         | \$131.85    |
| 28150       | CUTTY SARK SCOTCH 1.75L        | 7          | \$163.28    |
| 28152       | CUTTY SARK SCOTCH 750ML        | 7          | \$104.76    |
| 28170       | DEWARS WHITE LABEL SCO 1.75L   | 5          | \$139.95    |
| 28172       | DEWARS WHITE LABEL SCO 750ML   | 3          | \$52.19     |
| 28173       | DEWARS WHITE LABEL SCO 375ML   | 3          | \$29.99     |
| 28175       | DEWARS WHITE LABEL SCO 50ML    | 1          | \$2.00      |
| 28192       | DIMPLE PINCH SCOTCH 86 750ML   | 21         | \$824.22    |
| 28200       | DUGGANS DEW SCOTCH 1.75L       | 25         | \$389.21    |
| 28252       | GLENFIDDICH MALT SCO 18Y 750ML | 1          | \$78.00     |
| 28292       | GLENLIVET SCOTCH 12YR 750ML    | 9          | \$312.26    |
| 28302       | GLENMORANGIE SCO 10Y 86 750ML  | 1          | \$30.87     |
| 28320       | GRANTS BLENDED SCOTCH 1.75L    | 5          | \$96.33     |
| 28322       | GRANTS BLENDED SCOTCH 750ML    | 5          | \$72.48     |
| 28352       | HIGHLAND PARK SCOTCH 12Y 750ML | 11         | \$449.74    |
| 28372       | INVER HOUSE SCOTCH 750ML       | 19         | \$112.39    |
| 28373       | INVER HOUSE SCOTCH 375ML       | 7          | \$22.47     |
| 28374       | INVER HOUSE SCOTCH 200ML**     | 13         | \$32.37     |
| 28380       | J & B RARE SCOTCH 1.75L        | 5          | \$147.35    |
| 28382       | J & B RARE SCOTCH 750ML        | 13         | \$245.05    |
| 28383       | J & B RARE SCOTCH 375ML        | 15         | \$143.93    |
| 28402       | JOHNNIE WALKER BLACK SCO 750ML | 21         | \$530.23    |
| 28410       | JOHNNIE WALKER RED SCOTC 1.75L | 7          | \$207.94    |
| 28412       | JOHNNIE WALKER RED SCOTC 750ML | 19         | \$342.10    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 28413       | JOHNNIE WALKER RED FL 375ML    | 7          | \$67.66     |
| 28415       | JOHNNIE WALKER RED SCOTCH 50ML | 7          | \$13.02     |
| 28442       | MCCLELLANDS HIGHLAND SCO 750ML | 5          | \$87.97     |
| 28472       | OLD PULTENEY SCOTCH 12YR 750ML | 3          | \$101.93    |
| 28480       | OLD SMUGGLER SCOTCH 1.75L      | 3          | \$45.29     |
| 285         | SMIRNOFF VANILL TWIS VOD 1.75L | 5          | \$85.83     |
| 28502       | SPEYBURN MALT SCOTCH 10Y 750ML | 7          | \$174.97    |
| 28520       | WHITE HORSE SCOTCH 1.75L       | 3          | \$92.07     |
| 287         | BOMBAY DRY GIN 86 375ML**      | 7          | \$51.35     |
| 291         | GREY GOOSE VODKA 1.75L         | 29         | \$1,217.63  |
| 29222       | HERRADURA ANEJO TEQUILA 750ML  | 1          | \$33.52     |
| 29232       | HERRADURA REPOSADO TEQ 750ML   | 3          | \$88.71     |
| 29252       | RESERVA 1800 REPOSAD TEQ 750ML | 11         | \$219.41    |
| 29262       | RESERVA 1800 ANEJO TEQ 750ML   | 5          | \$159.95    |
| 29283       | JOSE CUERVO GOLD TEQ FL 375ML  | 29         | \$206.89    |
| 29284       | JOSE CUERVO GOLD TEQUILA 200ML | 23         | \$94.09     |
| 29285       | JOSE CUERVO GOLD TEQUILA 50ML  | 81         | \$94.18     |
| 29311       | JUAREZ GOLD TEQUILA 1L**       | 23         | \$168.34    |
| 29352       | MONTE ALBAN MEZCAL W/ WM 750ML | 21         | \$315.80    |
| 29355       | MONTE ALBAN MEZCAL W/ WM50ML** | 53         | \$78.26     |
| 29360       | MONTEZUMA GOLD TEQUILA 1.75L   | 7          | \$95.88     |
| 29361       | MONTEZUMA GOLD TEQUILA 1L      | 21         | \$170.42    |
| 29392       | PATRON ANEJO TEQUILA 750ML     | 23         | \$864.21    |
| 29531       | TORADA GOLD TEQUILA 1L         | 41         | \$247.85    |
| 29571       | MONTEZUMA BLUE TEQUILA 1L      | 11         | \$56.71     |
| 29632       | M & R DRY VERMOUTH 750ML       | 19         | \$120.42    |
| 29642       | M & R SWEET VERMOUTH 750ML     | 11         | \$70.91     |
| 29643       | M & R SWEET VERMOUTH 375ML     | 1          | \$4.00      |
| 29672       | STOCK DRY VERMOUTH 750ML       | 13         | \$68.12     |
| 29682       | STOCK SWEET VERMOUTH 750ML     | 23         | \$91.66     |
| 29692       | TRIBUNO SWEET VERMOUTH 750ML   | 7          | \$23.49     |
| 29702       | TRIBUNO DRY VERMOUTH 750ML     | 1          | \$3.36      |
| 299         | BACARDI COCO RUM 750ML         | 15         | \$124.43    |
| 300         | GREY GOOSE LORANGE 1.75L       | 5          | \$215.50    |
| 30000       | ABSOLUT CITRON VODKA 1.75L**   | 15         | \$371.46    |
| 30021       | ABSOLUT PEPPAR VODKA 1L**      | 13         | \$213.61    |
| 30030       | ABSOLUT VODKA 80 1.75L         | 73         | \$1,823.91  |
| 30033       | ABSOLUT VODKA 80 375ML         | 41         | \$354.45    |
| 30082       | BELVEDERE VODKA 750ML          | 15         | \$329.93    |
| 30120       | BOWMANS VODKA 1.75L            | 85         | \$561.93    |
| 30121       | BOWMANS VODKA 1L               | 117        | \$455.72    |
| 30132       | BURNETTS VODKA 750ML           | 11         | \$70.35     |
| 302         | CPT MORG PARROT BAY PINE 1.75L | 5          | \$90.95     |
| 30230       | FLEISCHMANNS CITRUS VOD 1.75L  | 5          | \$39.93     |
| 30232       | FLEISCHMANNS CITRUS 750ML**    | 33         | \$133.07    |
| 30240       | FLEISCHMANNS ORANGE VOD 1.75L  | 31         | \$246.57    |
| 30250       | FLEISCHMANNS RASPBER VOD 1.75L | 7          | \$57.79     |
| 30252       | FLEISCHMANNS RASPBER 750ML**   | 5          | \$20.33     |
| 30260       | FLEISCHMANNS ROYAL VODKA 1.75L | 55         | \$483.67    |
| 30262       | FLEISCHMANNS ROYAL VODKA 750ML | 1          | \$4.05      |

**Worcester County Liquor Control  
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| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 30282       | GILBEYS VODKA 80 750ML         | 15         | \$86.70     |
| 30320       | GORDONS VODKA 80 1.75L         | 7          | \$71.58     |
| 30322       | GORDONS VODKA 80 750ML***      | 27         | \$194.13    |
| 30323       | GORDONS VODKA 80 375ML         | 7          | \$27.44     |
| 30342       | GREY GOOSE VODKA 750ML         | 55         | \$1,264.73  |
| 3038        | PAUL MASSON BRANDY VSOP 1.75L  | 13         | \$228.67    |
| 30440       | KETEL ONE VODKA 1.75L          | 21         | \$670.61    |
| 30442       | KETEL ONE VODKA 750ML***       | 31         | \$622.64    |
| 30500       | LUKSUSOWA VODKA 1.75L          | 1          | \$15.00     |
| 30530       | MCCORMICK VODKA 1.75L          | 13         | \$123.43    |
| 30600       | POPOV VODKA 1.75L              | 11         | \$125.35    |
| 30602       | POPOV VODKA 750ML              | 33         | \$230.53    |
| 30603       | POPOV VODKA 375ML              | 25         | \$74.88     |
| 30604       | POPOV VODKA 200ML              | -9         | -\$15.03    |
| 30640       | SKOL VODKA 1.75L               | 1          | \$7.87      |
| 30641       | SKOL VODKA 1L**                | 27         | \$119.48    |
| 30642       | SKOL VODKA 750ML               | 23         | \$84.99     |
| 30643       | SKOL VODKA 375ML               | 67         | \$134.34    |
| 30650       | SKYY VODKA 1.75L               | 25         | \$442.37    |
| 30652       | SKYY VODKA 750ML               | 29         | \$290.66    |
| 30662       | SMIRNOFF VODKA 100 750ML       | 13         | \$166.21    |
| 30673       | SMIRNOFF VODKA 80 375ML        | 125        | \$620.60    |
| 30675       | SMIRNOFF VODKA 80 50ML         | 103        | \$61.19     |
| 30690       | SMIRNOFF CITRUS TWIS VOD 1.75L | 9          | \$149.99    |
| 30691       | SMIRNOFF CITRUS TW VODKA 1L**  | 137        | \$1,418.64  |
| 30700       | SMIRNOFF ORNG TWIST VOD 1.75L  | 105        | \$1,771.39  |
| 30740       | STOLICHNAYA VODKA 80 1.75L     | 15         | \$346.48    |
| 30745       | STOLICHNAYA VODKA 80 50ML      | 259        | \$350.33    |
| 30751       | STOLICHNAYA VODKA 100 750ML    | 3          | \$56.97     |
| 3081        | EVAN WILLIAMS S/B BOU 90 750ML | 3          | \$70.37     |
| 30810       | STOLICHNAYA ORANJ VOD 1.75L    | 21         | \$486.70    |
| 30811       | STOLICHNAYA ORANJ VODKA 1L     | 21         | \$419.90    |
| 30862       | STOLICHNAYA VANIL VODKA 750ML  | 9          | \$142.34    |
| 30872       | TAAKA PLATINUM 7X VODKA 750ML  | 33         | \$200.87    |
| 30960       | WOLFSCHMIDT VODKA 1.75L        | 19         | \$151.89    |
| 31          | SAUZA TRES GENERACI ANEJ 750ML | 7          | \$263.92    |
| 311         | BOSTON SOUR APPLE SCHNAPPS 1L  | 35         | \$127.32    |
| 312         | 99 ORANGES SCHNAPPS 750ML      | 11         | \$103.40    |
| 316         | CANADA DRY CLUB SODA 1L        | 125        | \$109.38    |
| 317         | CANADA DRY TONIC 1L            | 151        | \$132.13    |
| 3170        | CAZADORES BLANCO TEQUILA 750ML | 3          | \$62.16     |
| 3179        | SEAGRAMS EXTRA SMOOT VOD 1.75L | 11         | \$141.63    |
| 318         | CANADA DRY DIET TONIC 1L       | 97         | \$84.88     |
| 3193        | SEAGRAMS EXTRA SMOOT VOD 750ML | 3          | \$22.25     |
| 3196        | SEAGRAMS EXTRA SMOOT VOD 50ML  | 205        | \$101.33    |
| 320         | CANADA DRY BITTER LEMON 1L     | 109        | \$95.52     |
| 3245        | JOHN BARR RED SCOTCH 1.75L     | 5          | \$84.48     |
| 3246        | JOHN BARR RED SCOTCH 750ML     | 13         | \$108.36    |
| 3263        | VINCENT VANGOGH DBL ESPR 1L**  | 57         | \$1,058.53  |
| 3314        | DON Q GOLD RUM 750ML           | 7          | \$59.33     |

**Worcester County Liquor Control  
Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 3331        | NEW AMSTERDAM GIN 375ML        | 11         | \$43.40     |
| 3353        | THREE OLIVES CHERY VODKA 1L*** | 29         | \$452.86    |
| 3354        | THREE OLIVES GRAPE VODKA 1L**  | 19         | \$298.00    |
| 3384        | SMIRNOFF GRAPE TWIST VOD 50ML  | 79         | \$52.54     |
| 3385        | CIROC VODKA 1.75L              | 8          | \$347.08    |
| 3409        | ADMIRAL NELSON COCONU 42 1.75L | 3          | \$27.05     |
| 3410        | ADMIRAL NELSON COCONUT 750ML** | 13         | \$80.41     |
| 3448        | TITOS HANDMADE VODKA 1.75L     | 177        | \$4,570.98  |
| 3450        | SKYY CITRUS INFUSION VOD 750ML | 11         | \$118.27    |
| 3453        | SKYY PASSION FRT INF VOD 750ML | 11         | \$137.34    |
| 3482        | 360 VODKA 1.75L**              | 13         | \$188.91    |
| 3513        | SOBIESKI VODKA 750ML           | 9          | \$78.26     |
| 35171       | JOSE CUERVO N/A MARG MIX 1L    | 21         | \$78.08     |
| 352         | PIKESVILLE RYE 750ML           | 17         | \$192.01    |
| 3520        | PINNACLE CHERRY VODKA 1L**     | 23         | \$214.71    |
| 3521        | PINNACLE GRAPE VODKA 1L**      | 29         | \$270.18    |
| 353         | PATRON REPOSADO TEQUILA 750ML  | 17         | \$628.07    |
| 3538        | TRADER VICS SPICED RUM 1.75L   | 7          | \$90.97     |
| 354         | CALVERT EXT BLEND WHISKY 1.75L | 7          | \$85.37     |
| 360         | BOMBAY SAPPHIRE GIN 94 375ML   | 13         | \$125.65    |
| 3644        | HIGHLAND PARK SCOTCH 15Y 750ML | 1          | \$58.39     |
| 3655        | ABSOLUT VODKA 100 BLACK 750ML  | 11         | \$186.07    |
| 3665        | PARAMOUNT GRAPE VODKA 1.75L    | 11         | \$98.71     |
| 3666        | PARAMOUNT CHERRY VODKA 1.75L   | 11         | \$100.28    |
| 3667        | PARAMOUNT ORANGE VODKA 1L      | 13         | \$77.02     |
| 3668        | PARAMOUNT VANILLA VODKA 1L**   | 9          | \$89.91     |
| 3688        | CPT MORG SPICED RUM 100 750ML  | 11         | \$175.49    |
| 3726        | FIREFLY SWEET TEA VODKA 750ML  | 25         | \$312.38    |
| 3783        | SVEDKA RASPBERRY VODKA 1.75L   | 9          | \$129.06    |
| 379         | RED BULL ENERGY DRINK 8OZ      | 197        | \$295.50    |
| 3803        | BLUE ICE POTATOE VODKA 1.75L   | 19         | \$446.99    |
| 3862        | ABSOLUT MANGO VODKA 1L**       | 5          | \$79.93     |
| 3876        | DON Q CRISTAL RUM 1.75L        | 7          | \$106.37    |
| 3877        | DON Q CRISTAL RUM 1L**         | 9          | \$103.46    |
| 3879        | DON Q CRISTAL RUM 375ML        | 9          | \$36.04     |
| 3881        | DON Q GOLD RUM 375ML**         | 23         | \$76.38     |
| 3884        | DON Q LIMON RUM 1.75L          | 11         | \$166.43    |
| 3887        | DON Q LIMON RUM 750ML          | 9          | \$63.95     |
| 390         | WILD TURKEY WITH HONEY 750ML   | 13         | \$208.20    |
| 3917        | COINTREAU NOIR LIQUEUR 750ML   | 5          | \$155.97    |
| 3919        | SOBIESKI VODKA 1.75L           | 13         | \$199.33    |
| 393         | GILBEYS GIN 375ML              | 33         | \$143.03    |
| 3946        | COCKTAIL ESSENTIALS LME J 375M | 23         | \$52.79     |
| 3968        | BANKERS CLUB GOLD RUM 1L       | 21         | \$99.54     |
| 3989        | BURNETTS GRAPE VODKA 750ML     | 11         | \$70.46     |
| 3994        | SKYY PINEAPPLE INFU VOD 750ML  | 7          | \$88.45     |
| 3997        | CPT MORG LONG ISLAND ICE 1.75  | 17         | \$244.55    |
| 3998        | SMIRNOFF TUSC LEM CKT 750ML*** | 9          | \$96.75     |
| 4016        | CPT MORG LONG ISLAND ICE 750ML | 9          | \$89.96     |
| 4031        | SVEDKA VODKA TRAVELLER 750ML   | 13         | \$103.03    |

**Worcester County Liquor Control ,  
Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 404         | CANADIAN LEAF 3YR 1.75L        | 11         | \$104.06    |
| 4045        | MCCORMICK CHERRY VODKA 1.75L   | 9          | \$89.91     |
| 4051        | MCCORMICK GRAPE VODKA 1.75L    | 13         | \$124.13    |
| 4055        | MCCORMICK RASPBERRY 1.75L ***  | 15         | \$145.37    |
| 4061        | BLUE ICE ORG WHEAT VODKA 750ML | 9          | \$152.91    |
| 4065        | BACARDI DRGNBERRY STRAW 750ML  | 21         | \$192.38    |
| 4088        | RED STAG BOURBON 750ML         | 1          | \$12.06     |
| 4106        | BURNETTS STRAWBER VOD 750ML    | 5          | \$31.98     |
| 4117        | THREE OLIVES BUBBLES VKA 1L**  | 73         | \$1,167.27  |
| 4128        | FINLANDIA TANGERINE VOD 750ML  | 11         | \$128.21    |
| 4129        | FINLANDIA GRAPEFRUIT VOD 750ML | 7          | \$80.82     |
| 4134        | THREE OLIVES VANILLA VKA 1L**  | 51         | \$683.46    |
| 4138        | SMIRNOFF PEAR VODKA 1L**       | 17         | \$187.43    |
| 4139        | IRISH MANOR CREAM LIQ 750ML    | 19         | \$167.11    |
| 4140        | ARVANTIS PLOMARI OUZO 750ML    | 1          | \$12.13     |
| 4142        | MAKERS MARK BOURBON 90 50ML    | 17         | \$28.31     |
| 4143        | WILD TURKEY WITH HONEY 375ML   | 13         | \$121.49    |
| 4173        | CPT MORG PARROT BAY ORAN 1L**  | 15         | \$149.93    |
| 419         | KETEL ONE VODKA 375ML          | 21         | \$251.26    |
| 4190        | DON Q COCONUT RUM 750ML        | 9          | \$63.47     |
| 4202        | WILD TURKEY WITH HONEY 71 50ML | 7          | \$7.95      |
| 4208        | RUM JUMBIE COCONUT. 1.75L**    | 31         | \$372.78    |
| 421         | MAKERS MARK BOURBON 90 1.75L   | 13         | \$546.20    |
| 4210        | RUM JUMBIE PINEAPPLE 1.75L**   | 71         | \$955.31    |
| 4211        | RUM JUMBIE VANILLA 1.75L**     | 93         | \$1,152.53  |
| 4216        | RUM JUMBIE COCONUT 750ML***    | 29         | \$205.46    |
| 4218        | RUM JUMBIE PINEAPPLE 750ML***  | 33         | \$233.45    |
| 4219        | RUM JUMBIE VANILLA 750ML***    | 27         | \$197.70    |
| 4230        | FIREFLY SWEET TEA VODPET 1.75L | 17         | \$347.08    |
| 4241        | STOCK GRAN GALA LIQUEUR 1.75L  | 11         | \$250.86    |
| 4248        | STOCK 84 BRANDY 1.75L          | 7          | \$104.93    |
| 4251        | STOCK DRY VERMOUTH 1.5L        | 3          | \$22.37     |
| 4258        | CANADIAN HUNTER WHISKEY 750ML  | 15         | \$73.13     |
| 426         | MILAGRO SILVER TEQUILA 750ML   | 1          | \$19.14     |
| 4260        | CANADIAN HUNTER WHISKY 375ML** | 15         | \$40.95     |
| 4263        | RICH AND RARE WHISKEY 1.75L    | 9          | \$88.58     |
| 4265        | RICH AND RARE WHISKEY 750ML    | 13         | \$69.23     |
| 4267        | RICH AND RARE WHISKEY 375ML    | 19         | \$62.21     |
| 4268        | RICH AND RARE WHISKEY 200ML*** | 11         | \$19.58     |
| 4274        | RUM CHATA 750ML**              | 113        | \$1,492.49  |
| 4309        | SVEDKA CHERRY VODKA 1.75L      | 15         | \$209.93    |
| 4310        | SVEDKA CHERRY VODKA 1L**       | 39         | \$349.64    |
| 4311        | SVEDKA CHERRY VODKA 750ML      | 29         | \$231.01    |
| 4313        | CIROC COCONUT VODKA 750ML      | 10         | \$252.10    |
| 4316        | PINNACLE CHERRY VODKA 1.75L*** | 13         | \$162.44    |
| 4317        | PINNACLE GRAPE VODKA 1.75L***  | 13         | \$159.97    |
| 4319        | CIROC RED BERRY VODKA 750ML    | 13         | \$301.10    |
| 4320        | KRAKEN SPICED RUM 750ML        | 21         | \$302.30    |
| 4330        | BAKON VODKA 750ML              | 23         | \$551.87    |
| 4331        | THREE OLIVES RANGTAG VKA 1L**  | 28         | \$456.02    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 4351        | VEEV ACAI LIQUEUR 750ML        | 17         | \$356.83    |
| 4358        | FIREFLY SOUTH LEMONAD 1.75L**  | 29         | \$481.50    |
| 436         | CANADIAN LEAF 3YR 375ML        | 13         | \$29.99     |
| 437         | CANADIAN LEAF 3YR 200ML        | 27         | \$35.49     |
| 4404        | PINNACLE COTTON CANDY VO 1L**  | 21         | \$216.85    |
| 4409        | WILD TURKEY WITH HONEY 1.75L   | 21         | \$503.89    |
| 4413        | CIROC COCONUT VODKA 1L**       | 78         | \$2,392.22  |
| 4414        | CIROC RED BERRY VODKA 1L**     | 96         | \$2,913.12  |
| 4418        | CPT MORG PARROTBAY COCO 90 750 | 7          | \$93.77     |
| 4425        | CROWN ROYAL BLACK 90 750ML     | 3          | \$59.99     |
| 4427        | KETEL ONE ORANJE VODKA 1L**    | 17         | \$396.46    |
| 4428        | BELVEDERE PINK GRPEFRT VOD 1L  | 35         | \$1,015.02  |
| 444         | OBAN MALT SCOTCH 14YR 750ML    | 5          | \$254.75    |
| 4443        | PINNACLE CHERRY LEMONADE 1L**  | 23         | \$217.79    |
| 4445        | PINNACLE WHIPPED CREAM 1L**    | 19         | \$185.97    |
| 4460        | SOUTHERN COMFORT LIME 1L**     | 23         | \$344.85    |
| 4540        | CALYPSO SPICED RUM 1.75L       | 9          | \$57.64     |
| 4547        | SKINNY GIRL MARGARITA 750ML*** | 13         | \$99.54     |
| 4548        | EL JIMADOR BLANCO TEQUILA 1L   | 1          | \$19.20     |
| 4563        | BURNETTS PINK LEMONA VOD 750ML | 17         | \$108.69    |
| 4579        | TY KU CITRUS LIQ 750ML         | 5          | \$74.98     |
| 4589        | THE KNOT IRISH WHISKEY 750ML   | 9          | \$170.87    |
| 4618        | SOBIESKI CYTRON VODKA 750ML    | 11         | \$91.01     |
| 4619        | SOBIESKI ORANGE VODKA 750ML    | 5          | \$45.98     |
| 4620        | PINNACLE WHIPPED CREAM 1.75L** | 15         | \$183.26    |
| 4633        | BURNETTS BLUEBERRY VODKA 750ML | 6          | \$31.98     |
| 4637        | PINNACLE WHIPPED CREA 750ML*** | 177        | \$1,255.39  |
| 4689        | SOUTHERN COMFORT LIME 750ML    | 9          | \$99.50     |
| 4697        | MYERS'S ORIG DARK RUM 50ML**   | 11         | \$20.41     |
| 4728        | BIRD DOG BLKBERRY WHISK 750ML  | 5          | \$55.73     |
| 4733        | CAMUS COGNAC VS 750ML          | 15         | \$333.15    |
| 478         | KAMORA COFFEE LIQUEUR 1L       | 31         | \$294.35    |
| 4792        | KNOB CREEK SINGLE BARREL 750ML | 1          | \$32.00     |
| 4796        | SEAGRAMS 7 CRN DARK HONY 750ML | 7          | \$72.77     |
| 4799        | ABSOLUT WILD TEA VODKA 750ML   | 3          | \$46.14     |
| 4802        | PARAMOUNT WHIPT CRÈME VODKA 1L | 1          | \$9.99      |
| 4803        | PARAMOUNT DRAGONFRUIT VO 1L**  | 11         | \$109.93    |
| 4824        | PINNACLE ORANGE WHIPPED 1L**   | 83         | \$934.17    |
| 4839        | PINNACLE CHERRY WHIPPED 1L**   | 15         | \$166.13    |
| 4851        | FIREBALL CINNAMON WHISKEY 50ML | 1001       | \$378.28    |
| 4862        | VERY OLD BARTON BOUR 100 750ML | 3          | \$27.26     |
| 487         | JAGERMEISTER 1.75L             | 19         | \$601.64    |
| 4874        | RON ROBERTO COCONUT RUM 1L**   | 19         | \$103.55    |
| 4883        | SOBIESKI VODKA 1L              | 7          | \$60.10     |
| 4885        | JACK DANIELS W/HONEY 750ML     | 29         | \$510.55    |
| 4888        | BURNETTS GRAPE VODKA 1.75L     | 11         | \$122.25    |
| 4893        | SKYY DRAGONFRUIT INF VOD 750ML | 7          | \$71.44     |
| 4895        | ABSOLUT BERRY ACAI 750ML***    | 13         | \$105.11    |
| 4896        | ABSOLUT WILD TEA VODKA 50ML*** | 17         | \$22.61     |
| 4897        | ABSOLUT ORIENT APPLE VOKA 1L** | 29         | \$548.87    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 4901        | MALIBU BLACK RUM 1L**          | 45         | \$688.62    |
| 4902        | MALIBU BLACK RUM 750ML         | 7          | \$76.13     |
| 4906        | MALIBU CRANCHERRY RUM 750ML    | 21         | \$211.51    |
| 4908        | TANTEO JALEPENO TEQUILA 750ML  | 11         | \$329.93    |
| 4923        | FAMILIA CAMARENA REP 750ML     | 7          | \$106.33    |
| 4929        | SOBIESKI ORANGE VODKA 1L**     | 107        | \$956.98    |
| 4935        | PINNACLE CHERRY WHIPP 750ML*** | 9          | \$73.76     |
| 494         | SMIRNOFF VODKA 100 1L***       | 13         | \$189.95    |
| 4947        | SOBIESKI VANILLA VODKA 1L**    | 7          | \$63.98     |
| 4948        | SOBIESKI RASPBERRY VODKA 1L**  | 7          | \$62.97     |
| 4949        | BACARDI ARCTIC GRAPE RUM 750ML | 17         | \$196.41    |
| 495         | JOSE CUERVO N/A MARG MIX 1.75L | 35         | \$205.33    |
| 4951        | BACARDI ROCK COCONUT 750ML     | 25         | \$289.02    |
| 4952        | BURNETTS ORANG CRM VO 750ML*** | 9          | \$57.56     |
| 4954        | PORT ROYAL DARK RUM 1.75L      | 17         | \$134.90    |
| 4956        | REGATTA GINGER BEER 8 OZ       | 139        | \$144.74    |
| 4963        | PINNACLE CAKE VODKA 750ML***   | 7          | \$55.34     |
| 4966        | PINNACLE CAKE VODKA 1L**       | 25         | \$238.10    |
| 497         | WOODFORD RES BOURBON 90 750ML  | 11         | \$303.66    |
| 498         | REMY MARTIN VS GRND CRU375ML** | 3          | \$43.82     |
| 4997        | FIREBALL CINNAMON WHISKEY 1L   | 133        | \$1,813.54  |
| 5003        | GEORGI BUBBLEGUM VODK 1.75L**  | 7          | \$65.73     |
| 5005        | GEORGI COCONUT VODKA 1.75L***  | 21         | \$196.50    |
| 5011        | GEORGI VANILLA VODKA 1.75L***  | 3          | \$28.16     |
| 5012        | GEORGI WHIPPED CRM VOD 1.75L** | 39         | \$364.90    |
| 5017        | AVION ANEJO TEQUILA 750ML      | 3          | \$117.06    |
| 5018        | AVION REPOSADO TEQUILA 750ML   | 7          | \$244.83    |
| 5019        | AVION SILVER TEQUILA 750ML     | 9          | \$266.27    |
| 5020        | EL JIMADOR REPOSADO TEQ 750ML  | 3          | \$41.54     |
| 5028        | PINNACLE KIWI STRAWBERRY 1L**  | 35         | \$327.08    |
| 5038        | JIM BEAM DEVILS CUT 750ML      | 11         | \$171.33    |
| 5046        | BURNETTS FRT PUNCH VODKA 750ML | 7          | \$44.84     |
| 5051        | BURNETTS WHIPPED VODKA 750ML   | 5          | \$31.93     |
| 5054        | STATUS VODKA 750ML             | 5          | \$30.00     |
| 5057        | SOBIESKI RASPBERRY VODKA 750ML | 9          | \$83.61     |
| 5067        | SMIRNOFF COCONUT TWI VOD 1.75L | 9          | \$184.55    |
| 5068        | SMIRNOFF COCONUT TWI 750ML***  | 17         | \$146.11    |
| 5081        | RED STAG BOURBON 375ML         | 7          | \$39.66     |
| 5082        | SVEDKA GRAPE VODKA 1L**        | 61         | \$548.31    |
| 5083        | THREE OLIVES CAKE VODKA 1L**   | 21         | \$329.55    |
| 5089        | SVEDKA GRAPE VODKA 1.75L**     | 5          | \$75.52     |
| 5090        | SVEDKA GRAPE VODKA 750ML       | 13         | \$103.42    |
| 5127        | MIDNIGHT MOONS ORIG CORN 750ML | 13         | \$199.94    |
| 5144        | FIREBALL CINNAMON WHIS 375ML   | 265        | \$1,201.09  |
| 5170        | FIREBALL CINNAMON WHIS 1.75L   | 225        | \$3,787.88  |
| 5171        | NEW AMSTERDAM VODKA 80 1.75L   | 5          | \$73.30     |
| 5172        | NEW AMSTERDAM VODKA 80 750ML   | 37         | \$296.19    |
| 5173        | NEW AMSTERDAM VODKA 80 50ML    | 65         | \$43.37     |
| 5190        | SKINNY GIRL WHT CRANB 750ML*** | 29         | \$215.32    |
| 5202        | PINNACLE COOKIE DOUGH 750ML**  | 31         | \$254.61    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 5207        | BURNETTS WHIPPED VODKA 1.75L   | 6          | \$54.98     |
| 5209        | BURNETTS PINK LEMONA VOD1.75L  | 3          | \$33.32     |
| 5214        | CIROC PEACH VODKA 1L**         | 42         | \$1,313.98  |
| 5216        | CIROC PEACH VODKA 750ML        | 12         | \$358.74    |
| 5252        | BANKERS CLUB BOURBON 1.75L     | 15         | \$167.89    |
| 6268        | BANKERS CLUB SILVER RUM 1.75L  | 7          | \$58.63     |
| 5260        | ZAPATA GOLD TEQUILA 1.75L      | 17         | \$210.21    |
| 5262        | ZAPATA GOLD TEQUILA 750ML      | 29         | \$175.28    |
| 5264        | LAZZARONI AMARETTO W/TIN 750ML | 7          | \$80.22     |
| 5272        | SMIRNOFF FLU MARSHMA VOD 1L**  | 19         | \$250.04    |
| 5274        | PINNACLE MARSHMALLOW VOD 1L**  | 41         | \$401.06    |
| 5275        | HANGAR ONE WILD BLBERRY 750ML  | 9          | \$208.75    |
| 5297        | RUBINOF VODKA 1.75L            | 9          | \$71.87     |
| 5298        | RUBINOF VODKA 750ML            | 11         | \$45.49     |
| 5333        | NIKOLAI GIN 1.75L**            | 11         | \$102.30    |
| 5341        | CHOCO-LAT LIQUEUR 750ML        | 9          | \$80.86     |
| 5351        | THREE OLIVES LOOPY VODKA 1L**  | 73         | \$1,154.50  |
| 5360        | ABSOLUT GRAPEVINE VO 750ML***  | 3          | \$43.61     |
| 5363        | RED STAG SPICED W/CIN 750ML**  | 17         | \$176.37    |
| 5366        | RED STAG HON TEA BOUR 750ML**  | 6          | \$63.38     |
| 5370        | PATRON XO DARK COCOA 70 750ML  | 3          | \$39.00     |
| 5376        | ABSOLUT BERRY ACAI 1.75L**     | 7          | \$186.73    |
| 5406        | SVEDKA COLADA 1L**             | 3          | \$28.01     |
| 5406        | SVEDKA COLADA 750ML            | 19         | \$144.55    |
| 5407        | SVEDKA COLADA 375ML            | 25         | \$97.75     |
| 5430        | BUSHMILL IRISH HONY WHIS 750ML | 11         | \$202.24    |
| 5433        | OLE SMOKY MNSHN ORIGINAL 750ML | 9          | \$152.06    |
| 5435        | DON Q PASSION FRUIT RUM 750ML  | 11         | \$93.67     |
| 5436        | MCCLELLANDS ISLAY SCOTC 750ML  | 5          | \$87.98     |
| 5439        | PINNACLE ATOMIC HOTS 750ML***  | 3          | \$24.23     |
| 5440        | PINNACLE KEYLIME WHIP 750ML*** | 11         | \$88.83     |
| 5448        | CPT MORG BLACK SPICE 750ML***  | 9          | \$129.92    |
| 5451        | OCEAN CITY VODKA 1.75L         | 99         | \$785.57    |
| 5453        | OCEAN CITY RUM 1.75L           | 21         | \$173.25    |
| 5454        | OCEAN CITY RUM 1L              | 139        | \$643.57    |
| 5456        | CPT MORG BLACK SPICE RUM 375ML | 9          | \$71.87     |
| 5459        | PINNACLE VODKA 50ML            | 35         | \$23.28     |
| 5486        | MALIBU RED RUM 1L**            | 9          | \$155.50    |
| 5500        | GREY GOOSE CHERRY NOIR 750ML   | 9          | \$226.19    |
| 5504        | RUSSKAYA RUSSIAN VODKA 1.75L   | 1          | \$13.36     |
| 5505        | RUSSKAYA RUSSIAN VODKA 750ML   | 9          | \$64.40     |
| 5527        | MALIBU RED RUM 750ML           | 5          | \$41.27     |
| 5544        | MONTE ALBAN REPSADO TQ 1.75L** | 43         | \$882.65    |
| 5545        | MONTE ALBAN REPOSADO TEQ 750ML | 13         | \$139.23    |
| 5546        | MONTE ALBAN SILVER TEQ 1.75L** | 39         | \$800.55    |
| 5547        | MONTE ALBAN SILVER TEQ 750ML   | 19         | \$203.59    |
| 5556        | STOLICHNAYA HOT JALAP VODKA 1L | 21         | \$420.55    |
| 5586        | KINKY LIQUEUR 750ML            | 29         | \$308.12    |
| 5593        | MALIBU RED RUM 50ML            | 15         | \$23.25     |
| 5595        | CHOPIN RYE VODKA 750ML         | 17         | \$391.38    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 5596        | CHOPIN WHEAT VODKA 750ML       | 13         | \$298.94    |
| 5613        | U V CAKE VODKA 750ML***        | 19         | \$142.31    |
| 5615        | U V WHIPPED VODKA 750ML***     | 9          | \$67.41     |
| 562         | FAMOUS GROUSE SCOTCH 1.75L     | 9          | \$251.91    |
| 5621        | SKINNY GIRL BA NAK VO 750ML*** | 21         | \$302.51    |
| 5634        | CIROC PEACH VODKA 1.75L        | 14         | \$593.00    |
| 5635        | CIROC RED BERRY VODKA 1.75L    | 7          | \$322.11    |
| 5646        | RESERVA 1800 COCONUT TEQ 750ML | 1          | \$19.99     |
| 5650        | THREE OLIVES SMORES VDKA 1L**  | 7          | \$110.78    |
| 5660        | SKINNY GIRL WH PEA MAR 750M*** | 27         | \$198.05    |
| 5661        | RUM CHATA 1.75L                | 73         | \$1,946.73  |
| 5663        | RUM CHATA 60ML                 | 263        | \$219.23    |
| 5664        | MAKO VODKA 750ML               | 7          | \$80.71     |
| 5679        | MAJOR PETERS GRENADINE 1L      | 1          | \$4.20      |
| 5710        | NEW AMSTERDAM PEACH VOD 750ML  | 23         | \$195.29    |
| 5711        | NEW AMSTERDAM PEACH VOD 375ML  | 9          | \$40.73     |
| 5712        | NEW AMSTERDAM PEACH VOD 200ML  | 9          | \$22.73     |
| 5713        | NEW AMSTERDAM PEACH VOD 50ML   | 51         | \$33.97     |
| 5714        | NEW AMSTERDAM RED BERRY 750ML  | 15         | \$128.63    |
| 5715        | NEW AMSTERDAM RED BERRY 375ML  | 7          | \$31.66     |
| 5744        | DEEP EDDY VODKA 750ML          | 3          | \$38.96     |
| 5794        | NANTUCKET CRANBERRY JOE 16 OZ  | 95         | \$86.53     |
| 5795        | NANTUCKET ORANGE JUICE 16 OZ   | 131        | \$118.59    |
| 5800        | SMIRNOFF ICED CAKE VO 750ML*** | 3          | \$24.80     |
| 5815        | EZRA BROOKS BBN 80 750ML**     | 13         | \$103.94    |
| 5824        | EARLY TIMES FIRE EATER 750M*** | 23         | \$229.85    |
| 5832        | JOHNNIE WALK DBL BLK SCO 750ML | 3          | \$85.19     |
| 5843        | SHELLBACK SILVER RUM 750ML     | 7          | \$63.74     |
| 5858        | GEORGI WAFFLE VODKA 1L**       | 7          | \$38.96     |
| 60          | EVAN WILLIAMS BLACK BOU 200ML  | 11         | \$30.64     |
| 6029        | MONTEZUMA BLUE TEQUILA 1.75L   | 13         | \$135.14    |
| 6033        | SMIRNOFF WHIPPED CR VDKA 1.75L | 15         | \$227.42    |
| 61          | COURVOISIER COGNAC VS 375ML    | 23         | \$260.26    |
| 6117        | SVEDKA COLADA VODKA 1.75L      | 7          | \$117.64    |
| 6120        | GEORGE DICKEL NO 8 750ML       | 3          | \$46.31     |
| 6124        | DR MCGILLICUDDYS APL PIE 750ML | 11         | \$119.68    |
| 6125        | CHILA ORCHATA CINN RUM 750ML   | 13         | \$156.13    |
| 6134        | ABSOLUT HIBISCUS VODKA 750ML   | 141        | \$1,832.23  |
| 6140        | DEVOTION BLOOD ORANG VK 750ML  | 5          | \$71.43     |
| 6151        | DON Q PASSI FRUIT RUM 1.75L**  | 7          | \$109.25    |
| 6153        | CASAMIGOS BLANCO TEQUILA 750ML | 5          | \$146.68    |
| 6154        | CASAMIGOS REPOSADO TEQ 750ML   | 9          | \$278.06    |
| 6155        | RUM JUMBIE PASSION FT 750ML*** | 31         | \$238.86    |
| 6156        | RUM CHATA 1L**                 | 523        | \$8,282.18  |
| 6158        | SMIRNOFF LEMON SORBET VD 1L**  | 59         | \$648.72    |
| 6159        | SMIRNOFF MANGO SORBET VD 1L**  | 69         | \$758.66    |
| 6160        | SMIRNOFF RASPBER SOR VDK 1L**  | 61         | \$674.36    |
| 6162        | EL CHARRO SILVER TEQUILA 1.75L | 11         | \$175.95    |
| 6173        | AGAVE LOCO PEPPER TEQ 750ML    | 3          | \$65.99     |
| 6177        | CAMPO AZUL REPOSADO TEQ 750ML  | 1          | \$20.06     |

**Worcester County Liquor Control  
Estimated Merchandise Analysis by Item Number**

| Item number | Description                     | Qty on hand | Cost on hand |
|-------------|---------------------------------|-------------|--------------|
| 6180        | DOUGLAS XO BLNDE SCTCH 750ML**  | 11          | \$216.48     |
| 6182        | MALIBU SPICED RUM 1L**          | 47          | \$520.13     |
| 6183        | MALIBU SPICED RUM 750ML***      | 21          | \$204.14     |
| 6187        | BURNETTS FRT PUNCH VODKA 1.75   | 1           | \$11.14      |
| 6197        | SVEDKA STRAWB COLADA VOD 750ML  | 5           | \$30.08      |
| 620         | HPNOTIQ LIQUEUR 34 750ML        | 3           | \$41.54      |
| 6201        | BIRD DOG HOT CINNAMON WH 750ML  | 9           | \$111.83     |
| 6203        | BIRD DOG PEACH WHISKEY 750ML    | 3           | \$33.08      |
| 6229        | ST ELDER ELDERFLOWER LIQ 750ML  | 7           | \$90.90      |
| 6236        | GEORGI BUBBLEGUM VODK 750ML***  | 23          | \$102.66     |
| 6246        | GEORGI VANILLA VODKA 1L**       | 23          | \$127.98     |
| 6249        | GEORGI WHIPPED CREME VDKA 1L**  | 23          | \$127.94     |
| 6250        | GEORGI WHIPPED CRM VDK 750ML**  | 19          | \$84.84      |
| 6268        | JIM BEAM HONEY 750ML            | 11          | \$130.63     |
| 6270        | JIM BEAM HONEY 50ML             | 295         | \$196.04     |
| 6271        | SAUZA HORN LIME SHT TEQ 750ML   | 3           | \$49.73      |
| 6280        | SMIRNOFF LEMON SORBET 750ML***  | 7           | \$52.47      |
| 6281        | SMIRNOFF MANGO SORBET 750ML***  | 9           | \$74.75      |
| 6282        | SMIRNOFF RASPBE SOR 750ML***    | 35          | \$266.08     |
| 6306        | PINNACLE RAINBOW SHERB 1L**     | 51          | \$551.57     |
| 6307        | SVEDKA ORANGE CREA POP 1.75L**  | 9           | \$134.96     |
| 6308        | SVEDKA ORANGE CREA POP 375ML**  | 9           | \$28.22      |
| 6310        | SVEDKA STRAWBERRY COLADA 1.75L  | 5           | \$74.92      |
| 6321        | DEEP EDDY RUBY RED VODKA 1.75L  | 13          | \$259.94     |
| 6322        | DEEP EDDY RUBY RED VODKA 750ML  | 31          | \$347.06     |
| 6335        | FIREFLY CHERRY MOONSH 750ML     | 13          | \$207.94     |
| 6349        | ANTICA MASTI SAMBUCA 1L**       | 5           | \$43.65      |
| 6351        | LA FOGATA MEZCAL 750ML          | 3           | \$40.97      |
| 642         | FLEISCHMANN'S VANILL VODK 1.75L | 19          | \$150.97     |
| 644         | FLEISCHMANN'S VANILL 750ML***   | 15          | \$60.54      |
| 6445        | BACARDI PINEAPPLE FUSION 750ML  | 5           | \$48.67      |
| 647         | SVEDKA VODKA 750ML              | 125         | \$996.88     |
| 6508        | MALIBU SPICED RUM 1.75L**       | 7           | \$130.38     |
| 6509        | ILEGAL MEZCAL JOVEN 750ML       | 11          | \$370.32     |
| 6519        | JESSE JAMES OUTLAW SPICE 750ML  | 55          | \$659.69     |
| 6545        | KNOB CREEK 9 YR 50ML            | 39          | \$51.71      |
| 6547        | MARK ONE VODKA 750ML            | 11          | \$68.26      |
| 6557        | RON DIAZ COCONUT RUM 750ML      | 7           | \$43.37      |
| 6559        | RON DIAZ SPICED RUM 60 750ML    | 15          | \$82.24      |
| 6562        | RON DIAZ SPICED RUM 93 750ML    | 7           | \$48.76      |
| 6568        | BLUE CHAIR BAY COCONUT 750ML    | 3           | \$43.80      |
| 657         | TITOS HANDMADE VODKA 750ML      | 199         | \$3,007.90   |
| 6576        | PINNACLE ORANGE VODKA 1.75L     | 31          | \$387.35     |
| 6582        | MALIBU SWIRL STRAWBE RUM 750ML  | 5           | \$40.68      |
| 6585        | KAHLUA MIDNIGHT 750ML           | 5           | \$53.32      |
| 6587        | MALIBU PINEAPPLE RTD CAN 800ML  | 51          | \$202.73     |
| 6588        | MALIBU CRANBERRY RTD CAN 800ML  | 15          | \$59.63      |
| 6590        | JACK DANIELS W/ HONEY 1.75L     | 5           | \$172.38     |
| 6595        | PINNACLE RAINBOW SHER 750ML***  | 13          | \$103.94     |
| 6598        | FIREFLY STRAW MOONSHINE 750ML   | 19          | \$303.91     |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 6628        | MALIBU SWIRL STRAWBRY RUM 1L** | 47         | \$516.73    |
| 6630        | COPLEY GIN 750ML***            | 7          | \$48.93     |
| 6640        | MOUNT GAY ECLIPSE RUM 50ML***  | 77         | \$153.23    |
| 6641        | NEW AMSTERDAM CITRON V 750ML   | 5          | \$33.08     |
| 6642        | NEW AMSTERDAM COCONUT V 750ML  | 19         | \$161.31    |
| 666         | JOSE CUERVO MARGARITA SALT 6OZ | 19         | \$44.18     |
| 6651        | CIROC AMARETTO VODKA 750ML***  | 12         | \$289.38    |
| 6652        | NEW AMSTERDAM CITRON VDK 1.75L | 7          | \$105.82    |
| 6653        | NEW AMSTERDAM CITRON VDK 50ML  | 7          | \$4.29      |
| 6654        | NEW AMSTERDAM COCONUT VDK 50ML | 59         | \$39.33     |
| 6673        | CIROC AMARETTO VODKA 1L**      | 108        | \$3,379.80  |
| 668         | DI AMORE RASPBERR LIQ 42 750ML | 35         | \$240.88    |
| 6688        | CIROC AMARETTO VODKA 1.75L     | 10         | \$429.94    |
| 6689        | CIROC COCONUT VODKA 1.75L      | 6          | \$279.64    |
| 672         | FAMOUS GROUSE SCOTCH 1L        | 7          | \$162.37    |
| 673         | GREY GOOSE VODKA 50ML          | 11         | \$36.69     |
| 675         | KAPALI LICOR DE CAFE 40 1.75L  | 5          | \$76.03     |
| 68          | DON JULIO REPOSAD TEQ 80 750ML | 5          | \$187.13    |
| 682         | CANADA DRY GINGER ALE 1L       | 151        | \$132.13    |
| 688         | MONTEBELLO LG IS ICE TEA 1.75L | -3         | -\$31.47    |
| 6923        | DELAWARE GIN 750ML             | 7          | \$154.00    |
| 6924        | KINKY BLUE LIQUEUR 750ML       | 21         | \$222.94    |
| 6937        | BAILEYS VANILLA CINNAMON 750ML | 15         | \$242.46    |
| 6944        | JOHNNIE WALKER PLAT SCO 750ML  | 7          | \$501.64    |
| 6951        | SMIRNOFF CINNA SUGAR 750ML***  | 9          | \$80.96     |
| 6961        | JOSE CUERVO CINGE TEQUIL 1L*** | 25         | \$349.87    |
| 6967        | JAGERMEISTER SPIC LIQ 750ML*** | 3          | \$36.02     |
| 6977        | WISERS RYE WHISKEY 50ML**      | 9          | \$5.99      |
| 6978        | WISERS SPICED VANILLA WH 750ML | 23         | \$242.06    |
| 6984        | 99 WHIPPED SCHNAPPS 750ML***   | 7          | \$99.68     |
| 6985        | JIM BEAM MAPLE 750ML           | 5          | \$55.88     |
| 6996        | OLMECA ALTOS REPOSAD TEQ 750ML | 3          | \$44.96     |
| 7052        | NEW AMSTERDAM PEACH VDK 1.75L  | 15         | \$227.48    |
| 7065        | NEW AMSTERDAM RED BERRY 1.75L  | 13         | \$197.90    |
| 7075        | FULL THROTTLE APPLE 750ML**    | 21         | \$388.40    |
| 7076        | FULL THROTTLE BLAKBERY 750ML** | 13         | \$240.44    |
| 7077        | FULL THROTTLE PECH SLO 750ML** | 17         | \$314.42    |
| 7078        | FULL THROTTLE STRAWBER 750ML** | 27         | \$499.37    |
| 7079        | FULL THROTTLE VANILLA 750ML**  | 23         | \$425.37    |
| 7080        | FULL THROTTLE PLATINUM 750ML   | 13         | \$288.53    |
| 709         | TUACA LIQUEUR 50ML**           | 11         | \$18.26     |
| 7096        | NEW AMSTERDAM COCONUT 1.75L    | 9          | \$135.81    |
| 7115        | SMIRNOFF PINEA COCO SORB 1L**  | 51         | \$560.75    |
| 7118        | SUGAR ISLAND COCONUT RUM 750ML | 5          | \$73.48     |
| 7119        | SUGAR ISLAND SPICED RUM 750ML  | 21         | \$309.23    |
| 7120        | PADDY DEVILS APPLE WHSKY 750ML | 9          | \$131.38    |
| 7144        | TITOS HANDMADE VODKA 50ML      | 17         | \$22.70     |
| 7179        | PAUL MASSON GR AMB PEACH 750ML | 15         | \$123.60    |
| 7184        | DEEP EDDY CRANBERRY VODK 1.75L | 13         | \$254.28    |
| 7192        | MALIBU FUZZY PIN RTD CAN 800ML | 6          | \$19.88     |

**Worcester County Liquor Control  
Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 7204        | KRINGLE CREAM LIQUEUR 750ML*** | 3          | \$47.99     |
| 7217        | MALIBU COCO RUM SPARKLER 750ML | 11         | \$109.95    |
| 7218        | MALIBU PEACH RUM SPARKLE 750ML | 7          | \$69.97     |
| 7219        | MALIBU ORANGE FLOAT RUM 750ML  | 11         | \$111.38    |
| 7246        | CRUZAN PEACH RUM 1L**          | 21         | \$230.90    |
| 7252        | DEEP EDDY CRANBERRY VDK 750ML  | 15         | \$191.93    |
| 7253        | VINIQ LIQUEUR 750ML            | 19         | \$271.40    |
| 7257        | SEACRETS RUM WHITE 1L***       | 10         | \$161.36    |
| 7259        | SEACRETS GIN 750ML**           | 20         | \$339.90    |
| 7262        | SEACRETS VODKA 750ML**         | 18         | \$280.72    |
| 7277        | FINLANDIA COCONUT VODKA 80 1L  | 1          | \$15.00     |
| 7278        | JOSE CUERVO CINGE 375ML        | 3          | \$19.98     |
| 7279        | NEW AMSTERDAM PINEAPPLE 750ML  | 27         | \$229.23    |
| 7280        | NEW AMSTERDAM ORANGE VOD 750ML | 19         | \$161.31    |
| 7282        | BACARDI MANGO FUSION RUM 750ML | 9          | \$93.10     |
| 7316        | NEW AMSTERDAM PINEAPPLE 1.75L  | 7          | \$106.37    |
| 7317        | NEW AMSTERDAM ORANGE VOD 1.75L | 1          | \$15.09     |
| 7364        | NEW AMSTERDAM ORANGE 375ML     | 21         | \$92.86     |
| 7369        | NEW AMSTERDAM PINEAPPLE 50ML   | 57         | \$37.97     |
| 738         | TUACA LIQUEUR 1L               | 13         | \$273.09    |
| 7398        | JOHN JAMESON SLCT BLK BRL 750M | 3          | \$80.78     |
| 743         | HIRAM WALKER PEACH BRAND 750ML | 23         | \$167.79    |
| 7433        | PAUL MASSON GR AM PEACH 375ML  | 17         | \$68.77     |
| 7458        | CIROC PINEAPPLE 1.75L          | 9          | \$378.85    |
| 7472        | JIM BEAM FIRE 750ML            | 8          | \$89.56     |
| 7539        | CROWN ROYAL REGAL APPLE 750ML  | 39         | \$779.81    |
| 7567        | SKYY GRAPEFRUIT INFU VDK 750ML | 13         | \$140.66    |
| 7571        | DEEP EDDY LEMON VODKA 750ML    | 21         | \$242.45    |
| 7581        | JACK DANIELS TENN FIRE 750ML   | 9          | \$153.45    |
| 7597        | BLACKHEART SPICED RUM 50ML     | 336        | \$166.28    |
| 7602        | MARGARITAVILLE GOLD TEQUI 50ML | 120        | \$59.36     |
| 7603        | MALIBU PCH AND CRM RUM 1L**    | 10         | \$154.28    |
| 7609        | EVERCLEAR GRAIN 189 1.75L      | 2          | \$44.00     |
| 7610        | EVERCLEAR GRAIN 189 750ML      | 16         | \$176.50    |
| 7612        | OLE SMOKY MOON CHARRED HD 750  | 4          | \$55.98     |
| 7624        | COKE 1.25L                     | 206        | \$185.40    |
| 7625        | DIET COKE 1.25L                | 114        | \$102.60    |
| 7626        | SPRITE 1.25L                   | 174        | \$156.60    |
| 7628        | KINKY GOLD LIQUEUR 750ML       | 18         | \$190.90    |
| 7655        | CROWN ROYAL REGAL APPLE 1.75L  | 18         | \$665.98    |
| 7664        | BIRD DOG APPLE WHISK 750ML     | 8          | \$88.16     |
| 7666        | DEEP EDDY LEMON VODKA 1.75L    | 12         | \$240.18    |
| 7683        | BAYOU RUM WHITE 750ML          | 56         | \$878.04    |
| 7684        | BAYOU RUM SPICED 750ML         | 56         | \$878.08    |
| 7687        | BRECKENRIDGE VODKA 750ML       | 16         | \$228.16    |
| 7688        | KOPPER KETTLE VA WHISKEY 750ML | 54         | \$1,129.10  |
| 7689        | KOPPER KETTLE VODKA 750ML      | 58         | \$772.56    |
| 7690        | VIRGINIA LIGHTNING WHISK 750ML | 30         | \$399.54    |
| 7691        | VIRGINIA LIGHT APPLE PIE 750ML | 20         | \$342.40    |
| 7692        | VIRGINIA LIGHTNING CHERRY 750M | 57         | \$975.78    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                    | Qty on hnd | Cost on hnd |
|-------------|--------------------------------|------------|-------------|
| 7693        | FEW SPIRITS AMERICAN GIN 750ML | 25         | \$498.73    |
| 7694        | FEW SPIRITS BOURBON 750ML      | 41         | \$1,558.37  |
| 7695        | FEW SPIRITS RYE WHISKEY 750ML  | 41         | \$1,947.87  |
| 7696        | MARIE DUFFAU ARMAGNAC NAP 750M | 29         | \$799.20    |
| 7697        | CODY ROAD RYE WHISKEY 750ML    | 31         | \$736.54    |
| 7699        | XILLI LIQUEUR 750ML            | 19         | \$270.94    |
| 7702        | BAYOU RUM 1L**                 | 23         | \$437.00    |
| 7703        | BAYOU RUM SPICED 1L**          | 17         | \$323.00    |
| 7704        | BAYOU RUM SELECT 750ML         | 33         | \$877.76    |
| 7705        | BAYOU RUM SATSUMA 750ML        | 59         | \$925.12    |
| 7706        | BRECKENRIDGE VODKA 1.75L**     | 15         | \$335.03    |
| 7707        | TROMBA BLANCO TEQUILA 750ML    | 21         | \$438.88    |
| 7711        | ALASKA OUTLAW WHISKEY 750ML    | 27         | \$718.35    |
| 7712        | BLACK DRAFT MOONSHINE 750ML    | 13         | \$174.72    |
| 7713        | DCD BUTTERSCOTCH SHINE 750ML   | 30         | \$570.30    |
| 7714        | TROMBA REPOSADO TEQUILA 750ML  | 20         | \$532.20    |
| 7715        | COMMONWEALTH GIN 750ML         | 42         | \$1,037.82  |
| 7716        | PURGATORY HEMP VODKA 750ML     | 22         | \$501.60    |
| 7717        | DCD CAROLINA PEACH SHINE 750ML | 16         | \$304.16    |
| 7721        | CLUB CARIBE MANGO RUM 750ML    | 4          | \$29.34     |
| 7723        | COLVILLE BOURBON 750ML         | 8          | \$133.32    |
| 7732        | CROWN ROYAL REGAL APPLE 50ML   | 62         | \$55.62     |
| 7738        | FRIS ORANGE VADKA 1L           | 12         | \$95.92     |
| 7739        | FRIS WHIPPED VODKA 1L          | 10         | \$79.94     |
| 7740        | VINIQ RUBY LIQUEUR 750ML       | 18         | \$225.00    |
| 778         | WILD TURKEY BOURBON 81 750ML   | 2          | \$30.40     |
| 7812        | E & J PEACH BRANDY 750ML       | 6          | \$48.28     |
| 7814        | NEW AMSTERDAM MANGO 1.75L      | 12         | \$182.32    |
| 7815        | NEW AMSTERDAM MANGO 750ML      | 24         | \$206.28    |
| 7818        | NEW AMSTERDAM MANGO VDK 375ML  | 10         | \$45.26     |
| 7825        | BACARDI BLACK RUM 750ML        | 16         | \$159.92    |
| 7853        | OC DIST CO VODKA 750ML         | 34         | \$408.00    |
| 7854        | O C DIST CO LEMONADE VOD 750ML | 52         | \$624.00    |
| 7855        | OC DIST CO ORANGE VODKA 750ML  | 60         | \$720.00    |
| 7856        | OC DIST STRAW/LEMON VDK 750ML  | 48         | \$576.00    |
| 7864        | JIM BEAM APPLE 50ML            | 62         | \$41.24     |
| 7865        | JIM BEAM APPLE 750ML           | 26         | \$311.24    |
| 7876        | E & J APPLE BRANDY 750ML       | 10         | \$80.44     |
| 7877        | E & J APPLE BRANDY 50ML        | 142        | \$97.98     |
| 7881        | PAUL MASSON RED BERRY 750ML    | 12         | \$100.50    |
| 7914        | CIROC APPLE 750ML              | 12         | \$297.52    |
| 7923        | DEEP EDDY PEACH VODKA 750ML    | 34         | \$381.60    |
| 849         | PORT ROYAL WHITE RUM 1L        | 14         | \$65.56     |
| 86          | DI AMORE SAMBUCA LIQ 42 750ML  | 26         | \$188.38    |
| 864         | ABSOLUT RASPBERRI VODKA 1L**   | 126        | \$2,518.74  |
| 87          | FLEISCHMANN'S GIN 50ML         | 30         | \$14.70     |
| 89          | FLEISCHMANN'S ROYAL VODKA 50ML | 366        | \$139.12    |
| 921         | BACARDI RUM ISL ICE TEA 750ML  | 22         | \$140.70    |
| 924         | ABSOLUT VANILLA VODKA 1L**     | 20         | \$339.10    |
| 930         | CARAVELLA ORANGECELLO 750ML    | 20         | \$218.04    |

**Worcester County Liquor Control**  
**Estimated Merchandise Analysis by Item Number**

| Item number | Description                     | Qty on hand   | Cost on hand                                              |
|-------------|---------------------------------|---------------|-----------------------------------------------------------|
| 940         | CRUZAN VANILLA RUM 1L**         | 2             | \$21.16                                                   |
| 950         | FLEISCHMANN'S APPLE VODKA 1.75L | 12            | \$95.42                                                   |
| 952         | FLEISCHMANN'S APPLE 750ML**     | 22            | \$95.26                                                   |
| 953         | PORT ROYAL DARK RUM 1L          | 12            | \$56.34                                                   |
| 98          | BARENJAGER HONEY LIQ 70 750ML   | 4             | \$85.82                                                   |
| 99          | GRAND MARNIER CORDON R 375ML    | 32            | \$449.54                                                  |
|             | <b>TOTAL COST</b>               | <u>27,551</u> | <u>\$272,728.36</u>                                       |
|             |                                 |               | <u>10% INVENTORY MARK-UP</u> <u>\$27,272.84</u>           |
|             |                                 |               | <u>TOTAL INVENTORY PURCHASE PRICE</u> <u>\$300,001.20</u> |

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <p><b>THIS LIST IS A FAIR REPRESENTATION OF INVENTORY. EXACT AMOUNTS TO BE SETTLED ON DATE OF TRANSFER.</b></p> |
|-----------------------------------------------------------------------------------------------------------------|

**LIST OF TRANSFEROR'S CREDITORS**

The following is a list of of Seller's creditors, including the names and business addresses of each, with the amounts, and also the names of all persons who are known to Seller to assert claims against it even though such claims are disputed.

The undersigned transferor does hereby certify, under penalty of perjury that the content of the foregoing is true and correct.

County Commissioners of Worcester County,  
Maryland

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Madison J. Bunting, Jr. - President

STATE OF MARYLAND, COUNTY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_ day of November, 2016, before me, a Notary Public in and for the State of Maryland, personally appeared Madison J. Bunting, Jr., who acknowledged himself/herself to be the President of the County Commissioners of Worcester County, Maryland, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the foregoing Agreement on behalf of the County Commissioners of Worcester County, Maryland, as for the purposes therein contained as its duly authorized

\_\_\_\_\_.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_