

AGENDA

WORCESTER COUNTY

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

April 19, 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 a Recycling Coordinator for the Solid Waste Division of Public Works, posting to hire a Court Administrator for the Circuit Court, and personnel matters regarding the Liquor Control Exit Strategy; 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 | |
| 10:02 - Presentation of Commendations to: Ethan Taylor - Page to the 2016 Maryland General Assembly | 1 |
| - Maryland Class 1A State Champion Pocomoke High School Boys' Basketball Team | 2 |
| 10:10 - | |
| 10:20 - Chief Administrative Officer: Administrative Matters | 3-12 |
| (Emergency and Transitional Housing and Services and Homeless Prevention Program Grant Application for Social Services; Explosives Demonstration at Langmaid Road Borrow Pit; Action on Bids for Ocean Pines Pump Stations A and F Rehabilitation Project; Award of Bid for Corrugated Metal Pipe and Plastic Pipe for Roads Division; Decline offer to include privately-owned commercial sections of Manklin Creek Road and Commons Drive in the Inventory of Public Roads; Memorandum of Understanding for Relocation of Injection Wells from VanVonno Property in the Mystic Harbour Service Area; Appointments to County Boards and Commissions; Renewal of Legal Advertising Contracts for 2016; Coastal Bays Rural Legacy Agreement of Sale - Redden Property on Stockton Road; FY17 Critical Areas Grant in Aid from the State of Maryland Critical Area Commission for the Chesapeake and Atlantic Coastal Bays; and potentially other administrative matters) | |
| 10:30 - D. Darden - Superintendent, Assateague National Park - Draft General Management Plan | 13 |
| 10:40 - | |
| 10:50 - | |
| 11:00 - Legislative Session - Public Hearing on Bill 16-3 (Natural Resources - Nonprofit Offices in Resource Conservation Area of Atlantic Coastal Bays Critical Area) | 14 |
| 11:10 - Chief Administrative Officer: Administrative Matters | 3-12, continued |
| 11:20 - | |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press | |
| Lunch | |
| 1:30 PM - Chief Administrative Officer: Administrative Matters (If Necessary) | 3-12, continued |
| 1:40 - | |
| 1:50 - | |
| 2:00 - | |

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

April 5, 2016

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, with Commissioner Lockfaw absent and Commissioner Elder temporarily absent, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7) and (10) 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; Kim Moses, Public Information Officer; Stacey Norton, Human Resources Director; and Sheriff Reggie Mason. Topics discussed and actions taken included: agreeing to advertise to hire two Roads Workers in the Roads Division and a Chief Custodian in the Maintenance Division of Public Works; hiring Jeff Lyter as a Plumbing Inspector II for Environmental Programs; acknowledging the hiring of Paul T. Bissman as a Deputy within the Sheriff's Office; discussing public security with Sheriff Mason; receiving legal advice from counsel; and performing administrative functions.

Commissioner Lockfaw was absent from the closed session meeting, and Commissioner Elder was temporarily absent at the opening of the closed session meeting.

After the closed session, the Commissioners reconvened in open session. Commissioner Bunting called the meeting to order and announced the topics discussed during the March 22, 2016 closed budget work session and the April 5, 2016 morning closed session.

The Commissioners reviewed and approved the minutes of their March 15, 2016 open and closed session meetings as presented.

The Commissioners presented a proclamation to Snow Hill Ecumenical Food Pantry President Stephanie Clayville and other members recognizing April 10-16, 2016 as National Volunteer Week, and honoring the Snow Hill Ecumenical Food Pantry volunteers for the investment this group has been making to improve the quality of life here in Worcester County by providing nourishing meals and other necessities to those in need in Snow Hill and the surrounding area for more than 30 years. During the presentation, Volunteer Services Manager Kelly Brinkley presented food pantry members with the prestigious President's Gold Service

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Award for investing over 3,000 volunteer hours into feeding the hungry in 2015. Commissioner Bunting declared that, while State officials consider Worcester County to be a wealthy County because of its property values, the real value is in residents like the food pantry members who volunteer their time to help others and make Worcester County a better place to live, work and raise a family.

The Commissioners presented a proclamation recognizing April as Fair Housing Month to Housing Program Administrator Jo Ellen Bynum and encouraged residents and property owners to support and endorse the practice and policy of fair housing.

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Mitrecic, the Commissioners unanimously awarded the low bid for the rehabilitation of a single-family home in the Berlin area to Shoreman Construction Company of Delmar, Maryland at a total cost of \$20,480, which was revised from the original bid price of \$20,500 to correct a miscalculation on the part of the contractor and with the contractor agreeing to the corrected total. Commissioner Mitrecic suggested providing a new roof rather than an overlaid roof for future bid specifications.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Purnell, the Commissioners unanimously awarded the only bid for the rehabilitation and lead risk reduction of a single-family home in the Stockton area to Allstate Renovation & New Homes, Inc. of Trappe, Maryland at a total cost of \$40,725, which is within the budget estimate for this project.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved bid specifications for the general rehabilitation of an owner-occupied home in the Berlin area, which is to be funded through the County's current Housing Rehabilitation Grant. Commissioner Mitrecic appreciated the fact that a new roof was specified rather than an overlaid roof.

Pursuant to the request of Attorney Mark Cropper and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Bunting to sign the Revised and Final Agreements for Riddle Farm Sewer and Water Expansion to expand services provided by the Riddle Farm Sanitary Service Area (SSA) to extend public water and sewer service to serve properties on Samuel Bowen Boulevard (U.S. Rt. 50 Service Road). Specific agreements approved include the Revised and Final Worcester County Small Project Wastewater and/or Water Agreement; Revised and Final Glen Riddle Spray Irrigation Agreement; and sample Glen Riddle Wastewater Purchase Agreement. Mr. Cropper thanked the Commissioners and staff for their support of this public-private partnership, which has been in the works since 2011, noting that this partnership epitomizes the County's missive "Citizens and Government Working Together."

Pursuant to the recommendation of Lieutenant Neil Adams upon requests from Chris Cropper, President of the Showell Volunteer Fire Department, and John Moses, Director of the Criminal Justice Department at Wor-Wic Community College (WWCC), and upon a motion by

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Commissioner Mitrecic, the Commissioners unanimously declared one 2006 Ford Expedition with 202,666 miles and one 2007 Ford Crown Victoria with over 209,500 miles, respectively, to be surplus property and agreed to notify the public of their intent to dispose of these items as for other public purposes by donating these vehicles to the Showell Volunteer Fire Department to use as a command vehicle and WWCC to teach pursuit driving to police recruits. In response to a question by Commissioner Elder, Lt. Adams advised that the value for each vehicle if sold in the surplus property auction ranges between \$800 to \$1,000. Upon a question by Commissioner Bertino, Assistant Chief Administrative Officer Kelly Shannahan stated that the estimated cost of advertising to dispose of this surplus property should be around \$200 to \$300.

Pursuant to the recommendation of County Engineer Bill Bradshaw in response to a request from Chief Administrative Officer Harold Higgins and upon a motion by Commissioner Church, the Commissioners unanimously accepted the proposal from Gipe Associates, Inc. of Easton, Maryland for design and contract administration for installation of revised ventilation and climate control for the Evidence Storage Room in the Sheriff's Office at a lump sum cost of \$9,000, plus out-of-pocket expenses.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized staff to apply for a one-time grant from the Maryland Department of the Environment (MDE) of up to \$15,000 to help cover costs associated with collecting and recycling electronics and computers through the Statewide Computer Recycling Program.

Pursuant to the recommendation of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted the Findings of Fact and Zoning Reclassification Resolution No. 16-03, regarding Rezoning Case No. 398, filed by Attorney Hugh Cropper, IV on behalf of Salt Grass Bali Hi, LLC, property owner, which was heard by the Commissioners on March 15, 2016 and which formally rezones approximately 24.031 acres of land located on the south side of St. Martins Neck Road and east side of Salt Grass Point Road, identified on Tax Map 10 as part of Parcel 314 (Outparcel 1) from E-1 Estate District to A-2 Agricultural District.

Pursuant to the recommendation of Mr. Tudor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing on Rezoning Case No. 397 for May 3, 2016. This application was submitted by Attorney Hugh Cropper, IV, on behalf of GRC Development, LLC, and seeks to rezone approximately 3.45 acres of land located on the westerly side of Golf Course Road to the north of Sunset Avenue, and more specifically identified on Tax Map 27 as Parcel 702 - Lot 2, Block G in the Tenth Tax District of Worcester County, Maryland from R-3 Multi-Family Residential District to C-2 General Commercial District. Mr. Tudor advised that the application received a favorable recommendation from the Planning Commission. In response to a question by Commissioner Elder, Mr. Tudor advised that the applicants' claim as the basis for their rezoning request is that there is a mistake in the existing zoning of the petitioned area.

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The Commissioners met with Mr. Tudor to discuss a request by Attorney Joseph E. Moore, on behalf of Coastal Hospice, Inc., for an amendment to the Isle of Wight-Turville Creek Planned Unit Development (PUD) - PUD 87-3, which was originally approved in 1989, to convert the abandoned clubhouse on the property that was formerly known as Phase 4 of the Points Reach Condominium in Section 17, within the Ocean Pines subdivision, and more specifically identified on Tax Map 21 as Parcel 317, into a hospice facility. Mr. Tudor stated that the proposed use of the abandoned clubhouse by Coastal Hospice was not contemplated almost 30 years ago, but it is not dissimilar to other uses permitted in the PUD at the time nor dissimilar to the many forms of residential uses that were specifically enumerated in the Commissioners' original approval. Consequently he does not believe the current proposal is a substantial deviation from the original Step 1 approval; thus if the Commissioners concur with staff's conclusion, it will not be necessary for the Commissioners to conduct a public hearing to amend the Step 1 PUD approval. However, since the proposed use is not expressly permitted by either today's regulations nor the 1978 Zoning Code under which the PUD was developed, it will be necessary for Coastal Hospice to apply for and be granted a special exception by the Board of Zoning Appeals as a use similar in nature to a permitted use, but not specifically mentioned in another zoning district. He concluded that if permitted the proposal would enable the long-vacant building to be used to the benefit of the County at large.

Commissioner Bunting invited Attorney Joe Moore to further explain his client's proposal and his request of the Commissioners. Mr. Moore stated that the Commissioners' task is to determine whether the proposed use of the clubhouse building as a palliative and hospice care facility would be a major change to the original Step I PUD, and he proffered that it is not. He advised that he has submitted a revised Step II Isle of Wight-Turville Creek PUD site plan prepared by Frank G. Lynch, Jr. & Associates, Inc., which demonstrates that open space is provided that is equal to 40.073 acres or 44.3% of the 90.5-acre site, which substantially exceeds the Code required 30% or 27.15. He stated that the proposed residential facility will include eight beds with room to expand to 12 beds to meet the needs of people who are unable to be cared for by hospice in their own homes. He stated that there is a need for this type of facility in Worcester County, and he advised that 55% of Coastal Hospice patients in 2014 were from the 21811 zipcode, which includes the Berlin and Ocean Pines areas, and he asked the Commissioners to help make this needed community amenity a reality.

Commissioner Mitrecic stated that there is no better place for Coastal Hospice to be located locally than in this spot, and he agrees that the proposed use is consistent with those that would have been allowed in the PUD.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously found that the proposed addition of a Coastal Hospice facility in this location is not a substantial deviation from the original Step 1 approval of the PUD; therefore, the proposal does not need to be presented at a public hearing before the County Commissioners.

The Commissioners met with Department of Liquor Control (DLC) Interim Director Laura Burns-Reinhart to discuss the proposed liquidation of non-moving liquor products for sale in Shore Spirits Retail Liquor Stores by discounting the products. Chief Administrative Officer Harold Higgins further recommended authorizing the Liquor Committee to modify inventory

pricing on an as-needed basis, rather than waiting to bring such requests to the Commissioners at their twice-monthly meetings, to take advantage of opportunities to liquidate DLC inventory throughout the 2016 summer season to minimize County losses as staff wraps up DLC operations.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the proposed liquidation pricing of non-moving retail inventory as presented and also approved Mr. Higgins' request to allow the Liquor Committee to revise retail liquor pricing as appropriate in the future, with discounts up to 10% below cost as needed to liquidate inventory.

Pursuant to the request of Budget Officer Kathy Whited and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the required advertisement entitled "Notice of Public Hearing FY17 Requested Operating Budget," which will run in area newspapers the weeks of April 20 and April 27, 2016 advising the public that the budget hearing will take place on Tuesday, May 3, 2016 at 7:00 p.m. at Snow Hill High School.

The Commissioners met with Ms. Whited to review the proposed FY17 Constant Yield Advertisement, which has already been approved by the Maryland Department of Assessments and Taxation, to be advertised in area newspapers during the week of April 20, 2016. Ms. Whited explained that, in accordance with State law, the notice states that, for the tax year beginning July 1, 2016, the estimated real property assessable base will increase by 1.3%, from \$14,363,311,380 to \$14,545,486,183, and if the County maintains the current tax rate of \$0.835 per \$100 of assessment, real property tax revenues will increase by \$1,521,160 or 1.3%. The notice states that, to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.8245 per \$100 of assessment, the Constant Yield Tax Rate (CYTR). The County is considering not reducing its real property tax rate enough to fully offset increasing assessments and instead proposes to adopt a real property tax rate of \$0.87 per \$100 of assessment. This tax rate is 5.5% higher than the CYTR and will generate an additional \$6,618,196 in real property tax revenues. Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the FY17 Constant Yield advertisement as required by State law.

Mr. Higgins advised that the County is mandated by the State to run the advertisement as written and reflects the tax rate if the Commissioners were to fully fund the requested operating budget. However, he stated that the budget will be balanced by increased revenues, decreased expenses or a combination of the two. He advised that the public hearing on the CYTR will take place during the FY17 Budget Hearing at 7:00 p.m. on May 3, 2016 at Snow Hill High School.

The Commissioners answered questions from the press, after which they adjourned to meet again on April 19, 2016.

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



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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

COMMENDATION

WHEREAS, Pocomoke High School senior Ethan Taylor was selected to serve as Worcester County's Page to the 2016 Maryland General Assembly. He received this honor for his dedication to academic excellence and for demonstrating a great potential for leadership; and

WHEREAS, Mr. Taylor has proven himself to be an outstanding leader who uses his time and talents wisely to serve both his school and the greater community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend Ethan Taylor for his service as Worcester County's Page to the 2016 Maryland General Assembly and express to him our pride in his accomplishments.

Executed under the Seal of the County of Worcester, State of Maryland, on this 19th day of April, in the Year of Our Lord Two Thousand and Sixteen.



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

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WEB: www.co.worcester.md.us



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COUNTY ATTORNEY

Worcester County

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

COMMENDATION

WHEREAS, the Pocomoke High School Varsity Boys' Basketball Team, the Warriors, brought home the 2016 Maryland Class 1A Basketball Championship title to Pocomoke City; and

WHEREAS, Worcester County applauds the Warriors Varsity Boys' Basketball Team head coach Derrick Fooks, assistant coaches Curtis Broadwater and Anthony Tull, managers Andre' G. Collins, Jr. and Najee Taylor-Nelson, trainer Kimberly Baker and team members Tyler Nixon, Leander Roberts, IV, Tyrone Matthews, John Paul Chamberlain, Kwamaine Atkins, Tyree Thornton, Jerrick Johnson, Desmon Corbin, Antonio Beckett, Tyrique Beauford, Licurtis Whitney, and Brent Fletcher.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend the **Pocomoke High School Varsity Boys' Basketball Team** for their hard work and dedication in attaining the **2016 Maryland Class 1A Basketball Championship Title** and express to them our pride in their outstanding accomplishment.

Executed under the Seal of the County of Worcester, State of Maryland, this 19th day of April, in the Year of Our Lord Two Thousand and Sixteen.



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

Citizens and Government Working Together

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Tab
2a

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Worcester County

GOVERNMENT CENTER
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SNOW HILL, MARYLAND
21863-1195

Surprise Commendation
to Annette Wallace
after other commendations

COMMENDATION

WHEREAS, one high school principal in Maryland has been recognized statewide as an exemplary administrator who inspires students of all ages, abilities and backgrounds to believe in themselves and to strive for excellence in all areas of their lives; and

WHEREAS, the County Commissioners would like to congratulate Pocomoke High School Principal Annette Wallace who was named the 2016 Maryland High School Principal of the Year by the National Association of Secondary School Principals for exceptional leadership and for building and sustaining a school climate of academic excellence where student achievement abounds.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby express our pride in **Annette Wallace** for being named the **2016 Maryland High School Principal of the Year**.

Executed under the Seal of the County of Worcester, State of Maryland, this 19th day of April, in the Year of Our Lord Two Thousand and Sixteen.



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

Copy for
Commissioners
only



DEPARTMENT OF HUMAN RESOURCES

Worcester County
Department of Social Services

3

Peter Buegens
Director

Dawn Jones
Assistant Director
Child Support

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

April 13, 2016

Madison Bunting, President
Worcester County Office of the Commissioners
Worcester County Government Center
One West Market Street -- Room #1103
Snow Hill, MD 21863

RE: ETHS/HPP Grant

Dear Mr. Bunting:

The Worcester County Department of Social Services, in conjunction with Diakonia and the Samaritan Shelter, is applying for grant funding through the Department of Human Resources through the Emergency and Transitional Housing and Services Program (ETHS) and Homeless Prevention Program (HPP). This program provides funds to prevent homelessness and to help improve the quality of existing emergency and transitional shelters for the homeless. Funding is through the Maryland Department of Human Resources. The Department is requesting funding in the following amount: \$20,484 for ETHS and \$4822 for HPP.

I am requesting to have this issue brought before the Commissioners during your next scheduled meeting for discussion and approval.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Roberta Baldwin
Assistant Director of Services

Cc: Kim Watts, Grants Administrator, w/attachments
Kelly Shanahan, Assistant Administrative Officer



Reviewed by Budget Accountant
Date: 4/14/16 By: Kim Watts

Larry Hogan, Governor • Boyd Rutherford, Lt. Governor • Sam Malhotra, Secretary

Cover Sheet

Name of Contracting Entity: Worcester County Commissioners

Jurisdiction: Worcester County

Address: Government Center, 1 West Market Street, Room 1103, Snow Hill, MD 21863

Phone:410-6323131 **FAX:** Click here to enter text.**Contact Email:** Click here to enter text.

Dollar Amount Requested for FY 2017: \$20,484 ETHS

Grant Type: ETHS (*Reminder: Complete one cover sheet per grant type being applied for*)

W-9 Taxpayer Identification Number (TIN): Click here to enter text.

Authorization Signature for Contracting Entity:

Madison Bunting, Jr.
(Name Printed)

Signature

4/13/16
(Date)

President, Worcester County Commissioners
(Title)

Phone: 410-632-3131**FAX:**Click here to enter text. **Contact Email:** Click here to enter text.

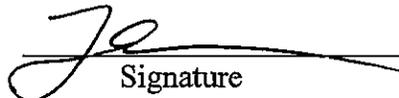
Name of Administering Agency: Worcester County Department of Social Services

Address: 299 Commerce Street, Snow Hill, MD 21863

Phone:410-677-6800 **FAX:** 410-677-6810**Contact Email:** Roberta.baldwin@maryland.gov

Authorization Signature for Administering Agency:**

Peter Buesgens
(Name Printed)


Signature

4/13/16
(Date)

Director
(Title)

Phone:410-677-6800 **FAX:** 410-677-6810**Contact Email:** Peter.Buesgens@maryland.gov

** The contact should be the person who will be responsible for the implementation, operation and supervision of the program in the jurisdiction.

Cover Sheet

Name of Contracting Entity: Worcester County Commissioners

Jurisdiction: Worcester County

Address: Government Center, 1 West Market Street, Room 1103, Snow Hill, MD 21863

Phone: 410-6323131 **FAX:** Click here to enter text. **Contact Email:** Click here to enter text.

Dollar Amount Requested for FY 2017: \$4,822 HPP

Grant Type: HPP (*Reminder: Complete one cover sheet per grant type being applied for*)

W-9 Taxpayer Identification Number (TIN): Click here to enter text.

Authorization Signature for Contracting Entity:

Madison Bunting, Jr.
(Name Printed)

Signature

4/13/16
(Date)

President, Worcester County Commissioners
(Title)

Phone: 410-632-3131 **FAX:** Click here to enter text. **Contact Email:** Click here to enter text.

Name of Administering Agency: Worcester County Department of Social Services

Address: 299 Commerce Street, Snow Hill, MD 21863

Phone: 410-677-6800 **FAX:** 410-677-6810 **Contact Email:** Roberta.baldwin@maryland.gov

Authorization Signature for Administering Agency:**

Peter Buesgens
(Name Printed)

Signature

4/13/16
(Date)

Director
(Title)

Phone: 410-677-6800 **FAX:** 410-677-6810 **Contact Email:** Peter.Buesgens@maryland.gov

** The contact should be the person who will be responsible for the implementation, operation and supervision of the program in the jurisdiction.

GRANT APPLICATION FOR FISCAL YEAR 2017

Letter from the Homeless Services Grant Manager

The Maryland Department of Human Resources (DHR), through the Family Investment Administration's Bureau of Homeless Services (BHS), is requesting homelessness grant funding proposals from our established Local Administering Agency (LAA) partners for the coming fiscal year, **July 1, 2016 through June 30, 2017**. LAAs currently funded through DHR to serve individuals and/or families who are experiencing homelessness or are at risk of becoming homeless receive priority to continue their programming. However, we encourage new programs to apply directly through the LAA within each jurisdiction. We have a list of LAAs on our website under the [provider link](#).

We will base decisions about future funding on the reporting outcomes and feedback received from our LAAs and providers this year, as well as goals set by the Interagency Council on Homelessness (ICH) and the State Legislature. As soon as the BHS becomes aware of any policy or funding changes, we will alert all providers so they may plan accordingly.

There are four homeless grant programs available through this application: Emergency and Transitional Housing and Services Program (ETHS); Service Linked Housing Program (SLHP); Housing Counselor and Aftercare Program (HCAP); and Homelessness Prevention Program (HPP). Please refer to the *Guide for Homeless Services Grantees* available on our [website](#) as you complete this application, as it clarifies program requirements, service goals and use of funds. If you are a sub-grantee and have questions, please contact your LAA or Continuum of Care (CoC) lead first. If you are an LAA or CoC lead and need further clarification, you can reach out to me at (410) 767-8951 or serena.reshard@maryland.gov.

Sincerely,

Serena Reshard

Grants Manager, Bureau of Homeless Services

Directions for completing your application

Please complete all sections of this application carefully as they will become part of your final contract, once approved for funding. Be certain to label each attachment accurately. Please review the application for spelling, grammatical and mathematical errors as well as organization. Applications that must be returned for revision, can delay implementation of the contract.

- All finalized applications must be in PDF format and emailed to the BHS (DHRHomeless.Services@Maryland.gov) **no later than COB April 22nd, 2016.**
- Please write "N/A" in all sections pertaining to a grant that you are not applying.
- **LAA's must include an individual coversheet for each grant you are applying for** (see appendix for an example). This coversheet is crucial so we have the correct contact information for each local entity. If information provided at the start of the year changes mid-year, the LAA must provide an updated cover sheet to the BHS.
- **Organizational charts** - the LAAs must submit an organizational chart to illustrate management structure, and a **second** organizational chart that shows the reporting structure and oversight by the LAA over the Sub-Grantees. If your LAA is applying for more than one grant source and will have a different reporting structure with the individual Sub-Grantees, please include a separate organizational chart for each grant type if they cannot fit on one sheet. All information must be clear and all organizational charts must include the following:
 - Information in chart format, not narrative.
 - Name, position and supervisory authority of staff paid for by each grant and/or those responsible for overseeing the grant, but not necessarily paid for by the grant.
 - Weekly hours worked for each staff person paid for by each grant.
 - Email and phone number for each staff person
 - **Please note:** Domestic Violence emergency shelter providers can omit specific contact information and hours worked for front line staff. BHS may request this information in another way.
- **Budget Funding Request Sheets** – Sub-grantee sheets must detail cost breakdowns for each anticipated funding amount. All projected funding uses must meet the "Allowable Use of Funding" (outlined in the *Guide for Homeless Services Grantees* (dated Oct. 2015) pertaining to the specific homeless grant for which the sub-grantee proposes to provide services. Please use the chart of anticipated **Funding Amounts** included with this application, as a guide to complete the application. Final award letters will be sent at the start of the fiscal year.

Additional Information about the Grant Process

Spending of Funds – All funds must be spent within the programmatic fiscal year. The LAA must notify the BHS as soon as possible (no less than 60 days of known outcome), if allocated funds for a specific grant type will go unspent.

- The BHS may reallocate funds from one jurisdiction to another if an entity is unable to fulfill spending commitments or does not comply with reporting and monitoring requirements outline in the *Guide for Homeless Services Grantees*.

What we will consider as we review this application – all grant applications must be complete and include all supplemental information (LAA Cover Page, Budget forms and organizational charts). Please provide specific details when answering the questions to illustrate the knowledge and involvement of the LAA, with the local jurisdiction and providers serving the homeless population. Policies and procedures must meet the qualification outlined in the *Guide for Homeless Services Grantees*.

Timeframe –

All LAA grant applications are due to the BHS no later than **COB Friday, April 22nd, 2016**.

The BHS will review all applications received and will follow up with questions if necessary. We will actively communicate with all LAAs as the selection process develops. We anticipate notifying LAAs of approved funding levels **on or before July 1, 2016**. We will let you know if this timeline changes.

Consolidated Application Questions

- I. **Jurisdictional Profile** – This section is an opportunity to highlight your knowledge and understanding of homelessness in your jurisdiction. It is important that the BHS understands the challenges and opportunities in your part of the state and that each LAA is closely involved with all stakeholders working to serve the homeless in your jurisdiction. Complete this section only once for your jurisdiction.
- a. **Provide a detailed description of the jurisdictional need for DHR homeless grant funding. What are some new trends you are seeing with the population experiencing homelessness (include emerging populations and/or growing needs not addressed by the current grant requirements)?** Please limit your response to 500 words.

It is increasingly clear that homelessness has become a widespread phenomenon affecting thousands of needy families as well as individuals. Counting the number of people who are homeless and residing in Worcester County is a difficult task. The Town of Ocean City is located in Worcester County and becomes the second largest city in Maryland during the summer months. This area attracts families and individuals from across the State and Country. Many come to the area with the understanding that they will be able to maintain and support their daily livings needs. However, Worcester County has the highest unemployment rate in Maryland. According to the Maryland Department of Labor, Licensing and Regulation, Worcester County's unemployment rate as of February 2016 is 13.3%, which is 8.6% higher than the State average of 4.7%. Worcester County has the lowest average wage of any jurisdiction in the state. Housing Costs in Worcester County, especially the northern end of the county which encompasses most of the population and jobs, are high relative to local incomes. In recent years we have seen an increase in homelessness in the summer months as low-income residents are evicted from temporary lodging in favor of higher-paying tourists. Identifying those who are experiencing an episode of homelessness is very different from the metropolitan areas. Worcester County does not have individuals residing on the street in clear sight of all citizens, varying from the stereotypes that you observe when walking through a populated city. Instead, the homeless in our rural county rely on "tent communities" or reside in wooded areas that are out of sight from the average citizen. According to a recent HMIS report, the majority of individuals in the homeless population are single adults without children, with 56% male and 44% female. Of the total number of families requesting homeless services in Worcester County, 19% of those needing services were adults with children. Of all single adults seeking assistance, 25% of those individuals disclosed having a behavioral health issue (mental health and substance abuse). In addition, 14% of all single adults reported having a pre-existing physical disability. Because the demand of housing in the summer is significantly higher than other areas in the State, the cost to maintain housing is exorbitant. Families and single individuals find themselves unable to locate affordable housing. This population most often resorts to obtaining housing that is substandard and in rural areas that

remove the adults from access to employment. The high percentage of unemployment and a seasonal workforce, contribute to the difficulty in sustaining housing. The average cost of a one bedroom apartment is \$539 a month but can be as high as \$1,500 a month for a 4 bedroom apartment. Many people are living in substandard housing, which is so dilapidated that it is not feasible to make repairs. Many of the elderly who reside in the county have been displaced because their homes are being condemned as a result of health or safety factors.

- b. Provide a narrative description of the mission, goals, focus areas, projected outcomes etc. of the local Continuum of Care (CoC) and Regional Homeless Board (RHB), where applicable. Please limit your response to 500 words.**

The Homeless Alliance for the Lower Shore Continuum of Care (HALS-CoC) is the regional Continuum of Care for the three lower shore counties, Somerset, Wicomico and Worcester County. The focus of HALS is to help homeless persons, especially families with children, chronically homeless, veterans and unaccompanied youth, make the transition to permanent housing and independent living. Efforts are focused on shortening the period of time that individuals and families experience homelessness, facilitating access to affordable housing and preventing recurring homelessness. HALS works by coordinating care and services among various public and private institutions and working to increase the amount of supportive housing available in the tri-county area.

- c. In addition to the CoC and RHB, what other stakeholder entities does the LAA collaborate with to serve the homeless population in your area? Examples include local governments, businesses, landlords, mental health providers, workforce development or educational providers.**

The LAA participates in the Worcester County Homeless Board, which includes members from all local and state government entities, along with private organizations and businesses that offer supportive services to the homeless population. The Board has been active in implementing a three part plan to identify and increase the amount of affordable housing in Worcester County through a focused outreach effort to landlords. Through the collaboration of the many agencies that participate as members of the homeless board, a plan to educate the public regarding the issue related to homelessness has been executed. A subcommittee of the homeless board created a community outreach program in which resource days are scheduled in different municipalities throughout the winter months and has now expanded to be held throughout other times of the year. The resource day is paired with a local soup kitchen lunch and agency services are available to participants to access.

- d. In addition to CoC and provider participants, do the following stakeholders participate in emergency weather planning for those experiencing homelessness in your county:**

local or state Emergency Management personnel, local government leaders or representatives?(Yes/No)

If so, please indicate the titles and roles of those personnel involved. If not, please briefly detail why they do not participate. (*Not a scored question)

NO. Local Emergency Management does not currently participate in the determining the need for cold weather sheltering unless it is during a major weather situation and mass sheltering may be required.

- e. In one paragraph, please highlight the most impressive programmatic outcome your jurisdiction achieved last fiscal year because of receiving DHR funding. For example, personal client or organizational collaboration success stories, things your jurisdiction started doing differently to improve your service delivery outcomes.

Through ETHS funding, the Worcester County Department of Social Services, in collaboration with the Worcester County Homeless Board, was able to partner with a faith based, grass root effort to support full operations for a cold weather shelter. The Ocean City Cold Weather Shelter Coalition was able to expand its shelter availability for a full winter season. The cold weather shelter was open 20 nights during the previous grant period and was able to serve up to 30 individuals, including families, on any given night. Volunteer staff was provided training in mental health first aide, increasing community member's knowledge of the issues that many homeless individuals experience. Through this effort, community businesses learned of the issue and were willing to donate items, such as linens, cleaning supplies, toiletries, appliances and other services to support the operations of the shelter. Community awareness regarding the issue of homelessness has begun to grow.

Consolidated Application Questions (Continued)

II. **The LAA's work with the Sub-Grantees** – This section is an opportunity for the LAA to explain how it will work with the Sub-Grantees to execute the programmatic requirements of each grant. It is important for the BHS to understand details about how the Sub-Grantees will receive oversight and guidance to ensure sub-grantees meet grant requirements.

- a. **How will monitoring occur and who specifically will be responsible for managing the data collection and reporting requirements? If the LAA is also a service provider, please indicate that here.**

The Worcester County Department of Social Services acts as the LAA as well as a service provider for administering the full HPP program and homeless prevention services that are provided through ETHS. As the LAA, the Department interacts regularly with the sub-recipients through the Worcester County Homeless Board and the regional CoC. To monitor the funds allocated to the sub-grantee, the supervisor of the Department's Emergency Service Unit reviews monthly reports submitted by each sub-recipient. A compilation of data is submitted monthly to DHR, combining all statistical information from each grantee. An annual monitoring site visit is performed to ensure that each sub-grantee is executing the program as prescribed in the manual and to ensure that the funds that are allocated are utilized as proposed.

- b. **Please describe how the LAA and your sub-grantees will meet the fiscal management requirements outlined in the *Guide for Homeless Services Grantees*.**

After a review and assessment of the individual or family applying for HPP or ETHS is completed and the determination is made to approve the assistance, the social worker completes a 312 voucher and attaches a copy of the court order eviction or letter from the landlord indicating that the client is in arrears and at risk of losing housing. The 312 voucher is submitted to the supervisor of the unit for approval and signature. The signed voucher is then forwarded to the Department's finance office. Monthly vouchers, journal entries and deposits are entered into FMIS by the Finance Officer. Payments are also entered into a entry detail (Excel Spreadsheet) for comparison with each deposit and journal entry. The journal entry numbers are in consecutive order from the previous month. The total expenditures and deposits are entered on the entry Detail Log and are compared with the disbursement and deposit log kept by the finance officer. Upon completion of the FMIS reconciliation, the expenditure is recorded on the Budget Balance Report. HPP payments are made out of the AFS and are reconciled in systematic method similar to those payments made out of FMIS. The Worcester County Department of Social Services is audited every three years by the Office of the Inspector General and all practices and procedures are reviewed. Each sub-grantee is audited annually by an independent CPA firm. Copies of the report are reviewed during the annual monitoring site visit.

- c. Are all LAA policy directives governing the work of Sub-Grantees, in accordance with required policies outlined in statute, COMAR and the *Guide for Homeless Services Grantees (Including, but not limited to, service delivery expectations, termination, reporting (activity and fiscal), monitoring, non-discrimination policy, client grievance policy?* (Yes/No). Please specify policies that differ from what the *Guide for Homeless Services Grantees* requires.

Worcester County has promulgated guidance on these topics directly to the sub-recipients through the County budget office in coordination with the Worcester County Homeless Board. The guidance is consistent with that in the "Guide for Homeless Services Grantees".

- d. Does the LAA hold written agreements with each Sub-Grantee?

The LAA will hold a written grant agreement for payment with each sub-grantee. The grant agreement will include specifications of required documents and data for completion of payment.

- e. Please list the name of each Sub-Grantee you oversee to use these funds and the date that the provider received or will receive a monitoring visit during Fiscal Year 2016.

The LAA will oversee two sub-grantees, Diakonia, Inc. and The Samaritan Shelter. Each sub-grantee participated in an annual monitoring visit as required. The LAA conducted a monitoring visit with Diakonia, Inc. initiated a monitoring visit on 3/22/16 and completed additional record reviews on 4/1/16. A monitoring visit was conducted with The Samaritan Shelter on 3/9/16. Both sub-grantees were found to be in compliance with all mandated regulations and policies.

- f. Do all Sub-Grantees use a Homeless Management Information System (HMIS) to record client data consistently? (Yes/No) If not, please list the providers in your jurisdiction that do not use HMIS, reason for not using HMIS and confirm that the LAA will enter client data into HMIS for those sub-grantees not participating in HMIS.

Each sub-grantee utilizes the Homeless Management Information System on a regular basis to ensure that data is captured accurately and timely. The HMIS coordinator frequently provides trainings to teach staff on system updates and to make improvement in data collection. HMIS is the centralized data collection system for all programs that are allocated funds to support homeless prevention or re-housing efforts.

**III. Individual Grant Questions –
Emergency and Transitional Housing and Services Program (ETHS)**

- a. **When was the last fiscal year the jurisdiction received the ETHS funds? How will the jurisdiction use the ETHS funds this fiscal year (please state specifically if the grant will cover the following: shelter operations, case management salary, cold weather shelter operations, motel vouchers, move out assistance, etc.)?**

Worcester County received ETHS received \$20,484 in 2013, 2014, 2015 and 2016, which was distributed between three grantees: Worcester County Department of Social Services, Diakonia, Inc. and The Samaritan Shelter. This fiscal year, the ETHS funds will be used to cover bed nights, cold weather shelter operations, motel vouchers, eviction prevention and re-housing efforts.

- b. **If your jurisdiction received ETHS funding last fiscal year, please summarize the total number of clients served and total number of bed nights provided through March 2016.**

Worcester County received \$20,484 in ETHS funding for FY '16, with each sub-grantee receiving an allocation of \$6,828 from the total amount. As of March, 2016, Diakonia, Inc. and The Samaritan shelter provided a total of 506 bed nights were funded through ETHS and other funding sources, serving a total number of 101 clients. The Worcester County Department of Social Services provided eviction prevention or funding for re-housing to a total of 9 clients. The Ocean City Cold Weather Coalition received \$1,500 from the Department's funding to operate a cold weather shelter and provided sheltering for 44 individuals between December and March.

- c. **How many individuals and families do you anticipate serving during FY2017?**

With level funding available to Worcester County, the following is a breakdown of the anticipated number of clients to be served through funding to the following sub-grantees:

- Diakonia, Inc. will serve 15 clients
- The Samaritan Shelter will serve 80 clients
- Worcester County Department of Social Services will serve 30 clients through the cold weather shelter each night the shelter is open; 22 clients for homeless prevention services

- d. **Please list the other sources of funding used in complement with ETHS funds to cover the costs of this program. Please include an approximate percentage breakdown for each funding source (example: DHR 25%, HUD funding 40%, ESG Federal 10% and Local Government Funding 25%).**

The Worcester County Department of Social Services does not receive any additional funds to support this grant. Staffing is provided through merit State funded positions.

The non-profit sub-grantees, Diakonia, Inc. and The Samaritan Shelter, receive funding from a variety of sources including private donors, foundations, United Way, Community Foundation of the Eastern Shore and others to cover the costs that are not funded by DHR. The approximate funding for the non-profit organizations are: DHR 15%, Local Government 10%, ESG 10%, Private Sector 65%.

- e. If the jurisdiction used this grant to pay for cold weather bed nights last fiscal year, approximately how many additional beds were provided to your existing shelter stock and at what approximate cost?

During the last fiscal year, the Worcester County Department of Social Services allocated \$1,500 to support the local cold weather shelter. Because of the funding, the shelter was able to open operations in the month of November and ended operations in March. The shelter added an additional 30 beds during episodes of extreme weather conditions. The shelter was open for four months, providing approximately 168 bed nights with an approximate cost of \$9.00 per day allocated from the ETHS funding.

- f. Do any ETHS grant recipients collect "Fees for Service" (Yes/No)? If fees are collected, please describe how the LAA will hold Sub-Grantees accountable to data collection and reporting standards, outlined in the *Guide for Homeless Services Grantees*.

No. Sub-grantees do not collect any fees for their services.

**IV. Individual Grant Questions –
Homelessness Prevention Program (HPP)**

- a. **When was the last fiscal year the jurisdiction received the HPP funds? How will the jurisdiction use the HPP funds this fiscal year (please state specifically if the grant will cover the following: eviction prevention/back rent, legal services, financial counseling or other early intervention and prevention services)?**

The Worcester County Department of Social Services administers the HPP program and received funding through DHR in the amount of \$4,822 in 2013, 2014, 2015 and 2016. With level funding proposed, the Department intends to use the funding to provide eviction prevention assistance through individual subsidies.

- b. **If your jurisdiction received HPP funding last fiscal year, please summarize the total number of clients served through March 2016.**

As of March 2016, the Worcester County Department of Social Services assisted 21 individuals with a subsidy to prevent eviction.

- c. **Then please provide the total number of clients that received an eviction prevention stipend up through the month of December 2015 and the percentage of those that retained their housing 3 months later.**

A total of 14 stipends were provided through December 2015 and a total of 1 client was no longer in housing. 93% of all individuals who received assistance during this period remained in stable housing.

- d. **Please list the other sources of funding used in complement with HPP funds to cover the costs of this program. Please include an approximate percentage breakdown for each funding source (example: DHR 25%, HUD funding 40%, ESG Federal 10% and Local Government Funding 25%).**

Funding from DHR covers 100% of direct financial assistance to the client. The Worcester County Department of Social Services provides in-kind social work services and does not receive any administrative funding for this program. There are no additional funds received to support this program or provide additional homeless prevention services. If a client does not meet the criteria for approval, referrals are made to other community resources.

- e. **How many individuals and families do you anticipate serving during FY2017?**

The Worcester County Department of Social Services anticipates serving 20 clients experiencing a housing crisis. The maximum amount of subsidy for each grant is \$250.00.

- f. Does the LAA and all Sub-Grantees use HMIS to record HPP recipients and their progress? If not, please list those that do not, the reasons why and what tool they do use to track participants housing retention rates.

The Worcester County Department of Social Services uses HMIS to record HPP applicants and all recipients. Because a comprehensive assessment is conducted by a social worker, a confidential record is created outside of HMIS and contains all required narratives and confidentiality releases. This hardcopy record is used by the supervisor to review retention rates and additional compliance requirements.

**V. Individual Grant Questions—
Housing Counselor and Aftercare Program (HCAP)**

PLEASE NOTE: Due to flat funding levels for the coming fiscal year, jurisdictions that did not receive HCAP funding last fiscal year will likely not receive HCAP funding in FY17. However, if your jurisdiction's Housing Counselor position was vacant for more than 3 months during Fiscal Year 2016, BHS may shift HCAP funding from your jurisdiction to another in FY17.

- a. **How many positions will this grant pay for? Please indicate if the funding covers a fulltime or partial time employee(s).**

N/A

- b. **Please summarize the total number of clients served by the Housing Counselor through March 2016. What primary support services did clients require from this position?**

N/A

- c. **Please list the other sources of funding used in complement with HCAP funds to cover the costs of this program. Please include an approximate percentage breakdown for each funding source (example: DHR 25%, HUD funding 40%, ESG Federal 10% and Local Government Funding 25%).**

N/A

- d. **How many individuals and families do you anticipate serving during FY2017?**

N/A

**VI. Individual Grant Questions –
Service Linked Housing Program (SLHP)**

PLEASE NOTE: Due to flat funding levels for the coming fiscal year, jurisdictions that did not receive SLHP funding last fiscal year will likely not receive SLHP funding in FY17. However, if your jurisdiction's Resident Advocate position was vacant for more than 3 months during Fiscal Year 2016, BHS may shift SLHP funding from your jurisdiction to another in FY17.

- a. **How many positions will this grant pay for? Please indicate if the funding covers a fulltime or partial time employee(s).**

N/A

- b. **Please summarize the total number of clients served by the Resident Advocate (RA) position through March 2016. What primary support services did clients require from this position?**

N/A

- c. **Please list the other sources of funding used in compliment with SLHP funds to cover the costs of this program. Please include an approximate percentage breakdown for each funding source (example: DHR 25%, HUD funding 40%, ESG Federal 10% and Local Government Funding 25%).**

N/A

- d. **How many individuals and families do you anticipate serving during FY2017?**

N/A

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Appendix

- I. **Sample Organizational Chart – LAA Internal**
- II. **Sample Organizational Chart – LAA Oversight of the Sub-Grantees**
- III. **Signature Page**
- IV. **LAA Budget Funding Request – ETHS**
- V. **Sub-Grantee Budget Funding Request – ETHS**
- VI. **LAA Budget Funding Request – HPP**
- VII. **Sub-Grantee Budget Funding Request – HPP**
- VIII. **LAA Budget Funding Request –HCAP**
- IX. **Sub-Grantee Budget Funding Request – HCAP**
- X. **LAA Budget Funding Request – SLHP**
- XI. **Sub-Grantee Budget Funding Request - SLHP**

**Organizational Chart of Local Administering Agency (LAA)
Oversight of Sub-Grantee Organizations**

Worcester County Department of Social Services

Assistant Director of Services

Roberta Baldwin

roberta.baldwin@maryland.gov

(410)677-6872

Diakonia, Inc.
Executive Director
Claudia Nagle
claudia@diakonia.org
(410)213-0923

Samaritan Shelter
Director
thesamaritanshelter@gmail.com
(410)957-4310

**Organizational Chart of Local Administering Agency (LAA)
Internal Management Structure**

Worcester County Department of Social Services
Assistant Director of Services
Roberta Baldwin
roberta.baldwin@maryland.gov
(410)677-6872

Intake Services Supervisor
Lillian Wilkinson
lillian.wilkinson@maryland.gov
(410)677-6876

Intake Services Worker
Hope Eastman
hope.eastman@maryland.gov
(410)677-6903

III. Signature Page

LAA's must complete one Cover Sheet for each Sub-Grantee funded.

Jurisdiction: Worcester County

Name of Local Administering Agency (LAA): Worcester County Department of Social Services

Address: 299 Commerce Street, Snow Hill, MD 21863

Phone: 410-677-6872

Grant Type: ETHS . Amount Requested for FY2017: \$20,484.

W-9 Taxpayer Identification Number (TIN): [Click here to enter text.](#)

Authorization Signature for LAA:

Peter Buesgens

Printed Name

Signature

4/13/16

Date

Director.

Title

Phone: 410-677-6800.

Contact Email: Peter.Buesgens@maryland.gov.

Name of Sub-Grantee : The Samaritan Shelter

Address: 814 Fourth Street, Pocomoke, MD 21851

Phone: 410-957-4310

Grant Type: ETHSt . Amount Requested for FY2017: \$6,828

W-9 Taxpayer Identification Number (TIN): [Click here to enter text](#)

Authorization Signature for Sub-Grantee:**

**This point of contact should be the person, responsible for the operation of the funded program.

Shelly Daniels

Printed Name

Signature

Date

Executive Director

Title

Phone: 410-957-4310.

Contact Email: thesamaritanshelter@gmail.com.

Directions for completing the budget section of the application

Each Local Administering Agency (LAA) must include a copy of the following with this grant application:

- A most recent copy of the **990 form** for the organization
- A copy of the **LAA's FY2017 operating budget** that clearly shows all sources of federal, state, county and local funding for the homeless service program within the jurisdiction.
 - Please be sure to specify on this budget, the portion of each DHR grant that will be allocated to **Administrative costs** for the LAA and if this will be shared with your sub-grantees.
- A **Budget Funding Request sheet for the LAA**, for each grant type.
- A **Budget Funding Request sheet** for each Sub-Grantee, for each grant type. Please use the excel worksheets provided for each grant type, to ensure all math adds up correctly and is no more or less than the anticipated grant allocation.
- Each budget funding request sheet must show the following:
 - Anticipated funding allocations for FY17, (included with this application).
 - Portion of the total grant each sub-grantee will receive.
 - Use of funds by the sub-grantee according to allowable expenses outlined in the *Guide for Homeless Service Grantees*.
 - Please note: If the LAA is a direct service provider, they must fill out a Sub-Grantee budget funding request sheet as well, that projects costs for the funds received.

IV. LAA Budget Funding Request - ETHS

Jurisdiction:	Worcester County
Name of LAA:	Worcester County Department of Social Services
Anticipated Jurisdictional ETHS Grant for FY 2017:	\$20,484
Is the LAA a Direct Service Provider for this Grant? (Yes/No)	Yes
Total Number of ETHS funded Sub-Grantees in the Jurisdiction:	3

ETHS Budget Category	Approximate Annual Expenditure	% Of Total Annual Grant
Maintenance/Operations Costs:		
Emergency Shelter	\$13,656	67%
Transitional		
Day Shelter		
Inclement weather	\$1,500	7%
Vouchers/Stipends For:		
Move-out Funds (rent or security deposit)		
Eviction Prevention Stipends	\$5,328	26%
Other:		
Purchase of Motel Stays		
Administrative Costs		
Start Up/ Renovation Costs		
Case Management Costs Paid to External Provider(s)		
TOTAL:	\$20,484	100%

Will the LAA be sharing the Administrative Fee (no more than 7.5% of the total grant amount) with the Sub-Grantees? (Yes/No)

If the LAA will share the Administrative Fees with Sub-Grantees, please list that information below:

Name of Sub-Grantee	Approximate Amount of Administrative Fee (in dollars)
Worcester County Department of Social Services	0.00
Diakonia, Inc.	0.00
The Samaritan Shelter	0.00

XII. Sub-Grantee Budget Funding Request - ETHS

**LAA's must complete one of these for each Sub-Grantee funded, including an additional one for the LAA, if they are a direct service provider.

Jurisdiction:	Worcester County
Name of LAA:	Worcester County Department of Social Services
Name of Sub-Grantee:	Worcester County Department of Social Services

Anticipated Jurisdictional ETHS Grant for FY 2017:	\$20,484
Amount to be allocated to this Specific Sub-Grantee:	\$6828

ETHS Budget Category	Approximate Annual Expenditure	Projected Number of Clients to Receive Service Annually (Approximate)
Maintenance/Operations Costs:		
Emergency Shelter		
Transitional		
Day Shelter		
Inclement weather	\$1,500	50
Vouchers/Stipends For:		
Move-out Funds (rent or security deposit)		
Eviction Prevention Stipends	\$5,328	30
Other:		
Purchase of Motel Stays		
Start Up/ Renovation Costs		
Case Management Costs Paid to External Provider(s)		
TOTAL:	\$6,828	

Average bed night cost (estimated by the Sub-Grantee):	
Narrative justifying bed night cost calculation using the figures in chart above:	
Average cost per night for 1 motel stay:	

XIII. LAA Budget Funding Request - HPP

XII. Sub-Grantee Budget Funding Request - ETHS

**LAA's must complete one of these for each Sub-Grantee funded, including an additional one for the LAA, if they are a direct service provider:

Jurisdiction:	Worcester County
Name of LAA:	Worcester County Department of Social Services
Name of Sub-Grantee:	The Samaritan Shelter

Anticipated Jurisdictional ETHS Grant for FY 2017:	\$20,484
Amount to be allocated to this Specific Sub-Grantee:	\$6828

ETHS Budget Category	Approximate Annual Expenditure	Projected Number of Clients to Receive Service Annually (Approximate)
Maintenance/Operations Costs:		
Emergency Shelter	\$6,828	80
Transitional		
Day Shelter		
Inclement weather		
Vouchers/Stipends For:		
Move-out Funds (rent or security deposit)		
Eviction Prevention Stipends		
Other:		
Purchase of Motel Stays		
Start Up/ Renovation Costs		
Case Management Costs Paid to External Provider(s)		
TOTAL:	\$6,828	

Average bed night cost (estimated by the Sub-Grantee):	\$20.00
Narrative justifying bed night cost calculation using the figures in chart above:	342 bed nights X \$20.00 per bed night for a total of \$6840
Average cost per night for 1 motel stay:	\$50.00

XIII. LAA Budget Funding Request - HPP

XII. Sub-Grantee Budget Funding Request - ETHS

**LAA's must complete one of these for each Sub-Grantee funded, including an additional one for the LAA, if they are a direct service provider.

Jurisdiction:	Worcester County
Name of LAA:	Worcester County Department of Social Services
Name of Sub-Grantee:	Diakonia, Inc.

Anticipated Jurisdictional ETHS Grant for FY 2017:	\$20,484
Amount to be allocated to this Specific Sub-Grantee:	\$6828

ETHS Budget Category	Approximate Annual Expenditure	Projected Number of Clients to Receive Service Annually (Approximate)
Maintenance/Operations Costs:		
Emergency Shelter	\$6,828	80
Transitional		
Day Shelter		
Inclement weather		
Vouchers/Stipends For:		
Move-out Funds (rent or security deposit)		
Eviction Prevention Stipends		
Other:		
Purchase of Motel Stays		
Start Up/ Renovation Costs		
Case Management Costs Paid to External Provider(s)		
TOTAL:	\$6,828	

Average bed night cost (estimated by the Sub-Grantee):	\$20.00
Narrative justifying bed night cost calculation using the figures in chart above:	342 bed nights X \$20.00 per bed night for a total of \$6840
Average cost per night for 1 motel stay:	\$50.00

XIII. LAA Budget Funding Request - HPP

Jurisdiction:	Worcester County
Name of LAA:	Worcester County Department of Social Services
Anticipated Jurisdictional HPP Grant for FY 2017:	\$4,822
Is the LAA a Direct Service Provider for this Grant? (Yes/No)	Yes
Total Number of HPP funded Sub-Grantees in the Jurisdiction:	0

HPP Budget Category	Approximate Annual Expenditures	% Of Total Annual Grant
Stipends For:		
Eviction Prevention (back rent only)	\$4,822	100%
Revolving Loan Fund (Please consult with BHS)		
Salary and FICA For:		
Legal Services & Landlord Mediation		
Financial Counseling and Budgeting		
Tenant Education and Life Skills		
Other:		
TOTAL:	\$4,822	100%

XIV. Sub-Grantee Budget Funding Request - HPP

**LAA's must complete one of these for each Sub-Grantee funded, including an additional one for the LAA, if they are a direct service provider.

Jurisdiction:	Worcester County
Name of LAA:	Worcester County Department of Social Services
Name of Sub-Grantee:	Worcester County Department of Social Services

Anticipated Jurisdictional HPP Grant for FY 2017:	\$4,822
Amount to be allocated to this Specific Sub-Grantee:	\$4,822

HPP Budget Category	Approximate Annual Expenditure	Projected Number of Clients to Receive Service Annually (Approximate)
Stipends For:		
Eviction Prevention (back rent only)	\$4,822	20
Revolving Loan Fund (Please consult with BHS)		
Salary and FICA For:		
Legal Services & Landlord Mediation		
Financial Counseling and Budgeting		
Tenant Education and Life Skills		
Other:		
TOTAL:	\$4,822	

Average per-client cost (estimated by the Sub-Grantee):	\$250.00
Narrative justifying this per-client calculation using the figures in the chart above:	Because of the limited resources available to community members, the Department provides a stipend of up to \$250.00 to assist clients with remaining in housing. Affordable housing is limited and without prevention assistance, many clients would be unable to relocate to sustainable housing. Further, seasonal employment often creates a crisis situation for individuals in the community who experience changes to income during winter months.

XV. LAA Budget Funding Request - HCAP

Jurisdiction:	N/A
Name of LAA:	
Anticipated Jurisdictional HCAP Grant for FY 2017:	
Is the LAA a Direct Service Provider for this Grant? (Yes/No)	
Total Number of HCAP funded Sub-Grantees in the Jurisdiction:	

HCAP Budget Category	Approximate Annual Expenditure	% Of Total Annual Grant
Personnel Costs:		
Salary		
FICA/Benefits		
Client Related/Moving Expenses:		
First Month's Rent or Security Deposit		
Housing Application Fees		
Essential Furnishings		
Storage		
Arrearages		
Credit Check Fees		
Utility Deposits		
Other:		
Transportation to and from Housing Searches		
TOTAL:		100%

XVI. Sub-Grantee Budget Funding Request - HCAP

**LAA's must complete one of these for each Sub-Grantee funded, including an additional one for the LAA, if they are a direct service provider.

Jurisdiction:	N/A
Name of LAA:	
Name of Sub-Grantee:	

Anticipated Jurisdictional HCAP Grant for FY 2017:	
Amount to be allocated to this Specific Sub-Grantee:	

HCAP Budget Category	Approximate Annual Expenditure	Projected Number of Clients to Receive Service Annually (Approximate)
Personnel Costs:		
Salary		
FICA/Benefits		
Client Related/Moving Expenses:		
First Month's Rent or Security Deposit		
Housing Application Fees		
Essential Furnishings		
Storage		
Arrearages		
Credit Check Fees		
Utility Deposits		
Other:		
Transportation to and from Housing Searches		
TOTAL:		

Average per-client cost (estimated by the Sub-Grantee):	
Narrative justifying this per-client calculation using the figures in the chart above:	

XVII. LAA Budget Funding Request - SLHP

Jurisdiction:	
Name of LAA:	
Anticipated Jurisdictional SLHP Grant for FY 2017:	
Is the LAA a Direct Service Provider for this Grant? (Yes/No)	
Total Number of SLHP funded Sub-Grantees in the Jurisdiction:	

SLHP Budget Category	Approximate Annual Expenditure	% Of Total Annual Grant
Personnel Costs:		
Salary		
FICA/Benefits		
Other:		
Transportation costs (clients or staff)		
Administrative Costs		
TOTAL:		100%

Will the LAA be sharing the Administrative Fee (no more than 7.5% of the total grant amount) with the Sub-Grantees? (Yes/No)

If the LAA will share the Administrative Fees with Sub-Grantees, please list that information below:

Name of Sub-Grantee	Approximate Amount of Administrative Fee (in dollars)

XVIII. Sub-Grantee Budget Funding Request - SLHP

**LAA's must complete one of these for each Sub-Grantee funded, including an additional one for the LAA, if they are a direct service provider.

Jurisdiction:	
Name of LAA:	
Name of Sub-Grantee:	

Anticipated Jurisdictional SLHP Grant for FY 2017:	
Amount to be allocated to this Specific Sub-Grantee:	

SLHP Budget Category	Approximate Annual Expenditure	Projected Number of Clients to Receive Service Annually (Approximate)
Personnel Costs:		
Salary		
FICA/Benefits		
Other:		
Transportation costs for clients or staff		
TOTAL:		

Average per-client cost (estimated by the Sub-Grantee):	
Narrative justifying this per-client calculation using the figures in the chart above:	

III. Signature Page

**LAA's must complete one Cover Sheet for each Sub-Grantee funded.

Jurisdiction: [Click here to enter text](#)

Name of Local Administering Agency (LAA): [Click here to enter text](#)

Address: [Click here to enter text](#)

Phone: [Click here to enter text](#)

Grant Type: [Click here to enter text](#). Amount Requested for FY2017: [Click here to enter ext.](#)

W-9 Taxpayer Identification Number (TIN): [Click here to enter text.](#)

Authorization Signature for LAA:

[Click here to enter text](#)

Printed Name

Signature

Date

[Click here to enter text.](#)

Title

Phone: [Click here to enter text.](#)

Contact Email: [Click here to enter text.](#)

Name of Sub-Grantee : Diakonia Inc.

Address: 12747 Old Bridge Road Ocean City, MD

Phone: 410-213-0923

Grant Type: [Click here to enter text](#) Amount Requested for FY2017: \$6880

W-9 Taxpayer Identification Number (TIN): 52-1381317

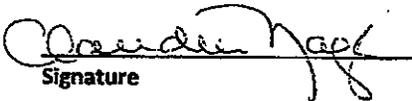
Authorization Signature for Sub-Grantee:**

**This point of contact should be the person, responsible for the operation of the funded program.

CLAUDIA NAGLE

[Click here to enter text.](#)

Printed Name



Signature

4/12/2014

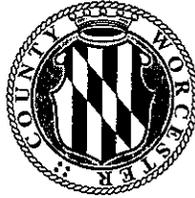
Date

[Click here to enter text.](#)

Title

Phone: [Click here to enter text.](#)

Contact Email: [Click here to enter text.](#)



4

Jeffrey A. McMahon
Fire Marshal

Matthew W. Owens
Chief Deputy Fire Marshal

OFFICE OF THE FIRE MARSHAL
Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1302
SNOW HILL, MARYLAND 21863-1249

TEL: 410-632-5666

FAX: 410-632-5664

www.wcfmo.org

MEMORANDUM

DATE: April 5, 2016

TO: Harold L. Higgins, Chief Administrative Officer

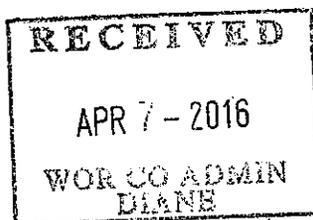
FROM: Jeff McMahon, Fire Marshal 

RE: Langmaid Road Sand Pit/Range

See prior approval of
similar event on
February 4, 2014 - p.2

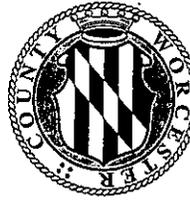
I've had a request from the FBI to hold a small explosive demonstration on Friday May 6, 2016 from 10 to 11AM at the County's Langmaid Road Borrow Pit for a law enforcement executive development seminar being held in Ocean City. My FBI contact advises the demonstration shots will be smaller than previous years and under one (1) pound of explosives.

As always, the FBI will be responsible for the course and the clean up. Please advise if the range would be available for this training.



The Commissioners met with Fire Marshal Jeff McMahon to discuss a request from the Federal Bureau of Investigation (FBI) to conduct a live demonstration at the Langmaid Road Borrow Pit in Newark during their annual two-day Basic Anti-Terrorism Training for Law Enforcement (BATTLE) conference in Ocean City from April 15-18, 2014. Mr. McMahon advised that the course will be for the region's bomb technicians and post-blast fire/explosives investigators, and the demonstration will take place on either Wednesday or Thursday. He further advised that all area property owners are to be informed of the training by the FBI prior to the actual event. Following some discussion and upon a motion by Commissioner Gulyas, the Commissioners approved the request.

5



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

RECEIVED
APR 11 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 *[Signature]*
DATE: April 6, 2016
SUBJECT: Bid Recommendation - Ocean Pines Pump Station A and F Rehabilitation Project

DIVISIONS

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

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

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

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

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

On March 28, 2016, three bids were received and opened for the rehabilitation of Pump Stations A and F in Ocean Pines. The following summary and attached bids are submitted for your review:

Company Name	Bid Price Station A	Bid Price Station F
Hopkins Construction, Inc. Bridgeville, DE	\$604,000	\$610,000
M2 Construction, Inc. Landisville, PA	\$835,000	\$849,000
Bearing Construction Co. Sudlersville, MD	\$900,000	\$907,500

Page
3
9
15
21

Bid Notice

The original bond issue from 2014 included \$400,000 for each of these stations so the low bid is more than 50% over the allotted budget. Over the past few weeks the Department has met with the design engineers and has obtained feedback from the bidding contractors on the reason for the high bids. Some of the reasons include:

- Concerns about the deep excavations associated with the project
- Lack of experience with working in a vacuum pump station in general
- High cost of some electrical components; and
- A short term surplus of available work

During our review with the design engineer, we identified a number of changes that could result in significant cost savings to this project while maintaining the quality of the end product. Obtaining the most from the identified savings would require rebidding the project, even to the point of bidding the stations separately.

Based on the information provided above, it is recommended that the County Commissioners reject the bids submitted for this work and allow the Department to

*

generate revised bidding documents. Once completed, those documents will be provided to the Commissioners and advertised for rebidding.

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

Attachments

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

BID FORM

PROJECT IDENTIFICATION: Ocean Pines Vacuum Pump Stations A & F Upgrades

CONTRACT IDENTIFICATION: Contract S020-15-02

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

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

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

Date(s)	Number(s)
<u>March 23, 2016</u>	<u>1, 2 and 2Rev</u>

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

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

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and two (202) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM PUMP STATION A

OCEAN PINES VACUUM PUMP STATIONS A & F UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	DEMOLITION AND REMOVAL	1	LS	\$29,000.00	\$29,000.00
2	EXCAVATION and HEALTH AND SAFETY PLAN	1	LS	\$2,000.00	\$2,000.00
3	VACUUM SYSTEM	1	LS	\$245,000.00	\$245,000.00
4	BUILDING RENOVATIONS	1	LS	\$21,000.00	\$21,000.00
5	SITE CIVIL	1	LS	\$15,000.00	\$15,000.00
6	SEWAGE LIFT STATION	1	LS	\$19,000.00	\$19,000.00
7	ELECTRICAL EQUIPMENT	1	LS	\$225,000.00	\$225,000.00
8	MISCELLANEOUS	1	LS	\$48,000.00	\$48,000.00
A	TOTAL BID			\$604,000.00	\$604,000.00

TOTAL BASE BID PRICE IN WORDS: Six Hundred Four Thousand Dollars.

BID FORM PUMP STATION F

OCEAN PINES VACUUM PUMP STATIONS A & F UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	DEMOLITION AND REMOVAL	1	LS	\$29,000	\$29,000
2	EXCAVATION and HEALTH AND SAFETY PLAN	1	LS	\$2,000	\$2,000
3	VACUUM SYSTEM	1	LS	\$245,000	\$245,000
4	BUILDING RENOVATIONS	1	LS	\$21,000	\$21,000
5	SITE CIVIL	1	LS	\$15,000	\$15,000
6	SEWAGE LIFT STATION	1	LS	\$19,000	\$19,000
7	ELECTRICAL EQUIPMENT	1	LS	\$225,000	\$225,000
8	MISCELLANEOUS	1	LS	\$48,000	\$48,000
9	RAIN GARDEN	1	LS	\$6,000	\$6,000
F	TOTAL BID				

TOTAL BASE BID PRICE IN WORDS: Six Hundred Ten Thousand Dollars.

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

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

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.
EA Engineering, Science, and Technology, Inc., PBC
11202 Racetrack Road, Unit 103
Ocean Pines, MD 21811
(410) 641-5341

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

SUBMITTED ON March 28, 2016.

If Bidder is:

An Individual

By n/a (SEAL)
(Individual's Name)

doing business at

Business Address: n/a

Phone Number: n/a

A Partnership

By n/a (SEAL)
(Firm Name)

n/a
(General Partner)

Business Address: n/a

Phone Number: n/a

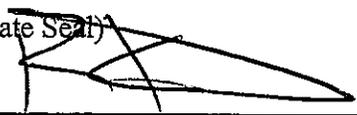
A Corporation

By HOPKINS CONSTRUCTION, INC. (SEAL)
(Corporation Name)

Delaware
(State of Incorporation)

By _____
(Name of Person Authorized to Sign) R. KELLER HOPKINS

PRESIDENT
(Title)

(Corporate Seal)
Attest  (SEAL)
(Secretary)

Business Address: 18904 MARANATHA WAY, UNIT 1
BRIDGEVILLE, DE 19933

Phone Number: (302) 337-3366

BID FORM

PROJECT IDENTIFICATION: Ocean Pines Vacuum Pump Stations A & F Upgrades

CONTRACT IDENTIFICATION: Contract S020-15-02

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

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

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

Date(s)	Number(s)
<u>3/23/16</u>	<u>#1</u>
3/23/16	#2

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

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

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and two (202) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM PUMP STATION A

OCEAN PINES VACUUM PUMP STATIONS A & F UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	DEMOLITION AND REMOVAL	1	LS	55,000.00	55,000.00
2	EXCAVATION and HEALTH AND SAFETY PLAN	1	LS	1,000.00	1,000.00
3	VACUUM SYSTEM	1	LS	360,000	360,000.00
4	BUILDING RENOVATIONS	1	LS	28,000.00	28,000.00
5	SITE CIVIL	1	LS	28,000.00	28,000.00
6	SEWAGE LIFT STATION	1	LS	43,000.00	43,000.00
7	ELECTRICAL EQUIPMENT	1	LS	268,000.00	268,000.00
8	MISCELLANEOUS	1	LS	52,000.00	52,000.00
A	TOTAL BID			835,000.00	835,000.00

TOTAL BASE BID PRICE IN WORDS: EIGHT HUNDRED THIRTY FIVE THOUSAND AND $\frac{00}{100}$ DOLLARS

BID FORM PUMP STATION F

OCEAN PINES VACUUM PUMP STATIONS A & F UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	DEMOLITION AND REMOVAL	1	LS	67,000.00	67,000.00
2	EXCAVATION and HEALTH AND SAFETY PLAN	1	LS	1,000.00	1,000.00
3	VACUUM SYSTEM	1	LS	360,000.00	360,000.00
4	BUILDING RENOVATIONS	1	LS	28,000.00	28,000.00
5	SITE CIVIL	1	LS	30,000.00	30,000.00
6	SEWAGE LIFT STATION	1	LS	50,000.00	50,000.00
7	ELECTRICAL EQUIPMENT	1	LS	268,000.00	268,000.00
8	MISCELLANEOUS	1	LS	41,000.00	41,000.00
9	RAIN GARDEN	1	LS	4,000.00	4,000.00
F	TOTAL BID			849,000.00	849,000.00

TOTAL BASE BID PRICE IN WORDS: EIGHT HUNDRED FORTY NINE
THOUSAND AND $\frac{00}{100}$ DOLLARS

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

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.
EA Engineering, Science, and Technology, Inc., PBC
11202 Racetrack Road, Unit 103
Ocean Pines, MD 21811
(410) 641-5341

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

SUBMITTED ON March 28th, 2016.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

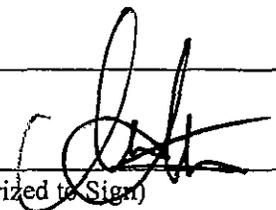
Business Address: _____

Phone Number: _____

A Corporation

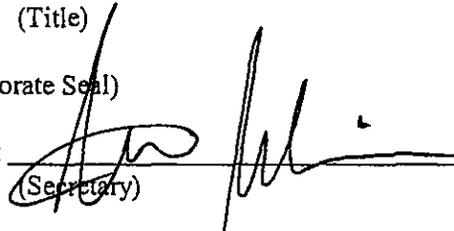
By M2 Construction LLC DBA HRI Construction LLC in MD (SEAL)
(Corporation Name)

Pennsylvania
(State of Incorporation)

By Andrew T. Mattson 
(Name of Person Authorized to Sign)

Vice President
(Title)

(Corporate Seal)

Attest  (SEAL)
(Secretary)

Business Address: 901 Stony Battery Road

Landisville PA 17538

Phone Number: 717-305-8801

Bearing

BID FORM

PROJECT IDENTIFICATION: Ocean Pines Vacuum Pump Stations A & F Upgrades

CONTRACT IDENTIFICATION: Contract S020-15-02

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

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
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3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)
3/23/16
3/23/16

Number(s)
Add #1
Add #2 + #2 Revised

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

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

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and two (202) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM PUMP STATION A

OCEAN PINES VACUUM PUMP STATIONS A & F UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	DEMOLITION AND REMOVAL	1	LS	\$ 76,000-	\$ 76,000-
2	EXCAVATION and HEALTH AND SAFETY PLAN	1	LS	\$ 46,000-	\$ 46,000-
3	VACUUM SYSTEM	1	LS	\$ 181,000-	\$ 181,000-
4	BUILDING RENOVATIONS	1	LS	\$ 10,000-	\$ 10,000-
5	SITE CIVIL	1	LS	\$ 10,000-	\$ 10,000-
6	SEWAGE LIFT STATION	1	LS	\$ 104,000-	\$ 104,000-
7	ELECTRICAL EQUIPMENT	1	LS	\$ 217,000-	\$ 217,000-
8	MISCELLANEOUS	1	LS	\$ 256,000-	\$ 256,000-
A	TOTAL BID			\$	\$909,000-

TOTAL BASE BID PRICE IN WORDS: Nine hundred thousand Dollars

BID FORM PUMP STATION F

OCEAN PINES VACUUM PUMP STATIONS A & F UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1	DEMOLITION AND REMOVAL	1	LS	\$76,000-	\$76,000-
2	EXCAVATION and HEALTH AND SAFETY PLAN	1	LS	\$46,000-	\$46,000-
3	VACUUM SYSTEM	1	LS	\$181,000-	\$181,000-
4	BUILDING RENOVATIONS	1	LS	\$10,000-	\$10,000-
5	SITE CIVIL	1	LS	\$10,000-	\$10,000-
6	SEWAGE LIFT STATION	1	LS	\$104,000-	\$104,000-
7	ELECTRICAL EQUIPMENT	1	LS	\$217,000	\$217,000-
8	MISCELLANEOUS	1	LS	\$256,000-	\$256,000-
9	RAIN GARDEN	1	LS	\$7500-	\$7,500-
F	TOTAL BID				\$907,500-

TOTAL BASE BID PRICE IN WORDS: Nine hundred seventy five thousand Dollars

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

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

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.
EA Engineering, Science, and Technology, Inc., PBC
11202 Racetrack Road, Unit 103
Ocean Pines, MD 21811
(410) 641-5341

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

SUBMITTED ON March 28, 2016

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By BEARING Construction, Inc. (SEAL)
(Corporation Name)

Delaware
(State of Incorporation)

By James R. Merrell
(Name of Person Authorized to Sign)

President
(Title)

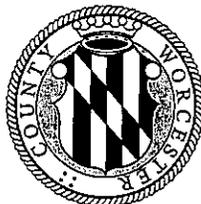
(Corporate Seal)

Attest Leslie Miller (SEAL)
(Secretary) LESLIE MILLER

Business Address: 805 Shine Smith Rd.
Sudlersville, MD 21668

Phone Number: 41055666100

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

February 17, 2016

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
JOHN E. "SONNY" BLOXOM
COUNTY ATTORNEY

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

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

FAXED
2/17/16 @ 4:26pm

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 February 25, 2016. Thanks.

NOTICE TO BIDDERS

Ocean Pines Vacuum Pump Stations A & F Upgrades Ocean Pines Service Area Worcester County, Maryland

The Worcester County Commissioners are currently accepting sealed bids for upgrades to Ocean Pines Vacuum Pump Station A located at 269 Ocean Parkway and Vacuum Pump Station F located at 43 Club House Road in the Ocean Pines (OP) Service Area for the Worcester County Department of Public Works – Water and Wastewater Division. Contract Documents, Construction Specifications and Plans are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). Interested bidders are encouraged to attend a **pre-bid conference at 10:00 AM on Thursday, March 10, 2016** at the Water and Wastewater Division Office located at the Ocean Pines Wastewater Treatment Plant, 1000 Shore Lane, Ocean Pines, MD 21811. **Sealed bids will be accepted until 1:00 PM, Monday, March 28, 2016** in the Office of the County Commissioners at 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 Enclosed - Ocean Pines Vacuum Pump Station A&F Upgrades**" in the lower left-hand corner. 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 John Ross, Deputy Director of Public Works, at 410-641-5251, Extension 112.

BIDDERS' LIST

✓ KDC
2/19/16

Ocean Pines Pump Station A and F Upgrades

Bunting & Murray Construction Corp.
RD 1, Box 140A
Selbyville DE 19975
302-436-5144
FAX: 1-302-436-1753
carrie@buntingandmurray.com

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
(410) 879-8055
(410)241-5586
ebrown@dixieconst.com

Hopkins Construction, Inc.
Rt. 3, Box 12
Bridgeville DE 19933
302-337-3366
FAX: 1-302-337-3317
www.hopcon.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
302-856-6177
Fax: 302-856-3482
mail@apcroll.com

George & Lynch, Inc.
113 W. 6th Street
New Castle DE 19720
302-328-6275
FAX: 1-302-328-8998
mmcgonigal@geolyn.com

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
(410)556-6100
Fax (410)556-6574
jim@bearingconstruction.net

Mervin L Blades & Son
1212 Unionville Rd
Pocomoke City, MD 21851
410-957-3515
tblades@bladesconstruction.com

Teal Construction, Inc.
PO Box 779 - 19903
612 Mary Street
Dover, DE 19903
302-678-9500
Fax: 302-678-9715
CR1647@TealConstruction.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
410-749-3116
FAX: 410-749-6088
bruceg@bennett-construction.com

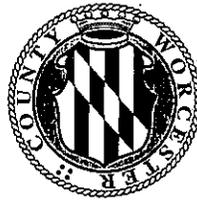
M2 Construction, Inc.
901 Stony Battery Road
Landisville, PA 17538
admin@m2constructionllc.com
(717) 305-8801
Fax - (717) 823-6977

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
Email - cfairer@a-del.com
(302) 893-3964
FAX (302) 453-9550

N/A

N/A

RECEIVED
 APR 13 2016
 Worcester County Admin



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 *JHT*
DATE: April 12, 2016
SUBJECT: Bid Recommendation – Corrugated Metal / Plastic Pipe
 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

Attached for your review are bids received and opened on Monday, April 11, 2016, for the purchase of pipe to be utilized by the Department of Public Works, Roads Division. Below is a summary of the four bids received.

Vendor	Total Bid Price
Contech Engineered Solutions, Linthicum, MD	\$16,689.34 (no HDPE pipe)
Lane Enterprises, Inc., Bealeton, VA	\$18,993.60
Tri-Supply & Equipment, Salisbury, MD	\$19,521.62
Chemung Supply Corp, Elmira, NY	\$20,126.90

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Bid Notice

Upon review by the Department of Public Works, Roads Division, it was determined that three bids received did meet the needed specifications; however, the bid from Contech Engineered Solutions did not meet specifications due to the fact that they could not supply HDPE pipe. Lane Enterprises, Inc. has been the supplier of drainage pipe for Worcester County for the past several years. Although Contech's price for metal pipe is slightly lower than Lane Enterprises (\$242.26) we have found that mixing pipe from two different vendor's results in the inability to band pipes together effectively; therefore, it is requested that the Commissioners approve and accept the lowest responsive bid of \$18,993.60 submitted by Lane Enterprises, Inc. Funding in the amount of \$25,000.00 was approved in the current FY16 operating budget in account 100.1202.6140.040.

Should you have any questions, please don't hesitate to call me.

Attachments

cc: Frank J. Adkins

Competitive Bid Worksheet

Item: Purchase of Corrugated Metal Pipe and Plastic Pipe

Bid Deadline/Opening Date: 1:00 P.M., Monday, April 11, 2016

Bids Received by deadline = 4

Vendor's Submitting Bids

Total Bid Price

Lane Enterprises, Inc.
P.O. Box 67
Bealeton, VA 22712

\$ 18,993⁶⁰

Chemung Supply Corp.
P.O. Box 527
Elmira, NY 14902

\$ 20,126⁹⁰

Contech Engineered Solutions
605 Global Way
Linthicum Heights, MD 21090

\$ 16,689³⁴ does not include plastic

Tri-Supply and Equipment
110 Columbia Road
Salisbury, MD 21801

\$ 19,521⁶²

BID FORM

"PIPE FY16"

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ 16,689.34

\$500/per shipment
less than \$5,000

Pipe and bands to be delivered within 10-15 calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: 4/8/16

Signature: 

Typed Name: JEFF VAN OSDEL

Title: SALES ENGINEER

Firm: CONTECH ENGINEERED SOLUTIONS

Address: 605 GLOBAL WAY #113
LINTHICUM, MD 21090

Phone: 410-740-8490

Bid Specifications

The Worcester County Commissioners are accepting bids on the following Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall with Bell End Plastic Pipe delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED. All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
4	12	36"	GCCMP	20'	\$ <u>33.32</u>	\$ <u>2,665.60</u>
16	16	15"	GCCMP	20'	\$ <u>8.16</u>	\$ <u>2,611.20</u>
14	16	15"	GCCMP	16'	\$ <u>8.16</u>	\$ <u>1,827.84</u>
16	16	15"	GCCMP	14'	\$ <u>8.16</u>	\$ <u>1,827.84</u>
18	16	15"	GCCMP	12'	\$ <u>8.16</u>	\$ <u>1,762.56</u>
7	16	15"	GCCMP	10'	\$ <u>8.16</u>	\$ <u>571.20</u>
10		15"	BANDS		\$ <u>12.25</u>	\$ <u>122.50</u>
16	16	12"	GCCMP	20'	\$ <u>6.80</u>	\$ <u>2176.00</u>
9	16	12"	GCCMP	16'	\$ <u>6.80</u>	\$ <u>979.20</u>
7	16	12"	GCCMP	14'	\$ <u>6.80</u>	\$ <u>666.40</u>
10	16	12"	GCCMP	12'	\$ <u>6.80</u>	\$ <u>816.00</u>
6	16	12"	GCCMP	10'	\$ <u>6.80</u>	\$ <u>408.00</u>
25		12"	BANDS		\$ <u>10.20</u>	\$ <u>255.00</u>
3	12"	HDPE Double Wall Plastic		20'	\$ <u>NO BID</u>	\$ _____
3	15"	HDPE Double Wall Plastic		20'	\$ <u>NO BID</u>	\$ _____
1	18"	HDPE Double Wall Plastic		20'	\$ <u>NO BID</u>	\$ _____
5	24"	HDPE Double Wall Plastic		20'	\$ <u>NO BID</u>	\$ _____

BID FORM

"PIPE FY16"

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ 18,993.60

Pipe and bands to be delivered within 30 calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: 4/4/16 Signature: Annette M Bliss

Typed Name: Annette M Bliss

Title: Vice President

Firm: Lane Enterprises, Inc.

Address: P.O. Box 67
6369 Schoolhouse Road
Bealeton, VA 22712

Phone: (540) 439-3201

Bid Specifications

The Worcester County Commissioners are accepting bids on the following Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall with Bell End Plastic Pipe delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED. All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
4	12	36"	GCCMP	20'	\$ <u>33.40/ft</u>	\$ <u>2,672.00</u>
16	16	15"	GCCMP	20'	\$ <u>8.50/ft</u>	\$ <u>2720.00</u>
14	16	15"	GCCMP	16'	\$ <u>8.50/ft</u>	\$ <u>1904.00</u>
16	16	15"	GCCMP	14'	\$ <u>8.50/ft</u>	\$ <u>1904.00</u>
18	16	15"	GCCMP	12'	\$ <u>8.50/ft</u>	\$ <u>1836.00</u>
7	16	15"	GCCMP	10'	\$ <u>8.50/ft</u>	\$ <u>595.00</u>
10		15"	BANDS		\$ <u>8.50 ea</u>	\$ <u>85.00</u>
16	16	12"	GCCMP	20'	\$ <u>6.80/ft</u>	\$ <u>2176.00</u>
9	16	12"	GCCMP	16'	\$ <u>6.80/ft</u>	\$ <u>979.20</u>
7	16	12"	GCCMP	14'	\$ <u>6.80/ft</u>	\$ <u>666.40</u>
10	16	12"	GCCMP	12'	\$ <u>6.80/ft</u>	\$ <u>816.00</u>
6	16	12"	GCCMP	10'	\$ <u>6.80/ft</u>	\$ <u>408.00</u>
25		12"	BANDS		\$ <u>6.80 ea</u>	\$ <u>170.00</u>
3	12"	HDPE Double Wall Plastic	20'	\$ <u>4.65/ft</u>	\$ <u>279.00</u>	
3	15"	HDPE Double Wall Plastic	20'	\$ <u>6.25/ft</u>	\$ <u>375.00</u>	
1	18"	HDPE Double Wall Plastic	20'	\$ <u>7.90/ft</u>	\$ <u>158.00</u>	
5	24"	HDPE Double Wall Plastic	20'	\$ <u>12.50/ft</u>	\$ <u>1250.00</u>	

BID FORM

"PIPE FY16"

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ 19,521.62

Pipe and bands to be delivered within 90 calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: 4/6/16 Signature: Neal G. Messick

Typed Name: NEAL G. MESSICK

Title: OWNER

Firm: TRI SUPPLY & EQUIPMENT

Address: 110 COLUMBIA ROAD
SALISBURY, MD 21801

Phone: 410-546-2900

Bid Specifications

The Worcester County Commissioners are accepting bids on the following Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall with Bell End Plastic Pipe delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED. All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
4	12	36"	GCCMP	20'	\$ <u>34.36</u>	\$ <u>2,748.80</u>
16	16	15"	GCCMP	20'	\$ <u>8.74</u>	\$ <u>2,296.80</u>
14	16	15"	GCCMP	16'	\$ <u>8.74</u>	\$ <u>1,957.76</u>
16	16	15"	GCCMP	14'	\$ <u>8.74</u>	\$ <u>1,957.76</u>
18	16	15"	GCCMP	12'	\$ <u>8.74</u>	\$ <u>1,887.84</u>
7	16	15"	GCCMP	10'	\$ <u>8.74</u>	\$ <u>611.80</u>
10		15"	BANDS		\$ <u>8.74</u>	\$ <u>87.40</u>
16	16	12"	GCCMP	20'	\$ <u>6.98</u>	\$ <u>2,233.60</u>
9	16	12"	GCCMP	16'	\$ <u>6.98</u>	\$ <u>1,005.12</u>
7	16	12"	GCCMP	14'	\$ <u>6.98</u>	\$ <u>684.04</u>
10	16	12"	GCCMP	12'	\$ <u>6.98</u>	\$ <u>837.60</u>
6	16	12"	GCCMP	10'	\$ <u>6.98</u>	\$ <u>418.80</u>
25		12"	BANDS		\$ <u>6.98</u>	\$ <u>174.50</u>
3	12"	HDPE Double Wall Plastic	20'	\$ <u>4.77</u>	\$ <u>286.20</u>	
3	15"	HDPE Double Wall Plastic	20'	\$ <u>6.42</u>	\$ <u>385.20</u>	
1	18"	HDPE Double Wall Plastic	20'	\$ <u>8.12</u>	\$ <u>162.40</u>	
5	24"	HDPE Double Wall Plastic	20'	\$ <u>12.86</u>	\$ <u>1,286.00</u>	

BID FORM

"PIPE FY16"

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ 20,126.90

Pipe and bands to be delivered within 5-7 calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: 4/7/16

Signature: 

Typed Name: Carl H. Perine

Title: Vice-President

Firm: Chemung Supply Corp

Address: PO Box 527

Elmira, NY 14902

Phone: 607-733-5506

Bid Specifications

The Worcester County Commissioners are accepting bids on the following **Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall with Bell End Plastic Pipe** delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. **NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED.** All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
4	12	36"	GCCMP	20'	\$ 36.00	\$ 2880.00
16	16	15"	GCCMP	20'	\$ 8.75	\$ 2800.00
14	16	15"	GCCMP	16'	\$ 8.75	\$ 1960.00
16	16	15"	GCCMP	14'	\$ 8.75	\$ 1960.00
18	16	15"	GCCMP	12'	\$ 8.75	\$ 1890.00
7	16	15"	GCCMP	10'	\$ 8.75	\$ 612.50
10		15"	BANDS		\$ 8.75	\$ 87.50
16	16	12"	GCCMP	20'	\$ 7.70	\$ 2464.00
9	16	12"	GCCMP	16'	\$ 7.70	\$ 1108.80
7	16	12"	GCCMP	14'	\$ 7.70	\$ 754.60
10	16	12"	GCCMP	12'	\$ 7.70	\$ 924.00
6	16	12"	GCCMP	10'	\$ 7.70	\$ 462.00
25		12"	BANDS		\$ 7.70	\$ 192.50
3	12"	HDPE Double Wall Plastic		20'	\$ 4.20	\$ 252.00
3	15"	HDPE Double Wall Plastic		20'	\$ 5.95	\$ 357.00
1	18"	HDPE Double Wall Plastic		20'	\$ 7.60	\$ 152.00
5	24"	HDPE Double Wall Plastic		20'	\$ 12.70	\$ 1270.00

GENUINE ADS IB PIPE

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



OFFICE OF THE
COUNTY COMMISSIONERS

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

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 16, 2016

FAXED
3/16/16 @ 10:20 am

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

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 March 24, 2016. Thanks.

NOTICE TO BIDDERS

Purchase of Corrugated Metal Pipe and Plastic Pipe Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of the Department of Public Works. 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, obtained online at www.co.worcester.md.us, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Monday, April 11, 2016** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Pipe Bid - Opening Date April 11, 2016**" in the lower left-hand corner. 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 Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 am to 4:30 pm.

V KSS
3/16/16

VENDOR LIST:

Lane Enterprises, Inc.
c/o Bill Winegarder
P.O. Box 67
Bealeton, VA 22712
Phone No.: 540-439-3201
Fax No.: 540-439-1042
E-Mail: bwinegarder@lane-enterprises.com

Tri Supply and Equipment
c/o Neil Messick
110 Columbia Road
Salisbury, MD 21801
Phone No.: 410-546-2900
Fax No.: 410-546-2644
Email: nmessick@trisupplyandequipment.com

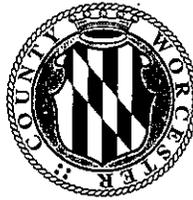
Contech Construction Products, Inc.
c/o Jeff Vanosdel
605 Global Way – Suite 113
Linthicum, MD 21090
Phone No.: 410-740-8490
Fax No.: 410-740-8492
E-Mail: jvanosdel@conteches.com

Chemung Supply Corporation
c/o Carl Perine
Post Office Box 527
Elmira, NY 14902
Phone No.: 607-733-5506
Fax No.: N/A
Email: N/A

HD Supply Water Works
c/o Mike Hurd
25414 Prime Hook Road, Suite 100
Milton, DE 19968
Phone No.: 302-684-3054
Fax No.: 302-653-4425
Email: mike.hurd@hdsupply.com

P.E. Sales
c/o Andy Cary
P.O. Box 461
Perry Hall, MD 21128
Phone No.: 410-733-0748
Fax No.: 410-256-5952
Email: amcary@pesales.com

Ferguson Waterworks
c/o Gregg C. Thomas
28596 Naylor Mill Road
Salisbury, MD 21801
Phone No.: 410-677-6793
Fax No.: 410-543-9646
Email: gregg.thomas@ferguson.com



7

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

JOHN H. TUSTIN, P.E.
DIRECTOR

MEMORANDUM

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: April 13, 2016
SUBJECT: Pennington Commons – Manklin Creek Rd/Commons Dr

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

DIVISIONS

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

RC
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

At their meeting of January 21, 2014 the County Commissioners adopted Resolution 14-2 amending the Inventory of Public Roads of Worcester County to include three Pennington Commons residential roads: Pennington Place, Emory Drive, and Commons Drive. At that time the commercial portion of Manklin Creek Road and Commons Drive was not included in the resolution. This portion of roads had not been completed and according to Rita Campbell, DRP Specialist II, with the Department of Development Review and Permitting, a monument and lot corner inspection was done only on the residential portion of Pennington Commons. The Department of Public Works – Roads Division performed inspections only on the residential road portions of Pennington Commons which was adopted in said resolution. Inspections by the Roads Division during the construction process were never completed on the commercial section of Manklin Creek Road or Commons Drive. According to the record plat of September 1, 2005 item 6 under general notes states that only the E-1 residential section was required to be built to County standards. The record plat also states that the County Commissioners are in no way required to accept such roads.

For the reasons stated above the Department of Public Works is requesting that the County Commissioners not accept the commercial portion of Manklin Creek Road or Commons Drive into County inventory. If you have any questions regarding this matter, please do not hesitate to contact me.

cc: Frank J. Adkins, Roads Superintendent
Maureen L. Howarth, County Attorney

RECEIVED
APR 13 2016
WOR CO ADMIN
DLANE

RESOLUTION NO. 14 - 2

RESOLUTION AMENDING
THE INVENTORY OF PUBLIC ROADS OF WORCESTER COUNTY, MARYLAND
TO INCLUDE PENNINGTON COMMONS RESIDENTIAL ROADS

WHEREAS, the Worcester County Commissioners have adopted an Inventory of Public Roads of Worcester County in accordance with § PW 1-202 of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, in accordance with the provisions of § PW 1-204 of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners held a public hearing on January 21, 2014 for the purpose of receiving public comment on the proposed inclusion of certain roads in the Inventory of Public Roads of Worcester County, Maryland.

NOW, THEREFORE, BE IT RESOLVED that:

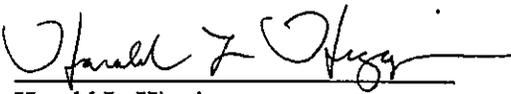
Section 1. The Inventory of Public Roads of Worcester County, Maryland shall be amended as follows pursuant to a public hearing duly held on January 21, 2014 to include the following described roads, all of which are located on the west side of Racetrack Road (Maryland Route 589), west of Ocean Pines, in the Third Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 21 as Parcels 61, 62, 93 and 144 and known as the Pennington Commons residential subdivision:

1. **Pennington Place** being approximately 0.21 mile in length; and
2. **Emory Drive** being approximately 0.15 mile in length; and
3. **Commons Drive** being approximately 0.10 mile in length.

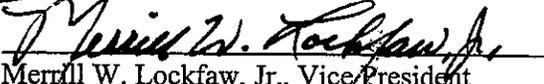
Section 2. Executed this 21st day of January, 2014 to be effective immediately.

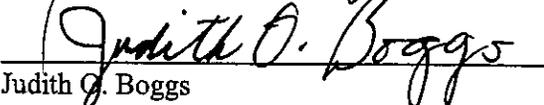
ATTEST:

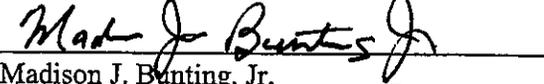
WORCESTER COUNTY COMMISSIONERS

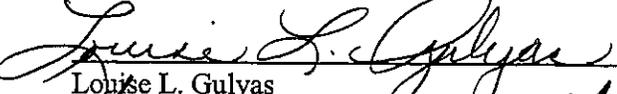

Harold L. Higgins
Chief Administrative Officer

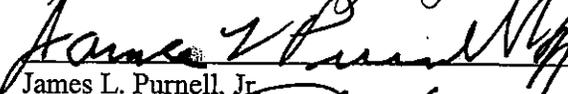

James C. Church, President


Merrill W. Lockfaw, Jr., Vice President


Judith G. Boggs


Madison J. Bunting, Jr.


Louise L. Gulyas


James L. Purnell, Jr.


Virgil L. Shockley

The Commissioners conducted a public hearing to receive public comment on the proposed inclusion into the Inventory of County Roads of the following public roads, all of which are located on the west side of Racetrack Road (Maryland Route 589), west of Ocean Pines, in the Third Tax District of Worcester County, Maryland, as shown on Worcester County Tax Map 21 as Parcels 61, 62, 93 and 144 and known as the Pennington Commons residential subdivision: Pennington Place, 0.21 mile in length; Emory Drive, 0.15 mile in length; Commons Drive, 0.10 mile in length; and Manklin Creek Road, 0.03 mile in length.

Public Works Director John Tustin advised that Manklin Creek Road was included in the notice of public hearing regarding amendments to the County Roads inventory, but work on the road is not complete. Therefore, it was not included in the proposed Resolution for acceptance at this time. County Attorney Sonny Bloxom advised that it should be considered in the public hearing process because it was advertised as such. However, the Commissioners do not have to accept it into the County Roads Inventory at this time. In response to a question by Commissioner Boggs, Mr. Tustin confirmed that all but this small portion of Manklin Creek Road on the west side of MD Rt. 589 is already a County Road and listed in the inventory.

Commissioner Church opened the floor to receive public comment.

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

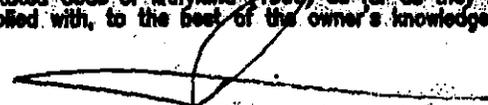
Upon a motion by Commissioner Lockfaw, the Commissioners unanimously adopted Resolution No. 14-2 amending the Inventory of Public Roads of Worcester County, Maryland to include these three Pennington Commons Residential Roads: Pennington Place, Emory Drive and Commons Drive and conceptually approved acceptance of Manklin Creek Road, once all work has been completed and the outstanding issues have been resolved to staff's satisfaction.

the Ordinance prescribed setback for the spray irrigation fields associated with a wastewater treatment facility in an E-1 Estate District, and a variance to reduce to 100 feet fully vegetated buffer (a 150 foot reduction) pursuant to Sections ZS 1-116(c), ZS 1-202(c)(19) and ZS 1-318, located at the west side intersection of MD Route 589 (Racetrack Road) and Manklin Creek Road, Tax Map 21, Parcels 61, 62 and 144, in the Third Tax District of Worcester County, Maryland. Date of Approval: January 9, 2003.

OWNER'S CERTIFICATION

The following streets, roads, widening strips, amenities and improvements...PENNINGTON PLACE, EMORY DRIVE, COMMONS DRIVE, and MANKLIN CREEK ROAD, are hereby offered for dedication to the County Commissioners for Worcester County. Acceptance for such offer may take place at any time by appropriate act of the County Commissioners. The County Commissioners are in no way required to accept such offer. the offer may not be withdrawn without the consent of the County Commissioners.

The subdivision of land as shown on the plat is with free consent and in accordance with the desires of the owners, proprietors, and trustees, if any, thereof. The requirements of Section 3-106 of the Real Property Article of Annotated Code of Maryland (1996) as far as they relate to the making of this plat and the setting of markers have been complied with, to the best of the owner's knowledge.


Pennington Limited Partnership (Power of Attorney)
by: Mark S. Cropper, Esquire

2/22/05
Date

GENERAL NOTES

WATER SYSTEM:

- a. PUBLIC WATER SYSTEM, PROVIDED BY OCEAN PINES SERVICE DISTRICT
- b. WATER MAINS, HYDRANTS AND APPURTENANCES WILL BE DEDICATED TO WORCESTER COUNTY
- c. CONSTRUCTION PER WORCESTER COUNTY STANDARDS

WASTEWATER SYSTEM:

- a. PUBLIC SANITARY SEWER, PROVIDED BY OCEAN PINES SERVICE DISTRICT
- b. COLLECTION SYSTEM, PIPES, FORCEMAIN, PUMPSTATION AND APPURTENANCES WILL BE DEDICATED TO WORCESTER COUNTY
- c. CONSTRUCTION PER WORCESTER COUNTY REQUIREMENTS

FIRE PROTECTION:

- a. COMMERCIAL BUILDINGS WILL BE SPRINKLERED AND/OR USE FIRE WALLS TO MEET FIRE CODE
- b. EMERGENCY SERVICES BY WORCESTER COUNTY EMERGENCY SERVICES
- c. FIRE HYDRANTS SPACED PER WORCESTER COUNTY REQUIREMENTS

4. ALL RESIDENTIAL LOTS ARE DENIED DIRECT VEHICULAR ACCESS TO MARYLAND ROUTE 589 (RACE TRACK ROAD). ACCESS MUST BE VIA INTERNAL SUBDIVISION STREETS

5. ALL EXISTING STRUCTURES HAVE BEEN DEMOLISHED AND REMOVED. PREVIOUSLY EXISTING SEPTIC STRUCTURES AND WELLS HAVE BEEN LOCATED, REMOVED, BACKFILLED AND ABANDONED PER COUNTY REQUIREMENTS PRIOR TO BUILDING DEMOLITION

6. PROPOSED ROADS WITHIN THE E-1 ZONE ARE PUBLIC AND SHALL BE CONSTRUCTED ACCORDING TO WORCESTER COUNTY STANDARDS

7. OPEN SPACE AREAS SO DESIGNATED ARE WITHIN THE E-1 ZONE AND DEVOTED TO THE SINGLE FAMILY CLUSTER HOUSING PORTION OF THE PROJECT

8. THIS SITE IS SUBJECT TO THE WORCESTER COUNTY FOREST CONSERVATION LAW. THIS SITE IS SUBJECT TO FOREST CONSERVATION PLAN NO. 02-25. ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY FOREST CONSERVATION LAW. A FOREST CONSERVATION PLAN HAS BEEN APPROVED AND IS ON FILE WITH THE DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING. A SHORT-TERM MANAGEMENT AGREEMENT (REF 4290/352) AND A PERPETUAL PROTECTIVE AGREEMENT - DEED OF FOREST CONSERVATION EASEMENT (REF 4290/359), HAS BEEN RECORDED IN THE LAND RECORDS OF WORCESTER COUNTY, MARYLAND.

9. SURVEYOR OF RECORD FOR THE PERIMETER BOUNDARY, EXCLUDING RIGHT-OF-WAY LINE OF MARYLAND ROUTE 589, IS DAVIS BOWEN AND FRIEDEL, INC., ONE PLAZA EAST, SALISBURY, MARYLAND 21801, 410-543-9091

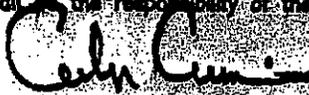
10. SURVEYOR OF RECORD FOR THE INTERNAL LOTS, RIGHT-OF-WAY LINES OF MARYLAND ROUTE 589 AND SETTING OF MARKERS, IS ESP DESIGN SERVICES, INC., 803 NORTH SALISBURY BLVD., SUITE 2300, SALISBURY, MARYLAND 21801, 410-572-8833

WORCESTER COUNTY PLANNING AND ZONING COMMISSION

The grant of a permit or approval of this subdivision shall not constitute a representation, guarantee or warranty of any kind by Worcester County or by any official or employee thereof of the practicability, buildability, or safety of any proposed use, and shall create no liability upon the County, its officials or employees.

Any approval by the Department of the Environment of any sewer or water system or suitability thereof is based upon State and County standards existing as of the date of approval. Such standards are subject to change and a building permit may be denied in the future, in the event current standards cannot be met as of the date of application for such permit. The approval shown hereon is not sufficient approval for a building permit.

Worcester County does not guarantee the development or construction of any amenities shown on this plat. All such amenities shall be the responsibility of the owner and developer of this subdivision.



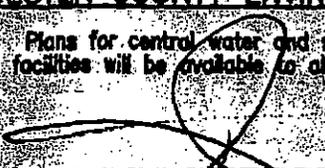
Worcester County Planning Commission

Date

8/4/05

WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

Plans for central water and sewerage systems have been approved by the Department of the Environment and said facilities will be available to all lots offered for sale.



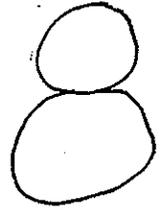
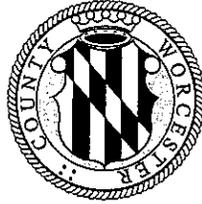
Pennington Limited Power of Attorney
by: Mark S. Cropper, Esquire

Date

7/22/05



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



COMMISSIONERS
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OFFICE OF THE
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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: Harold Higgins, Chief Administrative Officer
From: Maureen Howarth, County Attorney MH
Re: VanVonno Memorandum of Understanding.
Date: April 12, 2016



On February 19, 2015, the County Commissioners approved the relocation of 6 injection wells on the VanVonno's property located at Tax Map 27, Parcel 691, Lot 440A. The relocation was to be at no cost to the County and staff was directed to draft a Memorandum of Understanding with the VanVonnos whereby the County agreed to coordinate the work at the VanVonno's sole cost. Attached is the Memorandum of Understanding negotiated between the VanVonno's attorney and the County Attorney's Office. Public Works' administration has reviewed and approved the MOU. I would request that the County Commissioners review and approve the MOU.

The Commissioners met with Mr. Tustin to continue discussion of the requested relocation of the Mystic Harbour wastewater injection wells from the VanVonno property to the Mystic Harbour Wastewater Treatment Plant (WWTP) property. The Commissioners previously discussed the situation at their February 3, 2015 meeting, at which time they agreed to await a recommendation from the Water and Sewer Committee before considering options for relocating the wells in question. Mr. Tustin stated that the committee discussed the option of relocating the six wells next to the VanVonno property home than all 18 wells located on their property, which would reduce the cost from an estimated \$260,000 to just \$27,000 for well relocation and abandonment, \$3,000 to update the site survey and mapping, an estimated cost of \$2,000 for piping, and another \$3,000 in contingency to account for possible fluctuations in piping costs for a total project cost of approximately \$35,000. He stated that this alternative was favorable to relocating all 18 wells because it is significantly less costly and requires less effort from a regulatory standpoint, which according to the Maryland Department of the Environment (MDE) would require the County to provide justification of replacement capacity, and not a detailed study. He stated that justification could be cited in a letter justifying the elimination of the six injection wells, with the related capacity recovered by drilling new wells within the current disposal area west of the VanVonno property and providing historical data that shows the County could recover at least the same capacity. Commissioner Bunting stated that, because Hugh Cropper, attorney for the VanVonnos, stated previously that his clients would agreed to pay the cost to relocate the wells at no cost to the County, this option was by far the most economical for them.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners voted 6-1, with Commissioner Church voting in opposition, to approve the relocation of these six wells as proposed at no cost to the County and directed staff to draft a Memorandum of Understanding (MOU) between the County and the VanVonnos whereby the County will agree to coordinate the work subject to reimbursement by the VanVonnos.

Commissioner Church stated that he voted in opposition to the motion because he felt that the County, rather than the VanVonnos, should pay to replace the wells.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this _____ day of April 2016, by and between **K. TIMOTHY VANVONNO and CATHERINE J. VANVONNO**, his wife, having an address of 2006 Pony Island Lane, Berlin, Maryland 21811 (collectively hereinafter the "VanVonnos") and the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, in their capacity as the governing body of the **MYSTIC HARBOUR SANITARY SERVICE AREA** (hereinafter "Mystic").

INTRODUCTION

The VanVonnos are owners of that certain property known as Worcester County Tax Map 27, Parcel 691, Lot 440A, being 30.46 acres of land, more or less, located in the Tenth Tax District, and lying just east of the Mystic Harbour Subdivision in West Ocean City, Worcester County, Maryland (hereinafter the "VanVonno Property"). The VanVonno Property is improved by a single family residence, with accessories and appurtenances, among other things. In addition to an expanse of tidal wetlands, the VanVonno Property consists of a northerly island, a central island (which is the location of the VanVonno single family residence), and a southerly island.

Mystic owns and operates the Mystic Harbour Wastewater Treatment Facility (hereinafter the "Facility"), and a portion of the treated effluent from the Facility is discharged through a series of shallow groundwater recharge wells located on the three (3) islands in the tidal marsh.

At this time, there are six (6) existing recharge wells on the central island. There are also monitoring wells, a storage tank, and other infrastructure on the central island.

Mystic recently modernized the Facility, and is currently exploring back-up disposal methods, some of which have been installed, and others are proposed.

The VanVonnos have agreed, at their expense, to relocate the six (6) injection wells from the central island to an area in the vicinity of the Facility. It is anticipated that the new injection wells will function better at this location, and the maintenance of these wells will be easier, inasmuch as they will be located near the Facility site. The VanVonnos have agreed to contract directly for this work, with the cooperation and support of Mystic.

JW Salm Engineering, Inc. prepared a letter to Mr. John Ross, P.E., Deputy Director of Public Works for Worcester County, dated September 9, 2015,

together with specifications for the injection well relocation, and a copy of that report is attached hereto as Exhibit A, and incorporated herein by reference, in its entirety.

Once the injection wells are installed, in accordance with the Salm plans and specifications, and accepting 30,000 gallons per day of treated effluent from the Facility, Mystic shall terminate and extinguish its easement over the central island; provided, however, that Mystic shall retain such rights of way as are necessary to provide ingress and egress to its injection wells and infrastructure on the northerly island, and the southerly island, as may be applicable. Such access right of way, to the extent practicable, shall align with the existing roads, and shall be situated to reduce impact to the VanVonnos's single family residence.

Although there is no binding commitment, the parties have discussed the future possibility of relocating all of the remaining injection wells to a more serviceable location in closer proximity to the Facility.

The parties are desirous of memorializing their agreements and understandings with respect to such matters.

WITNESSETH: NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing Introduction is hereby incorporated by reference in its entirety.
2. The September 9, 2015 correspondence from JW Salm Engineering, Inc. to Mr. John Ross, P.E., Deputy Director of Public Works for Worcester County, together with the attached specifications, is hereby incorporated by reference, as if set forth herein in its entirety.
3. The VanVonnos shall, at their expense, remove the six (6) wells on the central island and construct six (6) new shallow groundwater recharge wells in the area designated by the Salm Report dated September 9, 2015, adjacent to the Facility. The VanVonnos shall contract directly with such necessary contractors and subcontractors. Mystic shall cooperate with the VanVonnos in such removal and construction. The VanVonnos shall be responsible for all costs related to this project to include, but not be limited to, obtaining and paying for all necessary approvals and permits, the removal of the discontinued wells, and the construction of the new wells.
4. Once the new injection wells are installed, in accordance with the

plans and are functioning, as required to the 30,000 gallon per day disposal ability, Mystic will terminate/extinguish its easement over the central island; provided, however, that Mystic will retain such rights as are necessary to provide access to the injection wells and infrastructure on the northerly island, and southerly island.

5. Once the new injection wells are installed, in accordance with the plans and are functioning, Mystic shall have a period of sixty (60) days to determine if the new injection wells are capable of accepting the 30,000 gallon per day disposal ability, as described in the previous paragraph. In the event that the new injection wells fail to accept the 30,000 gallon per day disposal ability, the VanVonnos shall, at their expense, have the right to repair and to modify the new injection wells and/or drill new injection wells (new wells will be subject to all necessary Mystic and State approvals), to achieve the disposal ability, so that the easement will be terminated/extinguished as to the central island, in accordance with the previous paragraph. If said opportunity to repair is not exercised by the VanVonnos, Mystic has no obligation to make repairs on these wells.

6. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives and assigns. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Maryland. The terms and provisions herein contained constitute the entire agreement between the parties relating to the property and all other prior stipulations and agreements had between the parties are merged herein.

AS WITNESS, the hands and seals of the parties hereto, as of the day and year first above written.

WITNESS

K. TIMOTHY VANVONNO (SEAL)

WITNESS

CATHERINE J. VANVONNO (SEAL)

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

HAROLD HIGGINS, CAO

BY: _____ (SEAL)
MADISON J. BUNTING, PRESIDENT

VANVONNO-COUNTY-MOU (4/01/16)

J. W. SALM ENGINEERING, INC.

P.O. Box 397
9842 Main Street, Suite 3
Berlin, MD 21811 e-mail:

phone: 410.641.0126
fax: 410.641.0128
comments@jwse.com

Exhibit
A

September 9, 2015

Mr. John Ross, P.E.
Worcester County
Department of Public Works
1000 Shore Lane
Berlin, MD 21811

Re: Alternative Disposal for Central Island Recharge Wells, Mystic Harbor Wastewater Treatment Facilities, West Ocean City, Worcester County, Maryland

Dear Mr. Ross:

As you are aware, the Vanvanno's have contracted with J.W. Salm Engineering, Inc. (*JWSE*) to design replacement disposal facilities for the existing recharge wells which are located nearby to their single-family home at 2006 Pony Island Lane on the Central Island at the Mystic Harbor Development. *JWSE* has prepared this Letter Report to accompany our project design packet, being provided under separate cover.

1.0 Background

Since the mid-1980s, the Mystic Harbor Wastewater Treatment facilities have relied primarily on shallow groundwater recharge wells for disposal of treated effluent. With the recent plant modernization, alternative back-up disposal methods have either been installed or proposed. These methods include an existing dedicated pipeline to the West Ocean City sewer system, along with a proposed future spray irrigation disposal system at the nearby Eagles Landing Golf Course. In any event, the primary disposal mechanism is and will continue to be the existing recharge well network.

The shallow sub-surface system in the vicinity of the Mystic Harbor Wastewater Treatment Facilities has been studied extensively; most recently with respect to disposal at the treatment plant property (References Nos. 2 through 8). Much, if not all, of this work has been previously submitted to your office and to the Maryland Department of the Environment. The work effort effectively builds the case that the disposal of a significant amount of treated effluent is feasible at the treatment plant site. This Report will not repeat the exhaustive discussions and analysis that have already been presented.

At this time, the existing recharge wells on the Central Island are seldom used, partially because they are nearing the end of their useful life. It is believed that, rather than simply replacing these wells on the Central Island, a better solution would be to install new wells at the treatment plant site. This was discussed extensively in the recent 2012 County Study (Reference 1).

2.0 Concept Design

The Central Island contains six active recharge wells, each nominally rated for 10,000 gpd of disposal capacity. As previously mentioned, these wells are not being used regularly. For the purposes of our design, *JWSE* will be replacing the existing six wells at the treatment plant site with six new equivalent capacity wells. The six existing wells on the Central Island will then be properly abandoned in place by a licensed well driller.

The layout of the new wells is in a hydrogeologically favorable location on the treatment plant property. This is shown on Sheets No. 1 or 2 of our design drawings. The well layout is within the test area identified by the geologist in July 2002, as part of the County's study of these facilities. The wells are also in the immediate vicinity of the emergency infiltration basin, that was a long-time feature of these facilities. The emergency infiltration basin, though seldom used, was rated for over 60,000 gpd of flow, based upon actual historic field testing.

The layout of the recharge wells will allow for convenient installation and for future maintenance activities. Effluent will be supplied by the existing storage tank and controlled by a float valve in a manhole. This proposed system is identical to that of the existing recharge wells. The well construction, also will be identical to that of the existing recharge wells. The complete layout and all details of this system are included in *JWSE's* design drawings.

3.0 Summary

In conclusion, it is feasible to replace the island injection wells with injection wells at the WWTP site. *JWSE* has presented the design for these facilities and would appreciate your review of the design, along with any comments you may have.

4.0 References

1. J.W. Salm Engineering, Inc., June 2012, Mystic Harbor Injection Wells Relocation Study.
2. Letter from J.W. Salm Engineering, Inc. to John Ross, P.E., June 2010, Additional Disposal Facilities for the Mystic Harbor Wastewater Treatment Facility, West Ocean City, Worcester County, Maryland
2. J.W. Salm Engineering, Inc., August 2002, Expansion of Mystic Harbour Water and Wastewater Facilities – Engineering and Hydrogeologic Study Phase II
3. Mid-Atlantic Geosciences, LLC, July 2002, Hydrogeologic Evaluation for Additional Wastewater Discharge Capacity at Mystic Harbour
4. Mid-Atlantic Geosciences, LLC, November 2001, Mystic Harbor Facilities, Worcester County, MD, letter
5. J.W. Salm Engineering, Inc., December 2001, Expansion of Mystic Harbour Water and Wastewater Facilities – Engineering and Hydrogeologic Study Phase I

6. Mid-Atlantic Geosciences, LLC, August 2001, Feasibility Evaluation for Additional Wastewater Discharge Capacity at Mystic Harbour

7. J.W. Salm Engineering, Inc., October 1999, Results of Well Test Letter to Maryland Department of the Environment

8. United States Department of the Interior, 1973, Water Resources of the Delmarva Peninsula, Geological Survey Professional Paper 822

9. United States Department of Agriculture, Natural Resources Conservation Services, 2004, Soil Survey of Worcester County, Maryland

Very truly yours,

J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Cc: Tim Vanvanno
Hugh T. Cropper, IV, esq.

RECHARGE WELL SPECIFICATIONS

Part 1 - General

1.01 Scope

This Section describes the equipment, materials and the nature of the work required to complete six (6), shallow test wells, each 6-inch diameter. The test wells shall be located as shown on the Drawings and shall be converted to recharge wells after installation and acceptance. The County, Engineer and other Owner agents shall have the opportunity to observe all work performed. The contractor shall coordinate the drilling, well installation and development activities with the County, Engineer.

1.02 Personnel and Drilling Equipment

The contractor shall supply capable and experienced personnel and suitable direct-circulation rotary drilling equipment to perform this work. Adequate outside storage area shall be available on-site for drilling equipment and materials. Safety shall be the sole responsibility of the contractor.

1.03 Permits

The contractor shall apply for and acquire permits from authorized agencies, as required. No field operation shall begin until these approvals have been obtained. The contractor shall be responsible for submitting all required applications for the test wells along with copies of permits for converting the test wells to recharge wells. Copies of all permit applications and all permits shall be provided to the Engineer.

1.04 Mobilization and Demobilization

The contractor shall be responsible for moving all materials and equipment associated with constructing and developing the wells. The contractor shall also be responsible for cleaning up trash and other debris, deposited as a result of construction and development activities, from the site upon completion of the work.

1.05 Submittals

A. Product Data

Provide product data for all items furnished under this section.

JWSE

B. Certification

Provide certifications for all items furnished under this section.

Part 2 - Materials

2.01 Drilling Fluid

The choice of the drilling fluid and its properties and control shall be the complete responsibility of the drilling contractor. The formation in which the wells are to be completed is known to heave; therefore, careful control of the drilling fluid will be required for successful completion of the wells. In addition, native water in the completion zone may be brackish. Water used for mixing drilling fluid shall be clean and free from deleterious materials. Quantities of potable water shall be made available in the vicinity of the work. All hauling of water provided by the County shall be by the contractor.

2.02 Well Casing

- A. All well casings shall be new and shall be manufactured of Schedule 40 PVC.
- B. The casing sections shall have flush threaded and coupled joints. Solvent weld connections shall not be permitted except where indicated on the Drawings.
- C. The casing shall have a nominal diameter of 6 inches.
- D. Total casing length is anticipated to be vary between 10 and 20 feet, with an additional two feet of stickup above land surface. The final length and placement of the casing shall be approved by the Engineer following inspection of the formation samples and gamma logging of the borehole (gamma logs shall be performed by the Well Drilling Contractor).
- E. A threaded cap or threaded plug shall be provided for the top of each well casing until the gooseneck vent is installed.

2.03 Well Screen

- A. All well screens shall be new. They shall be of PVC, Vee-Wire, 0.020 - inch slot size, with an open area of 25 square inches per linear foot, manufactured by Johnson Screens (TM), or approved equal.

JWSE

- B. The screen sections shall have flush threaded and coupled joints. Solvent weld connections shall not be permitted except where indicated on the Drawings.
- C. The screens shall have a nominal diameter of 6 inches as required to match the casing diameter.
- D. Total screen length for each well shall be 10 feet.
- E. A threaded plug shall be provided for the bottom of each well screen.

2.04 Filter Pack Material

- A. The filter pack material shall be a commercial well gravel consisting of clean, well-rounded grains that are smooth and uniform. The material shall be mostly siliceous with not more than 5 percent calcareous material by weight. The well gravel shall be delivered to the site in bags and shall be stored on site so that it remains clean.
- B. The effective size of the filter pack material shall be 0.025 inch and the uniformity coefficient shall be 1.52 or less. A Morrie No. 0 well gravel is acceptable.

2.05 Bentonite Seal

The bentonite seal to be placed above the filter pack material shall consist of Baroid 3/4-inch bentonite Hole Plug, or equal.

2.06 Grout

Benseal (Baroid) high-solids bentonite-clay grout, shall be used to seal the annular space between the borehole wall and the well casing. The water used for mixing the grout shall be clean and free from all deleterious materials.

2.07 Pressure Collars

Pressure collars shall be constructed of standard carbon steel pipe of the diameter and schedule indicated, welded to steel plates of the thickness and size indicated on the Drawings.

Part 3 - Execution

3.01 Sampling

- A. Grab samples shall be collected every five feet, to the depth specified by the Engineer. Anticipated total sampling depth is between 20 and 30 feet.
- B. The contractor shall provide new, clean glass sample containers for preserving representative portions of the grab samples.

3.02 Well Construction

- A. The contractor shall drill the wells at the exact locations designated. The contractor shall install the materials previously described so that the finished well conforms to the specifications and to any applicable standards established by local, state or federal regulatory agencies. Only portable, self-contained mud pits shall be used.
- B. Borehole diameter shall be sufficient to provide a minimum 3-inch wide annular space between the borehole wall and the well casing.
- C. The contractor shall dispose of drilling fluid, cuttings, and discharge water in a manner that is consistent with all applicable local, state and federal environmental regulations.
- D. **Setting the Screen and Casing**

The screen and casing assembly shall be joined properly and lowered into the well. The assembly shall be supported so that the screen bottom is slightly above the bottom of the hole to insure that the entire assembly is under tension during placement of the filter pack. The screen and casing assembly shall be properly centered in the borehole.

3.03 Filter Packing

- A. The filter pack shall be introduced slowly, uniformly and continuously to minimize or eliminate hydraulic segregation and bridging. Clean water may be mixed with the filter pack to facilitate placement.
- B. The Engineer may require that the annular space be flushed with clean water prior to introducing the filter pack material.

JWSE

C. The contractor shall periodically check the filter pack level to determine if bridging has occurred and to ensure that the filter pack level does not exceed the level specified. A minimum filter pack level of two feet above the top of screen shall be met.

D. Filter pack placement shall be performed in the presence of the Engineer.

3.04 Bentonite Plug

A. The bentonite hole plug shall be introduced slowly, uniformly and continuously to prevent bridging.

B. The Engineer may require that the annular space be flushed with clean water prior to introducing the bentonite.

C. The contractor shall verify the thickness of the bentonite seal, in the presence of the Engineer, prior to grouting. A minimum one-foot-thick bentonite plug shall be constructed above the filter pack.

3.05 Grouting

A. Prior to grouting, the Engineer may require flushing of the annular space with clean water.

B. Grouting shall be completed in the presence of the Engineer or other Owner agents.

C. Grouting shall be carried out in one continuous operation, using the tremie pipe method, filling the annular space between the drilled hole and the casing from the top of the bentonite plug to the land surface. The grout returning to the surface shall be wasted until the Engineer determines that the grouting is satisfactory.

3.06 Installation of Pressure Collars

Pressure collars shall be installed by open excavation, in the presence of the Engineer, prior to the drilling of the wells.

3.07 Well Development

The contractor shall develop the wells by high pressure jetting with simultaneous over pumping, so as to remove all the drilling fluid and cuttings from the inside of the well. Development will proceed until satisfactory results have been achieved. The Engineer shall be the sole determinant of satisfactory development.

JWSE

3.08 Capping the Wells

During well construction and completion, the contractor shall use all reasonable measures to prevent the entrance of foreign matter into the wells. The contractor shall be responsible for any objectionable material that may fall into the wells and any effect it may have on water quality or well performance until completion and acceptance of the work by the County. Removal of any such material shall be the sole responsibility of the contractor at no additional cost to the Owner.

3.09 Abandoned Wells

Should any well fail to conform to these specifications and the contractor is unable to correct the condition, then the well shall be abandoned by the contractor in accordance with State regulations, and the contractor shall immediately start and complete a new well at a nearby location designated by the consultant at no additional cost to the Owner.

3.10 Records

A copy of each State drilling permit and State well completion record shall be given to the County and the Engineer.

*******END OF SECTION*******

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



9

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

April 13, 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 (8) which have members who have resigned or whose terms have expired or are about to expire and either need to be reappointed or replaced (12 total). They are as follows: Drug & Alcohol Abuse Council (1), Housing Review Board (1), Local Management Board/Initiative to Preserve Families (1), Local Development Council for Ocean Downs Video Lottery Facility (2), Lower Shore Workforce Investment Board (1), Social Services Board (3), Water and Sewer Advisory Council - Ocean Pines (1), and Commission for Women (2). I have circled the members whose terms have expired or are about to expire on each of these boards.

Since your last meeting, we received notice of the resignation of Dawn Hodge, an At-Large member from Ocean City on the Commission for Women. At Large appointments may be filled by any County Commissioner and may be nominated by the Commissioners or any women's organization in the County. At the present time, we have not received any nominations to fill this vacancy, but I understand that the Commission for Women is asking around to see if any individuals are interested in this seat.

With the exception of the upcoming vacancies on the Social Services Board which will occur on June 30, 2016, the remaining Boards and Commissions specify that current members' terms expired on December 31, 2015 or earlier. Current members will continue to serve beyond their term until a replacement is named. Please consider these new appointments as soon as possible so I can notify the board members and staff contacts as soon as possible to restore full appointed membership on each of these boards.

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. 7 - Local Development Council for Ocean Downs Casino (Ron Taylor) - 4-year
p. 17 - Commission for Women (Laura McDermott - resigned-replace - for remainder of term through 2016) - 3-year

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

District 3 - Church p. 11 - Social Services Board (Wes McCabe) - 3-year - from June 30, 2016

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"

District 6 - Bunting All District Appointments received. Thank You!
Please consider nominations for At-Large positions listed below - "All Commissioners"

District 7 - Mitrecic p. 5 - Housing Review Board (Ruth Waters) - 3-year
p. 7 - Local Development Council for Ocean Downs Casino (Todd Ferrante) - 4-year
p. 11 - Social Services Board (Nancy Howard) - 3-year - from June 30, 2016

All Commissioners

p. 6 - (1) Local Management Board - Initiative to Preserve Families (Mark Frostrom) - 3-year
p. 8 - (1) Lower Shore Workforce Investment Board (Replace Craig Davis - remainder of term through September 30, 2017 - Business Representatives) - 4-year
p. 9 - 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. 11 - (1) Social Services Board (Judy Stinebiser) - 3-year - from June 30, 2016
p. 16 - (1) Water and Sewer Advisory Council - Ocean Pines (Gail Blazer) - 4-year
p. 17 - (1) Commission for Women (Dawn Hodge - At-Large - resides in Ocean City) - remainder of 3-year term expiring on December 31, 2016

All Commissioners - (Awaiting Nominations)

p. 3 - (1) Drug and Alcohol Abuse Council (Marty Pusey - Substance Abuse Prevention Provider)
- Awaiting nomination of Marty Pusey's replacement by Health Officer Debbie Goeller

DRUG AND ALCOHOL ABUSE COUNCIL

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

Staff Contact: David Baker, Council Secretary, Health Department (410-632-1100, ext. 1106)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Marty Pusey	Substance Abuse Prevention Provider	04-11, 11-15
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12, 12-16
Karen Johnson	Knowledgeable on Substance Abuse Issues	*14-16
Colleen Wareing	Knowledge of Substance Abuse Treatment	*06-09-13, 13-17
Rev. Bill Sterling	Knowledge of Substance Abuse Issues	13-17
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14, 14-18
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14, 14-18
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19

*Retired - replace
Debbie Goeller to
propose*

Ex-Officio Members

Debbie Goeller	Health Officer	Ex-Officio, Indefinite
Peter Buesgens (Roberta Baldwin)	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Beau Oglesby	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Reggie Mason (Doug Dods)	County Sheriff	Ex-Officio, Indefinite
Bob Rothermel (Aaron Dale)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Thomas Groton (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Garry Mumford	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering

Advisory Members

Sharon Smith	Stephen Decatur H.S. - SADD Advisor	Since 2004
Lt. Earl W. Starner	Maryland State Police	Since 2004
Jennifer Standish	Recreation & Parks Department	
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
(Vacant)	Student Rep - Stephen Decatur HS - appointed by Principal	
(Vacant)	Student Rep - Snow Hill HS - appointed by Principal	
(Vacant)	Student Rep - Pocomoke HS - appointed by Principal	
(Vacant)	Student Rep - Worcester Preparatory - appointed by Principal	

Prior Members:

Vince Gisriel
Michael McDermott
Marion Butler, Jr.
Judge Richard Bloxom
Paula Erdie
Tom Cetola
Gary James (04-08)
Vickie Wrenn
Deborah Winder
Garry Mumford
Judge Theodore Eschenburg
Andrea Hamilton
Fannie Birkhead
Sharon DeMar Reilly
Lisa Gebhardt
Jenna Miller
Dick Stegmaier
Paul Ford
Megan Griffiths
Ed Barber
Eloise Henry-Gordy
Lt. Lee Brumley
Ptl. Noal Waters
Ptl. Vicki Fisher
Chief John Groncki
Chief Arnold Downing
Frank Pappas
Captain William Harden
Linda Busick (06-10)
Sheriff Chuck Martin
Joel Todd
Diane Anderson (07-10)
Joyce Baum (04-10)
James Yost (08-10)
Ira "Buck" Shockley (04-13)
Teresa Fields (08-13)
Frederick Grant (04-13)
Doris Moxley (04-14)
Commissioner Merrill Lockfaw
Kelly Green (08-14)
Sheila Warner - Juvenile Services

Since 2004

Chief Bernadette DiPino - OCPD
Chief Kirk Daugherty - SHPD
Mike Shamburek - Hudson Health
Shirleen Church - BOE
Tracy Tilghman (14-15)

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.
Review Housing Assistance Programs.

Number/Term: 7/3 year terms
Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Ruth Waters	D-7, Gulyas	Berlin	12-15
C. D. Hall	D-1, Lockfaw	Pocomoke	10-13, 13-16
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13, 13-16
John Glorioso	D-3, Church	Ocean Pines	*06-11-14, 14-17
Scott Tingle	D-4, Elder	Snow Hill	14-17
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14, 14-17
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15, 15-18

Prior Members:

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

* = Appointed to fill an unexpired term

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

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

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

Appointed by: County Commissioners

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

Compensation: \$50 Per Meeting for Private Sector Members

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

Meetings: Monthly

Staff Contact: Jessica Sexauer, Acting Director, Local Management Board - (410) 632-3648
 Jennifer LaMade - Local Management Board - (410) 632-3648
 Pete Buesgens, Chair - (410) 677-6807; Eloise Henry-Gordy, Vice-Chair

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Mark Frostrom	At-Large - Lockfaw	Pocomoke City	*99-09, 09-12, 12-15
Ira "Buck" Shockley	At-Large - D. Purnell	Snow Hill	03-09-12, 13-16
Eloise Henry Gordy	At-Large - J. Purnell	Snow Hill	*07-08-11-14, 14-17
Andrea Watkins	At-Large - Bertino	Ocean Pines	*13-14, 14-17
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Deborah Goeller	<i>Ex officio</i>	Health Department	Indefinite
Sheila Warner	<i>Ex officio</i>	Juvenile Justice	Indefinite
Dr. Jerry Wilson	<i>Ex officio</i>	Board of Education	Indefinite
Peter Buesgens	<i>Ex officio</i>	Department of Social Services	Indefinite

Prior Members (since 1994):

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

* = Appointed to fill an unexpired term

**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
Todd Ferrante °	Dist. 7 - Gulyas	Resident - Ocean City	*09-11, 11-15
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
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)
- 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 2nd 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.
Walter Maizel	Bishopville	*12, 12-16	Private Business Rep.
Donna Weaver	Berlin	*08-09-13, 13-17	Business Rep.
Geoffrey Failla	Whaleyville	*15-18	Business Rep.
Jason Cunha	Pocomoke	*16-18	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 Purnell (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
WEB: WWW.LOWERSHORE.ORG

 Please consider the environment before printing this email
LEGAL DISCLAIMER: [ELECTRONICCOMMUNICATIONS](#)

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

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>
Wes McCabe	D-3, Church	Berlin	13-16
Nancy Howard	D-7, Gulyas	Ocean City	*09-10, 10-13, 13-16
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

Replace for terms 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 Thorne	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	
Elsie Briddell	
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)	

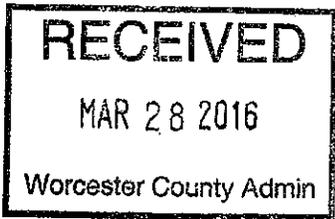
* = Appointed to fill an unexpired term

Updated: August 4, 2015
Printed: March 28, 2016



DEPARTMENT OF HUMAN RESOURCES

Worcester County
Department of Social Services



Peter Buesgens
Director

March 22, 2016

Dawn Jones
Assistant Director
Child Support

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

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

**RE: Worcester County Dept. of Social Services Board Member
– Mr. Wes McCabe**

Dear Mr. Higgins,

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

I am writing regarding Advisory Board membership of Mr. Wes McCabe. He was appointed to the Worcester County Advisory Board by the Worcester County Commissioners to represent District 3. Mr. McCabe's term will be expiring June 30, 2016 and has decided not to be recommended for an additional term. He has been an excellent asset and we appreciate his time and commitment to our board.

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

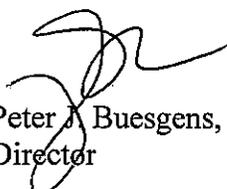
It is important that we keep membership at full capacity; therefore, we are asking the Commissioner to appoint a new member to replace Mr. Wes McCabe.

E-Mail:

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

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

Sincerely,


Peter J. Buesgens, LCSW-C
Director

PJB:cmc

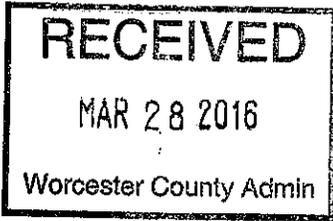
CC: Kelly Shannahan, Assistant Chief Administrative Officer





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. Nancy Howard

Dear Mr. Higgins,

I am writing regarding Advisory Board membership of Ms. Nancy Howard. She was appointed to the Worcester County Advisory Board by the Worcester County Commissioners to represent District 7. Ms. Howard's term will be expiring June 30, 2016 and has met the maximum consecutive terms permitted to our board. She has been an excellent asset and we appreciate her time and commitment to our board as both a member and chairperson.

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

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

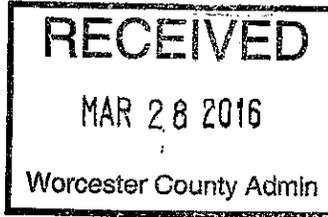
CC: Kelly Shannahan, Assistant Chief Administrative Officer





DEPARTMENT OF HUMAN RESOURCES

Worcester County
Department of Social Services



Peter Buesgens
Director

March 22, 2016

Dawn Jones
Assistant Director
Child Support

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

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

Roberta Baldwin
Assistant Director
Services

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

Dear Mr. Higgins,

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

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.

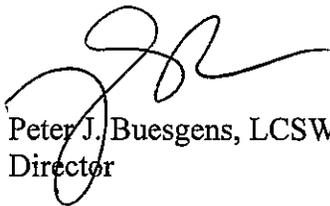
Telephone: 410-677-6800
Fax: 410- 677-6810
TTY: 410-677-6800

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.

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

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

Sincerely,


Peter J. Buesgens, LCSW-C
Director

PJB:cmc

CC: Kelly Shannahan, Assistant Chief Administrative Officer



**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 (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: 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
Dawn Cordrey Hodge	At-Large	Ocean City	13-16
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
Carol Rose	At-Large	Berlin	*14-15, 15-18

*Resigned-
Replace*

Prior Members: Since 1995

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

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

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)
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)

Kelly Shannahan

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



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



10

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

April 13, 2016

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Legal Advertising for 2016

I have recently been in contact with Nikki Iovacchini of the Delmarva Media Group (*The Daily Times Group*) who has offered to extend the current contract for legal advertising services for calendar year 2016 for ads appearing in all three of the following local newspapers: the *Worcester County Times*, the *Ocean Pines Independent*, and *The Daily Times*. As you are aware, our current legal advertising contracts were awarded on December 20, 2005 for a two year period through December 31, 2007 at a rate of \$8.00 per column inch for ads appearing in all three of *The Daily Times Group* newspapers and \$3.00 per column inch for ads appearing in both of the *Ocean City Today Group* newspapers (*O.C. Digest/O.C. Today*). However, the contracts allow for annual extensions thereafter subject to approval by the County and the advertiser. Please be advised that *The Daily Times Group* and the *Ocean City Today Group* are both willing to extend their contract for services for an additional year expiring December 31, 2016 at the original rates, or the equivalent thereof in the case of *The Daily Times Group* as explained below.

In my discussions with Ms. Iovacchini, I learned that *The Daily Times Group* will be making a few design enhancements to their legal advertising section later this month. While they will be using the same point size, the font will be slightly smaller to accommodate their new 1.5-inch column width which is 17% more narrow than their current 1.8-inch wide columns (see attached side-by-side samples). As a result and upon further negotiation, *The Daily Times Group* has agreed to adjust their rate to \$1 per line which they have demonstrated will result in the same overall cost for our ads. Therefore the rates for 2016 would be as follows:

1. *The Daily Times Group (The Daily Times, Worcester County Times and Ocean Pines Independent)* - Serving Entire County - \$1.00 per line
2. *O.C. Digest/O.C. Today* - Serving North County - \$3.00 per column inch

The current arrangement continues to serve us well with the *Daily Times Group* providing countywide and regional exposure and the *Ocean City Today Group* providing additional exposure in the more densely populated northern area of Worcester County and Snow Hill. While *The Daily Times Group* alone meets our legal requirements of having "general circulation throughout the community" including the *Ocean City Today Group* provides additional exposure and ensures future competition. Therefore, I recommend that the Commissioners extend the contracts for legal advertising services from both *The Daily Times Group* and the *Ocean City Today Group* for an additional year through December 31, 2016 at the above referenced rates.

NOTICE TO BIDDERS

Construction of Animal Control Shelter Addition Snow Hill,

Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the addition of a shelter roof on the rear of the Animal Control building located on 6207 Timmons Road, Snow Hill, Maryland 21863. Bid specification packages and bid forms are available from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested bidders are requested to attend a **pre-bid inspection meeting to be held at 1:00 PM on Thursday, January 21, 2016**, at the site location at 6207 Timmons Road, Snow Hill, Maryland 21863. During the Pre-Bid Inspection Meeting the project scope and Bid Documents will be discussed to answer any questions that Bidders may have. Any questions must be submitted in writing to Ken Whited, Maintenance Superintendent, at kenwhited@co.worcester.md.us by 2:00 pm EST on February 1, 2016. **Sealed bids will be accepted until 1:00 PM EST, Monday, February 8, 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 Animal Control Shelter Addition" in the lower left-hand corner. After opening, bids will be forwarded to the County Engineer 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 Susan Rantz, Animal Control Officer, 410-632-1340 - srantz@co.worcester.md.us and to Ken Whited, Maintenance Superintendent - kenwhited@co.worcester.md.us or by fax - 410-632-1753. Email correspondence is encouraged and will be binding.

THE WORCESTER COUNTY COMMISSIONERS

kr 1/14 '16

The Daily Times Group

NOTICE TO BIDDERS

Construction of Animal Control Shelter Addition Snow Hill, Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the addition of a shelter roof on the rear of the Animal Control building located on 6207 Timmons Road, Snow Hill, Maryland 21863. Bid specification packages and bid forms are available from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested bidders are requested to attend a **pre-bid inspection meeting to be held at 1:00 PM on Thursday, January 21, 2016**, at the site location at 6207 Timmons Road, Snow Hill, Maryland 21863. During the Pre-Bid Inspection Meeting the project scope and Bid Documents will be discussed to answer any questions must be submitted in writing to Ken Whited, Maintenance Superintendent, at kenwhited@co.worcester.md.us by 2:00 pm EST on February 1, 2016. **Sealed bids will be accepted until 1:00 PM EST, Monday, February 8, 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 Animal Control Shelter Addition" in the lower left-hand corner. After opening, bids will be forwarded to the County Engineer 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 the 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 Susan Rantz, Animal Control Officer, 410-632-1340 srantz@co.worcester.md.us and to Ken Whited, Maintenance Superintendent - kenwhited@co.worcester.md.us or by fax - 410-632-1753/ Email correspondence is encouraged and will be binding.

THE WORCESTER COUNTY COMMISSIONERS

1/14 '16
0001171305-01

Old Format
(1.8" columns)

New Format
(1.5" columns)

Actual Receipt - Old format

Advertising Receipt

The Daily Times

Classifieds
618 Beam Street
Salisbury MD 21801

Phone: 410-860-6900

Fax: 410-341-6709

WORCESTER COUNTY COMMISSIONER

ONE W MARKET ST RM 1103
WOR CTY GOVRMT CTR
SNOW HILL , MD 21863-1195

Acct #: 1000857
Alt Acct #: Y36
Ad #: 00164062
Phone: (410) 632-1194
Date: 01/06/2016

Ad taker: Kelly Rowan

Classification WCT/OPI Legals

Description	Start	Stop	Ins.	Size	Rate	Total
20 Ocean Pines Independent	01/13/2016	01/13/2016	1	14.28 Inches	11	29.00
25 Worcester County Times	01/14/2016	01/14/2016	1	14.28 Inches	12	87.00

- also included in The Daily Times at no extra cost

Old rate = \$8 per column inch

Ad Text:

NOTICE TO BIDDERS

Construction of Animal Control Shelter Addition Snow Hill,
Worcester County, Maryland

Total: 116.00
Tax: 0.00
Net: 116.00
Prepaid: 0.00

Total Due 116.00

The Worcester County Commissioners are currently accepting bids for the addition of a shelter roof on the rear of the Animal Control building located on 6207 Timmons Road, Snow Hill, Maryland 21863. Bid specification packages and bid forms are available from the Office of the County

Payment Reference:

Sample Receipt - New Format

Advertising Receipt

The Daily Times
Classifieds
618 Beam Street
Salisbury, MD 21801

Phone: 410-860-6900
Fax: 410-341-6709

TEST LEDGER
TEST LEDGER
950 W BASIN RD
NEW CASTLE, DE 19720
ATTN: test

Acct: 123456
Order # 0001059182
P O #
Phone: 3023242531
Date: 2/23/16

Ad Taker: Cole

Classification: DN_com Legals

Description	Start	Stop	Ins.	Size	Rate	Total
Ocean Pines Independent	2/24/16	2/25/16	1	1 col x 116 lines	\$0.25	\$29.00
The Daily Times	2/24/16	2/25/16	1	1 col x 116 lines	\$0.00	\$0.00
Worcester County Times	2/24/16	2/25/16	1	1 col x 116 lines	\$0.75	\$87.00
				Affidavit of Publication Charge		\$0.00
				Tearsheet Charge		\$0.00

Net Total Due:

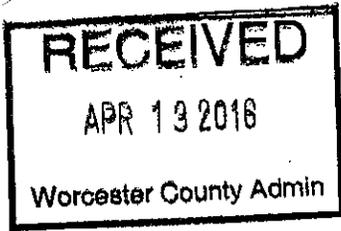
\$116.00

Ad Text:

NOTICETOBIDDERSCONSTRUCTIONOFANIMALCONTROLSH
ELTERADDITIONSNOWHILLWORCESTERCOUNTYMARYLAND
THEWORCESTERCOUNTYCOMMISSIONERSARECURRENTLY
ACCEP

New rate = \$1 per line
- equivalent of \$8 per column inch
at new 1.5" wide columns

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]*

Subject: Rural Legacy Agreement of Sale – Coastal Bays Rural Legacy Area
Redden Property, North and South Side of Stockton Road
Map 85, Parcel 54

Date: April 12, 2016

Attached you will find a memorandum from Katherine Munson, of my staff and a conservation easement agreement of sale for the above referenced property. This property consists of 118.27 acres located on the north side of Ayres Lane Road. The property was shown as a proposed acquisition and was one of our top priorities for award of funding from our previously approved FY 2015 Coastal Bays Rural Legacy (RLA) Grant Application, which we are still working under. Our first, are of course any remaining waterfront lands, the second being lands adjacent to protected lands. This property is adjacent to currently protected lands.

A “before and after” appraisal method for valuation of this property was done and an average of the two appraisals was offered to the landowner. Those appraisal determined an average per acre easement purchase payment of \$2,127/acre, which the property owner has accepted. The County Attorney has reviewed the agreement of sale. All costs, including the county’s administrative costs, will be reimbursed by the Rural Legacy Grant. The owner has agreed to permanently eliminate subdivision rights and also agreed to a limit of 2% impervious surfaces (no poultry houses). I would also note that this family has been involved in farming in Worcester County for quite some time and own one of the County’s Century Farms. Therefore, I recommend that the County Commissioners authorize President Bunting to sign the agreement where indicated.

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

Enclosures

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director
FROM: Katherine Munson, Planner IV *Km*
SUBJECT: Coastal Bays Rural Legacy Area—Agreement of Sale (Redden, Map 85, Parcel 54)
DATE: April 12, 2016

This project is to be funded by FY15 Coastal Bays Rural Legacy Area grant. All costs will be reimbursed by the FY15 Coastal Bays RLA grant, including the county's administrative costs.

Attached please find an agreement of sale, signed by the landowners.

The property was identified as a priority because of landowner interest, adjacency to protected land, and development potential.

The deed of easement will permanently eliminate subdivision rights, and limit impervious surface to 2% of the property. The landowner may continue to use the property for agricultural and woodland production.

Two "Before and After" appraisals were obtained from independent appraisers. The easement values established by these appraisals were: \$231,000 (\$1,953/acre); \$272,000 (\$2,300/acre).

The landowner has been offered and has accepted an average of the two values: \$251,500 (\$2,127.00/acre).

I have indicated on each contract where signature is required.

Please let me know of any questions you have.

Attachments

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2016 is made by and between WILLIS E. REDDEN AND KATHRYN E. REDDEN, ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the First tax district of Worcester County, Maryland; which is one (1) parcel, 118.27 acres total, more or less, and located on the north and south side of Stockton Road, Girdletree, MD, having tax ID number of 01-007122.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a written description of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The purchase price (Purchase Price) to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand One Hundred Seven Dollars (\$2,127.00) per acre, of which \$1.00 has been paid upon signing.

2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before December 30, 2016 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Seller shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those

restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a part hereof. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Sellers shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

6.2. Sellers shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Sellers, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, its agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that it has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Sellers shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

SECTION 10. DEFAULT.

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers be in default of their obligations to convey the easement on the Property under this Agreement.

10.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 118.27 acres. The purchase price of the easement shall be \$2,127.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 118.27 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based upon the

updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:

Jean E. Lawrence
Jean E. Lawrence

SELLERS

By: Willis E. Redden (Seal)
Willis E. Redden
By: Kathryn E. Redden (Seal)
Kathryn E. Redden

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Madison J. Bunting, Jr.
President

Approved as to legal form and sufficiency.

Maureen Howarth
Worcester County Attorney

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 118.27 +/- Acres Agricultural Farm
 North and South Sides Stockton Road
 ¾ Mile east of Klej Grange Road
 East of Pocomoke City, Worcester Co, Maryland 21851

TAX MAP REFERENCE: Worcester Tax Map 85, Grid 10, Parcel 54

CENSUS TRACT: 9514

OWNER OF RECORD: Willis E. Redden and Kathryn E. Redden

DEED REFERENCE: Liber 6449, Folio 099

SITE SIZE: **118.27 +/- Acres (Per Plats & Assessment Data)**
 75.2 +/- Acres Tillable/Cleared (64%)
 43.0 +/- Acres Woodlands (36%)

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: At least Five (5) minor subdivision rights (North Tract)
 At least Four (4) minor subdivision rights (South Tract)

FLOOD PLAIN MAP: FEMA Community Maps #24047-0375-H, dated July 16, 2015, Zone C – Property is not within a Zone A flood plain.

SOIL CLASSIFICATIONS: Mixture of Various Compositions: Askecksy loamy sand; Mullica-Berryland complex; Hammonton loamy sand; Hambrook sandy loam; Berryland mucky loam; Cedartown-Rosedale complex; Woodstown sandy loam; Klej loamy sand.

HIGHEST AND BEST USE:
 (Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
 (After Easement): Agricultural/Recreational Use with One Development Right

EFFECTIVE DATE: January 15, 2016

VALUE CONCLUSIONS:

“AS IS” MARKET VALUE (BEFORE) -	<i>\$5,250 per Acre</i>	\$ 621,000
VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER)		\$ 390,000
<i>(Estimate of Unit Value)</i>	<i>- \$3,300 per Acre</i>	
CONCLUDED VALUE OF EASEMENT:		\$ 231,000
<i>(Extracted Unit Value Conclusion)</i>	<i>~ \$1,953 per Acre</i>	

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	Appraisal File No. CC11043
REPORT DATE:	January 19, 2016
LOCATION:	Stockton Road Pocomoke, Maryland 21851 Map 85 Grid 10 Parcel 54
OWNER OF RECORD:	Willis & Kathryn Redden
LAND AREA:	118.27 +- acres
IMPROVEMENTS:	None
ZONING:	A-1 - Agricultural District
CENSUS TRACT:	#9514.00
FLOOD MAP STATUS:	Zone X (Not a flood hazard area) Map # 24047C0375H Dated 7/16/2015
HIGHEST AND BEST USE BEFORE:	Limited residential development
HIGHEST AND BEST USE AFTER:	Homesite/Agriculture/hunting
PROPERTY RIGHTS APPRAISED:	Fee Simple
OPINION OF VALUES:	
BEFORE VALUE:	\$544,000
AFTER VALUE:	\$272,000
VALUE OF EASEMENT/ DIFFERENCE:	\$272,000
EFFECTIVE DATE:	
	January 5, 2016
APPRAISERS:	
	William R. McCain, MAI, MBA F. Lee Gosnell

Exhibit A. Agreement of Sale by and between WILLIS E. REDDEN AND KATHRYN E. REDDEN, ("Sellers") and the County Commissioners of Worcester County, Maryland ("Buyer").

All that parcel of land, situate, lying and being situate in the First Election District of Worcester County, Maryland, on north and south sides of Stockton Road, containing 118.27 acres more or less, but not including the right-of-way previously sold to Irene Painter, and not including the 2.6 acre, more or less, subdivided lot resulting from such right-of-way, which is identified on Worcester County Tax Map 85, Parcel 54; being the same property conveyed by deed dated November 30, 2005, recorded among the Land Records of Worcester County, Maryland in Liber SVH, No. 4595, Folio 677, et seq.

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20__, by and between WILLIS E. REDDEN and KATHRYN E. REDDEN, having an address at 1813 HOLLY SWAMP RD; POCOMOKE CITY, MD 21851 (collectively, "Grantors") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantors own in fee simple ____ acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by Willis E. Redden by Deed dated October 14, 2014 and recorded among the Land Records of Worcester County, Maryland in Liber 6449, Folio 99 (the "Property"). The address of the Property is Stockton Road, Pocomoke City, MD 21851. The Property is identified on tax map 85, parcel 54;

WHEREAS, the Property consists of ____ acres of [agricultural land, woodlands, open fields, etc...]; a portion of the [stream or river]; shoreline on the [Chesapeake Bay, Deep Creek Lake, etc...]; relatively natural habitat for [significant flora or fauna]; scenic value of significant public benefit [along road, street, highway, or navigable waterway];

WHEREAS, in recognition of the Conservation Attributes defined below, Grantors intend hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of _____ Dollars (\$_____) to Grantors as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of _____ Dollars (\$_____), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantees and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantors and their personal representatives, heirs, successors and assigns.

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, historical, archeological, woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: (1) the preservation of land areas for outdoor recreation by or the education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the general public and which yields a significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit; and (

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and

to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantors shall notify Grantees in writing before undertaking such activity.

B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors’ mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantees’ approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

(2) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(3) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(4) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantors, into derivatives thereof.

(5) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantors; or (ii) derivatives produced pursuant to III.C.(4) above;

(6) Commercial services related to Agriculture limited to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and

(7) Commercial Passive Recreational (as defined below) uses operated by a resident of a Dwelling Unit on the Property, or by the Grantors. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one

or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) One (1) single-family detached Dwelling Unit(s) ("Primary Dwelling Unit"). A permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantees. The relocation of a Primary Dwelling Unit, or the conversion of any previously non-residential Structure to a Primary Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below. *[Optional: Gross floor area of [x] square feet limitation]*

(2) One (1) Dwelling Unit(s) accessory in nature to a Primary Dwelling Unit and limited to the following types: detached guest house, detached caretaker residence, detached farm manager's or employee's house, detached pool house or detached boat house if either Structure meets the definition of Dwelling Unit herein, apartment within a barn, or accessory apartment located within a Primary Dwelling Unit described in paragraph (1) above ("Accessory Dwelling Unit"). An apartment within a barn or an accessory apartment located within a Primary Dwelling Unit must be fully contained within its Structure and may not be replaced by a detached Dwelling Unit of any kind.

Each Accessory Dwelling Unit may not exceed a gross floor area of one thousand five hundred (1,500) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements and attics. The relocation of an Accessory Dwelling Unit or the conversion of any previously non-residential Structure to an Accessory Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below.

The total number of all Dwelling Units on the Property shall never exceed two (2). The location of any new Structure containing a Dwelling Unit shall be subject to Grantees' approval as further set forth in Article V below.

(3) Non-residential accessory Structures designed, constructed and utilized for the purpose of serving each Primary Dwelling Unit (for example: detached garage; well house; boat house; pool house; swimming pool; pier; Structures related to hunting such as deer stands or waterfowl blinds);

(4) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(5) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantees' approval in accordance with the provisions of Article V below; and

(6) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of both Grantees, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property,

including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitute the Property, for any purpose, is prohibited. [The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted. Notwithstanding the two previous sentences, with at least sixty (60) days written notice to Grantees, Grantors may divide or subdivide the Property into 1 residential lot (plus the original parcel from which the ____ residential lots were created), which may be separately owned, so long as the size of such lots is at the minimum size permitted by State and local government; and

However Grantees may approve the Division of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance with the provisions of Article V below.

I. Buffer Requirements. A one-hundred (100) foot vegetative buffer strip along each side of the _____ River (Creek, etc...) is required on the Property. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantees' approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (8) the existing _____ (*list existing Structure(s) located within the buffer*), as described in Exhibit C. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil

Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees. *[In the event that the Property is wooded or where agriculture will be prohibited, this type of provision may not be necessary. Rather, reference is made to the Forest Management paragraph.]*

L. Forest Management.

[Where contiguous Woodland area consists of 24 acres or less]: Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

[Where Property contains more than 25 acres of contiguous "Woodland" (as defined below), a Forest Stewardship Plan is required. Please note, contiguity is not considered "broken" by things such as a utility line or a fireline. Use a reasonableness standard]:

The Grantor shall implement a Forest Stewardship Plan ("the Plan") in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantees. *[Drafter – use one of Options listed below]*

Option #1

The Plan's primary objective is [here insert an objective from the list below], and the Plan's secondary objective is [here insert an objective from the list below, if there is one]. At a minimum, the Plan shall include:

(1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

(2) a vegetation map, a soils map and a topographic map;

(3) an access plan for the Property, including all areas to be commercially managed;

(4) erosion control measures, specifically addressing water bodies and wetland areas;
and

(5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

[Optional: (6) strategies to minimize the effects of structures in the Forest Area.]

“Woodland Areas” is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, “Vegetation”) unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the “Guidelines”), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas. [Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate] Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

[For the drafter: Here are the objectives to be inserted above:

1. Timber production
2. Management of habitat for fish and wildlife game species
3. Trail and passive recreation management
4. Natural heritage protection (Species listed by the Federal government or Maryland as endangered, threatened or rare species)
5. Soil conservation and water protection
6. [Establishment and]Maintenance of a _____ forest [see a forester to describe the forest type to be maintained]
7. Establishment and maintenance of an old growth forest ecosystem]

Option #2

In the Woodland Areas (as defined below), there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees or other vegetation except for (1) trees that are non-native, invasive, diseased or insect infected; and (2) trees, in full compliance with a management plan prepared by the Maryland Department of Natural

Resources to protect the long term ecological health of the Woodland Areas or to protect species listed by Maryland or the federal government as endangered or threatened. "Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas. [Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate] Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas, then the drafter should add another exception for "Trees within ____ feet of the structure or means of access." If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

Option #3 (for Forest Interior Dwelling Species)

In the Woodland Areas (as defined below), Grantor shall be in compliance with (i) the FIDS/Forestry Task Force Chesapeake Bay Critical Area Timber Harvest Plan Guidelines (the "FIDS Guidelines") and(ii) a Plan whose objective is establishment and maintenance of a forest ecosystem for species of birds (FIDS) that require relatively large blocks of undisturbed forest land to successfully nest. At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;*
- (2) a vegetation map, a soils map and a topographic map;*
- (3) an access plan for the Property, including all areas to be commercially managed;*
- (4) erosion control measures, specifically addressing water bodies and wetland areas;*
and
- (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;*
[Optional: (6) strategies to minimize the effects of structures in the Woodland Areas.]

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction (collectively, "Destruction") of trees, shrubs, grasses or

other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in compliance with the Plan and the FIDS Guidelines and (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland (the "Guidelines") prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future. Notwithstanding the Terms of this Article _____, Destruction of Vegetation is prohibited during the April to July breeding season except by approval of Grantees.

"Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas. [Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate] Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas then the drafter should add the sixth item in italics to the list above. If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited,

whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of surface mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantees encourage in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Optional: Q. Chesapeake Bay Water Quality and Concentrated Animal Feeding Operations (CAFOs). CAFOs are prohibited on the Property. For purposes of this paragraph, a CAFO is defined as any operation that either: (1) meets the regulatory definition of a CAFO (pursuant to State or Federal regulations) or (2) the permitting authority (the Maryland Department of the Environment or the U.S. Environmental Protection Agency) has designated as a CAFO.

R. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantors Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantors hereby grant to Grantees all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantors can take certain actions Grantees must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- operation of a bed and breakfast, as per Article III.C(1);
- location of any new Structure containing a Dwelling Unit, as per Article III.E(2);
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article III.E(1) and (2);
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article III.E(1) and (2);
- location of a new Means of Access to a Dwelling Unit, as per Article III.E(5);
- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(5);
- access across the Property for utilities or roadways serving another property, as per Article III.G;
- Subdivision of the Property, as per Article III.H; and

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written and visual description of the request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require of

Grantors additional information necessary for a complete submission. When Grantees deem the submission complete ("Request"), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, each Grantee shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantee's sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article I and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement. Approval is required by both Grantees.

If Grantors, with the support of a state or local government, are seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantees shall consider, in addition to the Conservation Attributes listed in Article I and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantees;
6. Will the project provide a private benefit to Grantors;
7. Will the party making the Request compensate Grantees for Grantees' actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantors are seeking location approval for a permitted Dwelling Unit or are seeking approval of a reserved Subdivision right, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request. If Grantors are seeking location approval for a permitted Dwelling Unit and the requested Dwelling Unit is to be situated on a newly Subdivided lot, Grantors shall submit a Request for such Subdivision at the same time.

C. Grantees shall each provide to Grantors a written decision regarding the Request

within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an approval by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantees of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantees, in their sole discretion, may approve of such a practice or activity.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantees or the RLB or the OAG (“Enforcers”), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantors are complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantors at their last known address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (3) and III.E (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors.

B. Upon any breach of a Provision of this Conservation Easement by Grantors, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantors. Before instituting such suit, Enforcers shall give notice to Grantors and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers’ remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantors are found to have breached any of Grantors’ obligations under this Conservation Easement,

Grantors shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantors are complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the “Baseline Documentation”) reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of ____ () pages.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of ____ () pages.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of ____ () pages.
- D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of [] and are fully and completely incorporated into

this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of ____ () color digital images and ____ () pages.

E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the [] and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

A. Change of Ownership. In order to provide Grantees with notice of a change in ownership or other transfer of an interest in the Property, Grantors agree to notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantors, their personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantees under this Conservation Easement. Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The grantors who signed this Conservation Easement on the date set

forth above ("Original Grantors") are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantees. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantees. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantees harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantors. For purposes of this Conservation Easement, "Grantors" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantors or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. [If only Rural Legacy Funds were used to purchase this easement, insert the following sentence: "In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds."] [In the event that non Rural Legacy funds were used to purchase the easement, Grantees should receive proceeds representing their relative contributions, so add language similar to the following example: "Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive seventy percent (70%) of the proceeds and _____ County shall receive thirty percent (30%) of the proceeds."] Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC

and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantees recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, and subject to approval by the Rural Legacy Board, Grantors and Grantees have the right to agree to amendments to this Conservation Easement; provided, however, that:

- (1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.
- (2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;
- (3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantees to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.
- (4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;
- (5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and
- (6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation

would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of _____ County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantees. Any notices by Grantors to Grantees pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

DNR address here

and to

*XYZ Land Trust, Inc.
123 Fake Street
Anytown, Maryland 21658*

or to such other addresses as Grantees may establish in writing on notification to Grantors, or to such other address as Grantors know to be the actual location(s) of Grantees.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto

County Commissioners of Worcester County, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:

Exhibit B: Agreement of Sale between Willis E and Kathryn E Redden and County Commissioners of Worcester County

_____(SEAL)
WILLIS E. REDDEN

_____(SEAL)
KATHRYN E. REDDEN

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEES:

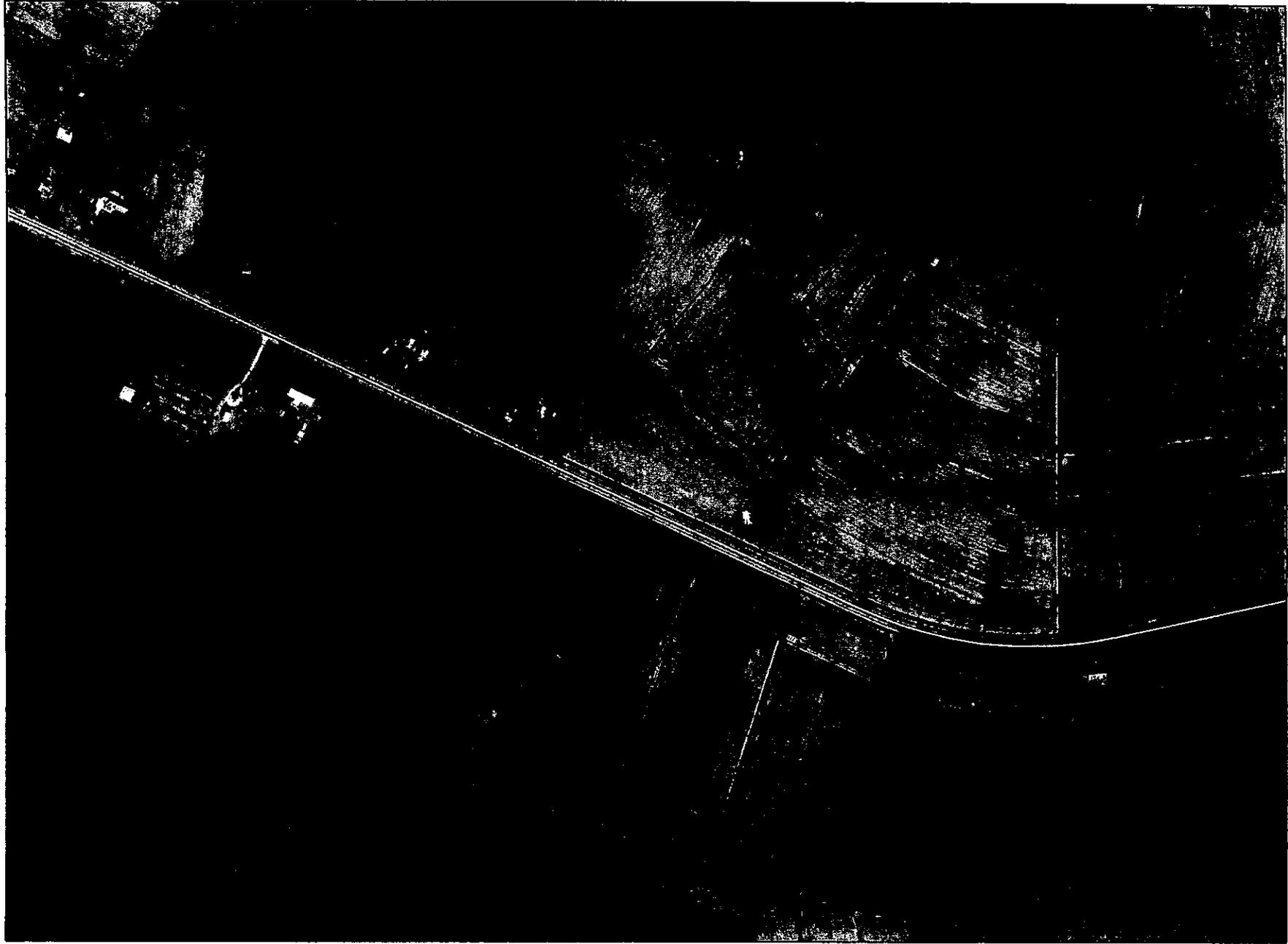
County Commissioners of Worcester County, Maryland

By: _____ (SEAL)
Madison J. Bunting, Jr., President

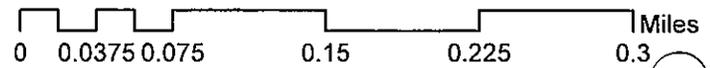
COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of _____, an attorney admitted to practice by the Court of Appeals of Maryland.

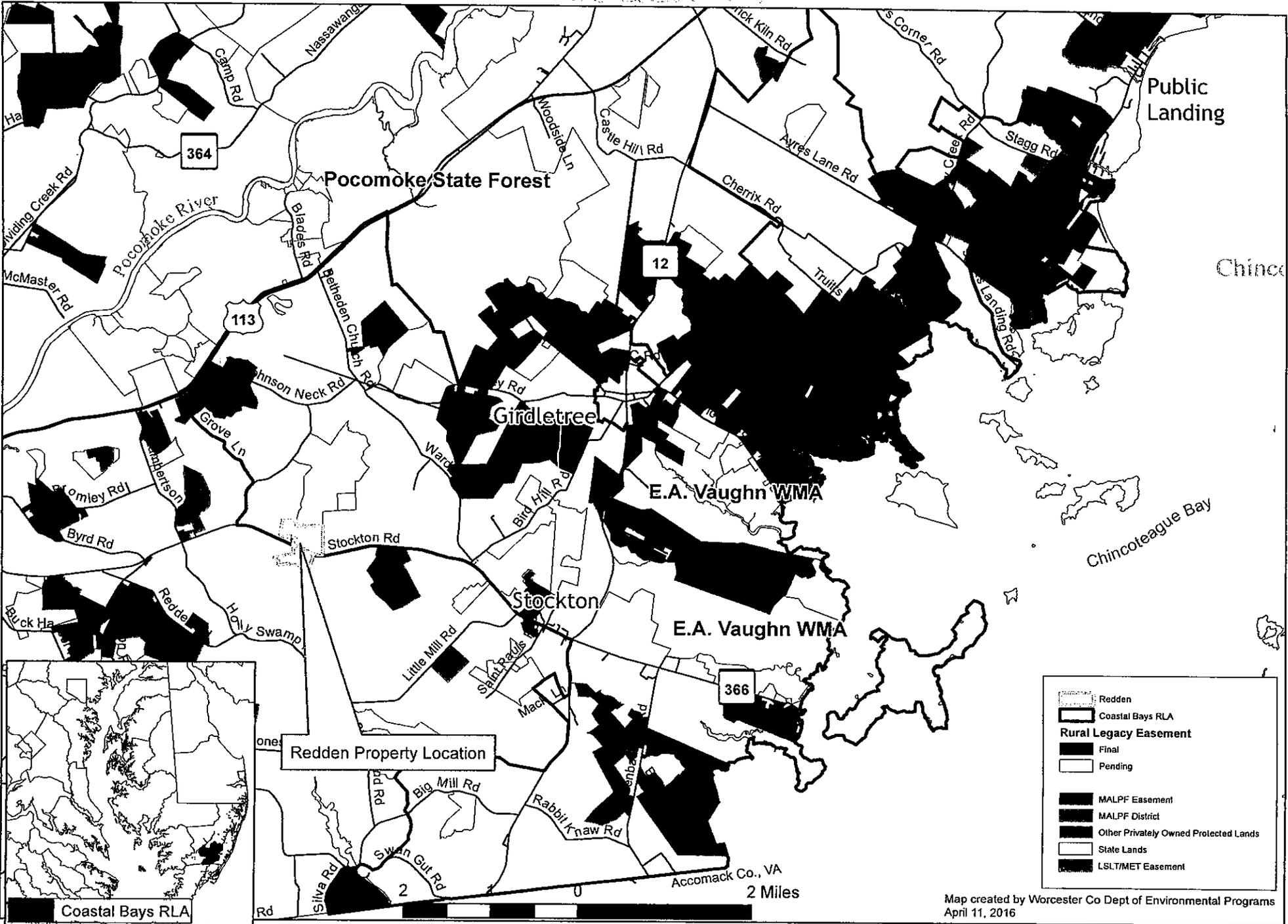
Willis and Kathryn Redden
Map 85, Parcel 54
118.27 acres



36

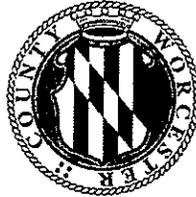
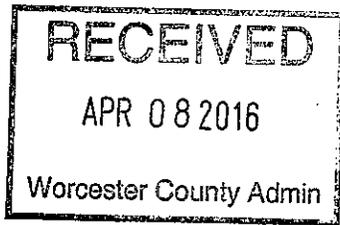


Redden Property Location in the Coastal Bays RLA



Map created by Worcester Co Dept of Environmental Programs
April 11, 2016





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Worcester County
Department of Environmental Programs

Memorandum

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

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

Subject: Critical Area Grant – FY 2017

Date: April 8, 2015

I am pleased to transmit two (2) copies of our FY 2017 Critical Area Grant Agreement between Worcester County and the State Critical Area Commission for our 2017 operation funding from the Commission. This is an annual reoccurring grant that provides us with limited funding for the administration of our Atlantic and Coastal Bays Critical Area Programs.

The grant requires us to do no additional work over and above what we do on a daily basis to administer the program. Funding for the upcoming fiscal year is in the amount of \$13,000 which represents only a very small portion of our actual program cost. I respectfully recommend that the County Commissioners authorize County Commissioner President Bunting to execute the documents where indicated so that we may claim our funds.

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

Enclosures

cc: David Bradford, Deputy Director

Citizens and Government Working Together



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

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

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

MEMORANDUM

TO: Bob Mitchell, Director
FROM: David M. Bradford Jr., Deputy Director *DMB*
DATE: April 8, 2016
RE: Critical Area Grant for FY2017

Attached within you will find two copies of the Critical Area Grant Agreement and Scope of Work for our FY2017 grant from the Md. Department of Natural Resources for the Commissioners review and approval. We have received this grant consistently throughout the years at varying levels of funding to help assist us in implementing and administering both our Atlantic Coastal and Chesapeake Bay Critical Area Programs. It is worthy to note that Worcester County is the only jurisdiction in the State that has two programs. The total amount of funding available to Worcester for FY2017 is \$13,000.

This particular grant does not require any additional effort other than what we are already performing in order to receive the funding which would certainly help offset some of our expenses. I would recommend the approval of the grant agreement so that we may proceed with the application process and subsequently receive the allocated funds. The signatory lines on the grant agreement have been highlighted for Commission President Bunting to sign if approved.

Please let me know if you have any questions or need additional information. I will make myself available on the day this is presented in the event there are any questions.

Attachments: 2 sets of the FY2017 Critical Area Grant package including Budget and Scope of Work.

Cc: Jenelle Irwin, Natural Resources Planner

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor



Charles C. Deegan
Chairman
Ren Serey
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**
1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
www.dnr.state.md.us/criticalarea/

Date: 4/5/16
To: David Bradford, Worcester County
From: Vicki Johnston, CAC Grant Administrator
Re: FY17 Grant Agreement

The Critical Area Commission Grant Funding for your FY17 Scope of Work has been approved.

Please print (2) copies of the Grant Agreement and have the appropriate person sign both copies. Ensure the signatory's name and titles are clearly printed below their signature with a witness signature provided.

Return both (live) original signed Grant Agreements by mail to my attention by April 25th. An approved final signed copy of the Grant Agreement with new Grant Agreement PO# will be sent back to you upon completion of our procurement process.

Note:

Quarterly Invoices/Status Reports with Signature included are to be sent electronically to: vicki.johnston@maryland.gov

It is not necessary to mail a hard copy.

If you have any questions or concerns, you may contact me at 410-260-3461.

Thank you,

Vicki Johnston,
CAC Grant Administrator

FY17 - TIMELINE FOR CRITICAL AREA GRANT FUNDING

- March 1st** The Commission begins **preparing** for Grants – **review** of FY17 Budget Allowances.
- March 11th** **First Electronic Mailing:** The Commission will **contact** Local Governments with FY17 Grant Fund amounts and request a **submission** of proposed Scope of Work, Budget, Contact Information and Authorization Signatures.
- March 30th** Local Governments will **provide** a proposed Scope of Work, Budget, Contact Information and Authorization Signatures to the Commission for **review and approval**. The Commission will resolve any discrepancies, and **provide final** approval to Local Governments by April 5th.
- April 5th** **Second Electronic Mailing:** The Commission will send Grant Agreement Packets to Local Governments for **signature**.
- April 25th** (2) Grant Agreements are **due** to the Commission from the Local Governments.
- May 5th** Grant Agreement Packets will be forwarded to DNR Procurement/Legal for final PO# **approval and signatures**.
- May 30th – June 10th** **Third Mailing:** DNR approved Grant Agreements with PO#'s will be **returned** to the Local Governments.

FY17 – Timeline for Quarterly Invoices and Reports

- July 1st - September 30th** **1st QUARTER**
Work may begin provided an approved contract is in place at this time. Quarterly Invoice and Report **due by Oct. 15TH**
- October 1st - December 31st** **2nd QUARTER**
Quarterly Invoice and Report **due by Jan. 15TH**
- January 1st - March 31st** **3rd QUARTER**
Quarterly Invoice and Report **due by April 15TH**
- April 1st - June 30th** **4th QUARTER**
Final Quarterly Invoice and Report **due by June 30th**.
The last quarter due date 6/30/17 administered by DNR Accounting in accordance with State Closeout/Auditors

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM

GRANT AGREEMENT PO#: _____

THIS GRANT AGREEMENT, entered into this _____ day of _____, 2016,
by and between

STATE OF MARYLAND
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
hereinafter ("Critical Area Commission"),
and

WORCESTER COUNTY, MD

hereinafter ("Grantee")

WHEREAS, funding has been appropriated by the General Assembly to the Critical Area Commission for Fiscal Year 2017, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, MD.CODE ANN., Natural Resources II, §8-1801 et seq., (2012 Repl. Vol. and 2015 Supp.) ("the Act"); and

WHEREAS, the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 et seq. ("Criteria"); and

WHEREAS, the Grantee has notified the Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein;

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2017, in the amount of **Thirteen Thousand Dollars (\$13,000.00)**.

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its program any amendments to the Act and the Criteria which have been

approved by the General Assembly, but are not yet reflected in the Grantee's Program, by proposing a Program Amendment or Refinement, as applicable, for the Commission's review and approval. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in MD Code, Natural Resource II 8-1808 (c)(1).

2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the **Commission** and shall expire June 30, 2017. This agreement may be amended only with the written approval of the Commission.
4. The Commission shall reimburse the Grantee for expenses authorized under the grant upon the Grantee's submission of a **quarterly** invoice and status report. (Refer to pages 1-3), Article V of Appendix A – FY17 "Scope of Work and Funding Guide Local Governments" for minimum requirements.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached Scope of Work is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. The attachments: Appendix A – FY17 "Scope of Work and Funding Guide for Local Governments and Scope Outline" and Appendix B - "Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/16)" are hereby incorporated into and made an integral part of this Grant Agreement.
8. In accordance with Article IV – PROPERTY, Section A, **Rights in Data, Public Disclosure**, identified in the aforementioned Appendix B - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by Department of Natural Resources, Critical Area Commission, will bear the following statement on the cover or first page:

"This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
1. Data and products collected, manipulated, or directly purchased, as part of the Grant shall become the property of CAC.
 2. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC's use of such data.
- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this agreement utilizing funds administered by CAC through Match funds Match funds, shall be documented as specified in Sections 1-7 of the **Digital Spatial Metadata Standard, FGDC-STD-001-1998**, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.
- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.
- D. All deliverables will be submitted directly to the **Grant Administrator, Vicki Johnston, at the Commission**. Quarterly invoice and status reports shall be submitted: in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted: in electronic format.

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate. Invoices with appropriate back up documents shall be submitted for periods ending: **9/30, 12/31, 3/31 and 6/30.**

Reporting Time Frame

July 1, 2016 – September 30, 2016

October 1, 2016 – December 31, 2016

January 1, 2017 – March 31, 2017

April 1, 2017 – June 30, 2017

Due Dates

October 15, 2016

January 15, 2017

April 15, 2017

June 30, 2017

10. The Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Should the Commission determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.

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

Signatory for the Grantee:

By: _____
GRANTEE WITNESS

By: _____
GRANTEE
Madison J. Bunting, Jr., President
PRINT NAME & TITLE OF
SIGNATORY FOR GRANTEE

Signatory for the Commission:

By: _____
COMMISSION WITNESS

Signatory for Procurement Division

By: _____
Ren Serey, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

By: _____
DNR Procurement Officer

Approved as to form and sufficiency April, 2016.

By: Rachel L. Eisenhauer
Assistant Attorney General, Department of Natural Resources

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

Questions or inquiries about the agreement for funding should be directed to the Grant Administrator, Vicki Johnston at (410) 260-3461, vicki.johnston@maryland.gov.

The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit, on a quarterly basis, an invoice and quarterly activity report to the **Grant Administrator, Vicki Johnston** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment.

In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the first billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary forms, expense accounts, time sheets or any other support documents provided to the Commission.**

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms

signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.

Contractual Services

Copies of bills or invoices **with** receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the billing time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category

Description

Administrative Costs

Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).

Supplies & Materials

Operational expenditures such as: offices supplies, publications, printing, etc.

Travel/Conferences

In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related.

If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover *possible* expenditures, which *may* arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.

TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.

VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases **will not** be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted with the quarterly report and invoice.

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL."

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are

ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits: Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, **itemized fringe benefits with associated cost breakdown**, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the **Grant Administrator, Vicki Johnston** at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in FY 2017 shall be from July 1, 2016 through June 30, 2017. Unless there is a "No-Cost Extension" granted by the Commission, **all unspent monies will revert back to the Commission by June 30th of each year.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the **Grant Administrator, Vicki Johnston** at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and 2) provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: (1) justification for extension; and (2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the **Grant Administrator, Vicki Johnston** no later than March 1st. Requests for minor changes/amendments that include monetary change less than 10% and/or

insignificant task changes may be submitted to the Commission in writing any time before May 1st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to **extenuating circumstances**. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2017. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st. All associated **invoices and reports must be submitted by June 30, 2017 for the close of the grant.**

X. QUARTERLY REPORTS

Quarterly reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the quarter, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the **Grant Administrator, Vicki Johnston** at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal semi-annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the **Grant Administrator, Vicki Johnston** at the Commission and written approval provided, before they can be included in the quarterly report.

An electronic copy of the quarterly report shall be submitted to the **Grant Administrator, Vicki Johnston** at the Commission.

XI. INVOICES

Invoices must be submitted on local government letterhead or official local finance office stationery. **An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice** and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. Invoices must be submitted to the **Grant Administrator, Vicki Johnston** at the Commission electronically on a **quarterly basis** and

include proper support documentation, of which the quarterly report is a part, in order to be considered valid submission. Please submit (1) electronic invoice, detailed expenditure sheet, support documents and (1) electronic copy of the activity status report as per instructions above.

Invoices dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation. **The 4th quarter invoice must be provided to the Grant Administrator, Vicki Johnston at the Commission no later than June 30, 2017 close of the State fiscal year.**

XII. WORK PRODUCTS

An invoice and quarterly status report are needed, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Article IV – Property.

APPENDIX B

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR
CRITICAL AREA COMMISSION FOR THE CHESAPEAKE
AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM
(REV. 04/16)

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 *et seq.* of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant-In-Aid Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Basic Agreement" means the executed document to which the general conditions contained herein are appended or incorporated.
- B. "Agreement" means the agreement between the Department and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.
- C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.
- D. "Grantee" means the State agency, political subdivision or government entity obligated to perform services for the Department under this Agreement.
- E. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Service - Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the Agreement. If no representative is named, then the person executing the Agreement for a party shall be the representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and work pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

E. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright, trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
Office of the Attorney General
Department of Natural Resources
April 2016



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

March 24, 2016

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

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

Ms. Vicki L. Johnston, Grant Administrator
State of Maryland
Critical Area Commission
Chesapeake and Atlantic Coastal Bays
1804 West Street, Suite 100
Annapolis, Maryland 21401

RE: Proposed FY2017 Scope of Work and Proposed FY2017 Budget
for Critical Area Program Funding

Dear Ms. Johnston:

Please find enclosed the above referenced Proposed FY2017 Scope of Work and Proposed Budget for Critical Area Program funding. Should you have any questions, please do not hesitate to contact me.

Sincerely,

David M. Bradford
Environmental Programs Deputy Director

DMB/JEI
Enclosures



**WORCESTER COUNTY
 PROPOSED BUDGET FOR FISCAL YEAR 2017
 SCOPE OF WORK
 CRITICAL AREA PROGRAM FUNDING**

The proposed budget for this fiscal year is comprised solely of salaries for certain positions necessary to administer the program. Additional items may be submitted in the future.

Classification	Hourly Rate & Fringe*	Total Hours	Salaries
Deputy Director (DB)	\$42.18	700	\$ 29,526.00
Natural Resources Inspector (KL)	\$27.48	1700	\$ 46,716.00
Natural Resources Planner (JB)	\$25.53	1700	\$ 43,401.00
Natural Resources Planner (JI)	\$28.16	400	\$ 11,264.00
		Total	\$130,907.00
Total Amount of FY2017 Grant to be utilized towards this budget			(\$13,000.00)
* 43.16 Fringe includes: Social Security/FICA, Pension, Medical Insurance, Long Term Disability, Life Insurance, Employee Assistance Program, Workman's Compensation, and Unemployment.			



**WORCESTER COUNTY
FISCAL YEAR 2017
SCOPE OF WORK FOR
CRITICAL AREA PROGRAM FUNDING**

TASK 1: Review development projects located in the Critical Area to ensure compliance with local Critical Area Programs.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	The Natural Resources Planner will review permits, site plans, subdivision plats, agendas for various monthly board meetings, and provide comments to ensure compliance with the Critical Area regulations.
2. Oversee approval process.	Ongoing	Local Govt.	The Planner will prepare staff reports. They will attend the following meetings: Technical Review Committee, Planning Commission, Board of Zoning Appeals, and Shoreline Commission. In accordance with COMAR, applicable projects will be forwarded to the Critical Area Commission (CAC) for review and comments.
3. Provide technical assistance.	Ongoing	Local Govt.	A monthly building permit log is maintained for all permits issued in the Critical Area. A summary sheet is maintained for Critical Area

			variance requests. Quarterly reports are submitted to the CAC.
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TASK 2: Review, update, develop, and implement changes to and incorporate new legislation into local Critical Area Programs through zoning ordinances, subdivision regulations, comprehensive plans, maps, and policies.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review the proposed changes to the Zoning and Subdivision Control Article, based on the Comprehensive Plan being implemented, for consistency with the Critical Area Ordinance.
2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will work with Administrators to develop new ordinance language, regulations, plans and policies, to implement changes set forth in State Legislative Bills.
3. Adopt new legislation.	Ongoing	Local Govt.	Prepare Resolution(s) for revisions or additions to existing Ordinance, which incorporates State legislation.

TASK 3: Comprehensively review local programs as mandated by the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review local program and maintain comments and office policies for consistency with State legislation.

2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Prepare Amendments and Refinements, as necessary, for new ordinance language, regulations, plans and policies.
3. Adopt new legislation.	Ongoing	Local Govt.	Implement new adopted legislation.

TASK 4: Provide for enforcement of local Critical Area regulations by performing site visits, responding to complaints, issuing citations and “Stop Work” orders, and following up on mitigation and remediation efforts.

Activities	Time Line	Responsible Entity	Deliverables
1. Respond to complaints and perform site visits.	Ongoing	Local Govt.	In response to complaints, Inspectors will perform site visits and maintain field reports, and pictures in project files. Provide on-site consultation. If a violation is cited, a violation log will be maintained.
2. Issue citations and “Stop Work” orders.	Ongoing	Local Govt.	If warranted, Inspectors will issue enforcement activity in the field (i.e. Stop Work Orders). Follow-up with certified letters and citations to property owners pursuant to HB 1253 violation criteria.
3. Follow up on mitigation and remediation efforts.	Ongoing	Local Govt.	Inspectors and Planner will perform inspection to verify compliance with permit conditions or remediation efforts. Field reports will be prepared and maintained in project fields, Secure Planting Agreement and Bonds, Where applicable.

TASK 5: Provide general assistance to property owners within the Critical Area including explanation of regulations and discussion of development options on properties affected by the Critical Area regulations.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide assistance.	Ongoing	Local Govt.	Planner and Inspectors will provide assistance via telephone, email, regular mail, office meetings, and site visits as required or requested. Any relevant notes, surveys, and plans will be placed in the project files.

TASK 6: Educate the public about the Critical Area regulations through presentations to community groups, civic associations, business organizations, and schools. Develop brochures, publications, and displays that educate the public about the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Make presentations.	Ongoing	Local Govt.	Seminars are encouraged and conducted upon request.
2. Develop brochures, publications, information guides, and displays.	Ongoing	Local Govt.	Existing Information Brochures are reviewed and updated as needed to help assist and educate the public on Critical Area issues. Information is also available on-line in the Worcester County Government Website.

TASK 7: Coordinate Critical Area Program activities with other local, State, and federal agencies to facilitate effective implementation.

Activities	Time Line	Responsible Entity	Deliverables
1. Review and comment on Development proposals.	Ongoing	Local Govt.	Planner will provide CAC proposed applications for review and comments per COMAR. Also verify approvals from appropriate State and Federal agencies

			prior to issuance of local permits.
2. Develop, refine, and implement policies for interagency cooperation.	Ongoing	Local Govt.	Staff will continue to coordinate information with DNR and MDE, and prepare Memorandums of Understanding, if needed.
3. Share common problems and develop appropriate solutions.	Ongoing	Local Govt.	Attend quarterly MACO meetings for guidance. Attend Technical Review Committee monthly meetings and Wetlands Planners Group quarterly meetings. Also, arrange on-site meetings, when warranted.

TASK 8: Use fees-in-lieu or offset monies collected to promote the goals of the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Plant riparian forest buffers.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for planting riparian buffers.
2. Implement an urban forestry program and plan.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for urban tree and landscape plantings.
3. Increase forest cover within the Critical Area.	Ongoing	Local Govt.	Utilization of funds for increasing forest cover within the Critical Area. Report activities to the CAC on quarterly reports.
4. Install new or improve existing storm water treatment facilities or Best Management Practices.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for improvement Best Management Practices.

TASK 9: Implement special conservation efforts that result in long-term protection of land within the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide guidance, design recommendations, and information on conservation for habitat and water quality protection.	Ongoing	Local Govt.	Planner will work to implement long-term conservation easements and water quality protection measures.
2. Implement long-term protection of Critical Area lands.	Ongoing	Local Govt.	Planner will prepare Easements, as warranted, and review Deed Restriction and Covenants for Homeowner Association Documents.

TASK 10: Design and plan projects that promote public access to the water or public environmentally-oriented recreation or education.

Activities	Time Line	Responsible Entity	Deliverables
1. Design public water access.	Ongoing	Local Govt.	Planner will coordinate with Public Works Department on revitalization of existing public water access areas, pursuant to the goals and intent of the Ordinance.
2. Prepare plans for environmentally oriented recreation and/or education facilities.	Ongoing	Local Govt.	Planner will respond to requests for environmentally oriented recreation and/or education facilities.

TASK 11: Review development activities that permit a local government to approve a building permit for an accessory dwelling unit that is considered part of the primary dwelling unit for purposes of density calculations in the Resource Conservation Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	Planner will review permits

			and site plans for compliance prior to issuance of a permit.
2. Maintain records of building permits issued.	Ongoing	Local Govt.	This information is included on a monthly spreadsheet for building permits. Also included in quarterly reports to the CAC.

V. GUIDELINES FOR PROPER INVOICING

Planner/Inspector shall submit, on a quarterly basis, an invoice and quarterly activity report to the Critical Area Commission. The invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work including a detailed expenditure sheet that identifies expenditures by budget category. Proof of payment will be provided in order for reimbursement.

In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, the Planner/Inspector may use the Salary Summary form to report salaries. In order to use this form, the Planner/Inspector will provide in writing to the Commission before the first billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc.

The following documentation for expenditures will be continued:

Category	Backup Documentation Needed
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. Hard copies of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they

	must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices with receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.
Time period of support documentation should coincide with the billing time period.	

VI. ELIGIBLE EXPENDITURES

Planner/Inspector shall submit only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category	Description
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	In-state conferences, workshops, seminars, training, or in state travel. In state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover possible expenditures, which may arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training

	<p>costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p> <p>VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u> be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.</p>
Consultants/Legal*	<p>Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted with the quarterly report and invoice.</p>
<p>*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL." In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are <u>ineligible</u> for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.</p>	
Salaries & Fringe Benefits:	<p>Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.</p>

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

Planner/inspector will submit a detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator, Vicki Johnston at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in FY 2017 shall be from July 1, 2016 through June 30, 2017. Unless there is a "No-Cost Extension" granted by the Commission, all unspent monies will revert back to the Commission by June 30th of each year.

IX. AMENDMENTS

Staff will submit amendments to the Scope of Work in writing to the Grant Administrator, Vicki Johnston. Amendments for task, budget or appropriation change will:

- 1) Include justification for the change; and
- 2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" will include:

- 1) Justification for extension; and
- 2) Detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted to the Commission in writing no later than March 1st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 1st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2017. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st. All

associated invoices and reports must be submitted by June 30, 2017 for the close of the grant.

X. QUARTERLY REPORTS

Quarterly reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the quarter, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Commission as to why tasks were not performed and/or as to why monies were not spent. A formal semi-annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator, Vicki Johnston at the Commission and written approval provided, before they can be included in the quarterly report.

An electronic copy of the quarterly report shall be submitted to the Grant Administrator, Vicki Johnston.

XI. INVOICES

The Planner/Inspector will submit invoices on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. Invoices must be submitted to the Grant Administrator, Vicki Johnston, electronically on a quarterly basis and include proper support documentation, of which the quarterly report is a part, in order to be considered valid submission. Please submit one electronic invoice, detailed expenditure sheet, support documents and quarterly activity report (one electronic copy of report as per instructions above).

Invoices dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

The 4th quarter invoice must be provided to the Grant Administrator, Vicki Johnston at the Commission no later than June 30, 2017 close of the State fiscal year.

XII. WORK PRODUCTS

The Planner/Inspector will submit one electronic copy of the invoice and quarterly status report with the exception of GIS activities and any specific or technical paper, abstract or report.

Please complete and return to Vicki Johnston to update my files:

vicki.johnston@maryland.gov

Contact Information Update: Critical Area County/ Town Contacts

In many cases there is more than one person or department responsible for the County's Critical Area Quarterly Invoice/Report Billings, requested Scope of Work and Grant Agreement signatures.

Please complete the following contact information to keep our files current.

❖ **County or Town of:** Worcester County

❖ **Address for county mailings:** 1 West Market Street, Room 1306
Snow Hill, Maryland 21863

❖ **Person responsible for quarterly invoice/report billings:**

Joy Barrs

Phone #: (410) 632-1220 ext 1161

Email address: jbarrs@co.worcester.md.us

❖ **Person responsible for submitting requested Scope of Work:**

Joy Barrs

Phone #: (410) 632-1220 ext 1161

Email address: jbarrs@co.worcester.md.us

❖ **Person responsible to receiving FY Grant Agreements for Signature:**

David Bradford

Phone #: (410) 632-1220 ext 1143

Email address: dbradford@co.worcester.md.us





United States Department of the Interior

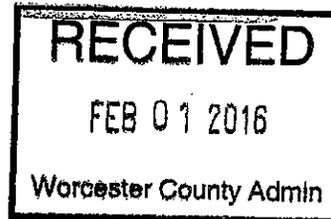
NATIONAL PARK SERVICE
Assateague Island National Seashore
7206 National Seashore Lane
Berlin, MD 21811



13

January 29, 2016

The Honorable Madison J. Bunting
President, County Commissioner
Worcester County
1 West Market Street
Snow Hill, MD 21863



Copy: Bob Mitchell ✓

For review and comment

Attn: Harold Higgins, Chief Administrative Officer

See staff
Comments
- page 33

FYI - Ed Tudor ✓

John Tustin ✓

Lisa Challenger ✓

Mary Mears ✓

Paige Murley ✓

Dear Commissioner Bunting:

The National Park Service (NPS) is pleased to present the Draft General Management Plan / Environmental Impact Statement (Draft GMP/EIS) for Assateague Island National Seashore for your review and comment. Included please find a hard copy and a thumb drive for your use. The draft is also available at:

<http://parkplanning.nps.gov/document.cfm?parkID=207&projectID=26140&documentID=70269>

Assateague Island National Seashore is at a crossroads and a new vision is needed to shape the seashore's future. The Draft GMP/EIS considers alternatives to manage changes that are occurring on the island as a result of climate change and sea level rise. Through a rigorous planning process that has involved elected officials, stakeholders, partners, and the public, we have explored a range of management alternatives. We believe that NPS's preferred alternative, alternative 3, will help set a successful path for the seashore's future. Please note that NPS elected not to consider issues related to commercial finfishing in this document.

I would be glad to come and give you or your staff a briefing at your convenience. Please call me at 410-629-6080 or email me at deborah_darden@nps.gov and I will be glad to answer any questions you may have. *

We invite you to comment on the Draft GMP/EIS and share your thoughts with us. You can make comments on the seashore's planning web site at <http://parkplanning.nps.gov/asis>. Alternatively, you can mail your comments to me at Assateague Island National Seashore, 7206 National Seashore Lane, Berlin, MD 21811.

NPS will accept comments on the Draft GMP/EIS from the public for a period of 90 days following publication of the Environmental Protection Agency's Notice of Availability in the *Federal Register*, scheduled for January 29, 2016. The closing date for comments will be May 1, 2016.

NPS will hold public open houses to solicit comments on the Draft GMP/EIS during the public review period. The public open houses are scheduled for:

- Tuesday, March 29, 2016, at the WorWic Tech Center in Salisbury, MD from 4:30 to 7:30 PM;
- Wednesday, March 30, 2016 at the Ocean Pines Library, Berlin, MD, from 6:00 to 9:00 PM;
- Thursday, March 31, 2016 at the Chincoteague Town Center in Chincoteague, VA from 4:00 to 7:00 PM

Dates, times, and locations will be announced in local papers and on the seashore's planning website, <http://parkplanning.nps.gov/asis>.

We look forward to talking with you further about the draft GMP, and to hearing from your constituents! Thank you for your continued interest in our management planning process and Assateague Island National Seashore.

Sincerely,



Deborah Darden
Superintendent



Message from the Superintendent

Dear Partners,

I am pleased to share with you this summary of the Draft General Management Plan (Draft GMP) for Assateague Island National Seashore. This planning process has been underway for several years and many of you may have received previous newsletters charting the progress of this effort.

Like many parks in the national park system, Assateague Island National Seashore is working to address complex issues that reflect our changing environment and society. One of the most challenging is the dynamic coastal processes that are natural to a barrier island like Assateague in combination with changes that are the result of climate change and sea level rise. Over the years, the National Park Service has explored ways to make visitor facilities and other seashore infrastructure at Assateague Island more sustainable and resilient—such as the seasonal, removable facilities associated with the NPS-operated beach near Toms Cove. The GMP sets the stage for managers to respond to the changes to

the island that are likely to occur due to natural processes, climate change, and sea level rise.

This Draft GMP presents four alternatives, one of which we have selected as our preferred alternative. We believe that the preferred alternative best meets the need to protect the seashore and provide great experiences for visitors. It allows for visitor facilities and activities to move over time as the island moves westward, while reducing the risk of a long-term park closure in the event of a catastrophic storm.

Your involvement has been vital to this process. Since the start of the planning process, we have absorbed ideas and advice from many sources. I hope you will share your thoughts and suggestions regarding the future management of Assateague Island National Seashore.

Sincerely,

Deborah Darden, Superintendent
Assateague Island National Seashore



WHAT IS A GMP?

A GMP defines a park's purpose and sets a management direction for decades to come. The Draft GMP for Assateague Island National Seashore is a policy-level document that provides overarching guidance to seashore managers. When approved, the GMP will serve as the foundation for all subsequent planning and management decisions. Detailed technical plans necessary to implement the GMP will be undertaken as funds become available. This future planning will also be subject to federal and state consultation and compliance requirements.

The Draft GMP is available for public review for 60 days. We welcome your comments on this summary document or on the full-text version of the Draft GMP. To read the full Draft GMP, to request a hard copy, or to submit comments, please visit www.parkplanning.nps.gov/asis. You can also comment via mail or fax (410) 629-1023.

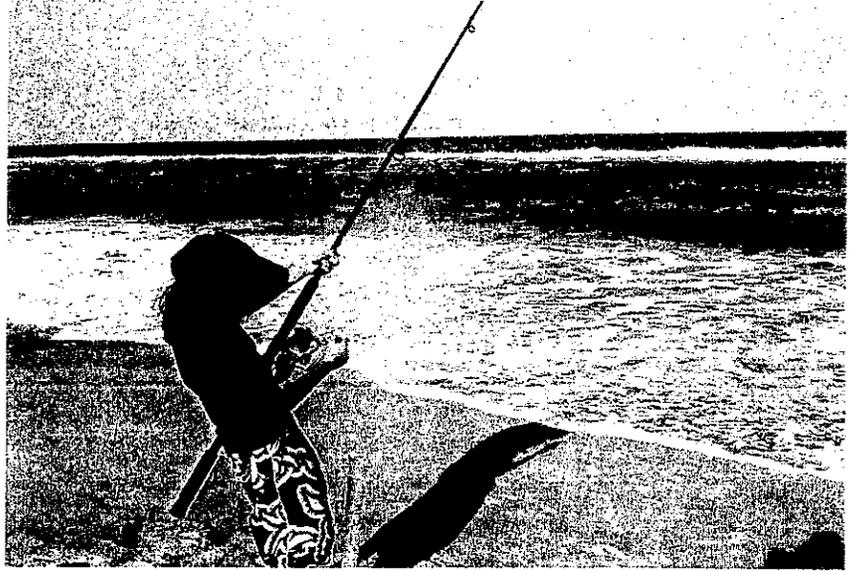
GMP PROCESS

The Draft GMP has been created over several years by an interdisciplinary team. During this process, the team has identified issues, described goals, gathered background information, consulted with partners and resource experts, involved the public at various stages, and developed four alternatives for management. We present here a brief summary of alternative directions for Assateague Island National Seashore.

The seashore is composed of the 37-mile barrier island following the eastern shores of Maryland and Virginia from the Ocean City Inlet to Toms Cove Hook encompassing approximately 41,320 acres of land and water and includes the 850-acre Assateague State Park (owned and managed by the Maryland Department of Natural Resources (MD DNR)) and Chincoteague National Wildlife Refuge (CNWR)—approximately 10,000 acres, managed by the U.S. Fish and Wildlife Service (FWS).

Concurrent with our general management planning process, FWS completed a comprehensive conservation plan (CCP) for the refuge which provides the framework for future refuge management. In August 2015, FWS released the Chincoteague and Wallops Island National Wildlife Refuges Final Comprehensive Conservation Plan and Environmental Impact Statement (CCP/EIS). Some aspects of the CCP are adopted in the Draft GMP.





PURPOSE AND SIGNIFICANCE

Purpose and significance statements were developed based on the seashore's legislative history and input from partners, the public and NPS professionals.

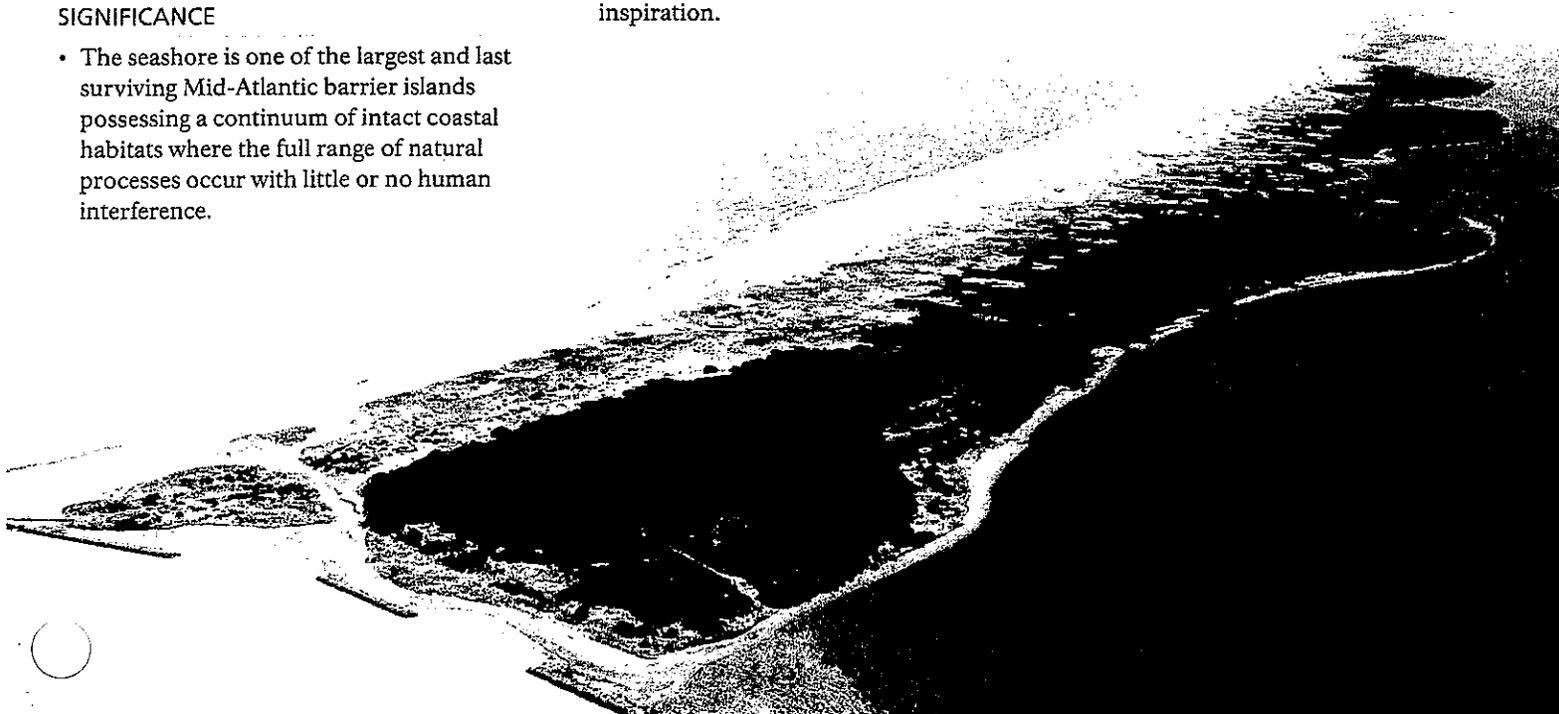
PURPOSE

The purpose of Assateague Island National Seashore is to preserve the outstanding Mid-Atlantic coastal resources of Assateague Island and its adjacent waters and the natural processes upon which they depend, and to provide high quality resource-compatible recreational opportunities.

SIGNIFICANCE

- The seashore is one of the largest and last surviving Mid-Atlantic barrier islands possessing a continuum of intact coastal habitats where the full range of natural processes occur with little or no human interference.

- The marine and estuarine waters within the seashore are a protected vestige of the high quality aquatic ecosystems that once occurred throughout the Mid-Atlantic coastal region of the United States.
- The seashore's habitats support a broad array of aquatic and terrestrial species, many of which are rare, uniquely adapted to life at the edge of the sea, and dependent upon natural ecosystem processes undisturbed by humans.
- Amidst the highly developed Mid-Atlantic region, the seashore's coastal resources provide unique opportunities for nature-based recreation, education, solitude, and inspiration.

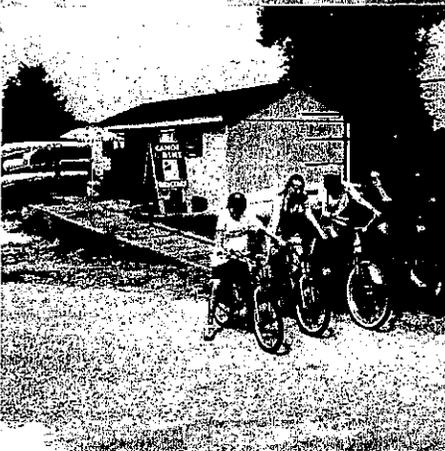
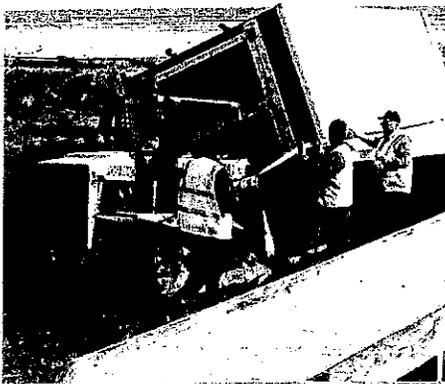


PLANNING ISSUES

The NPS completed the first GMP for Assateague Island National Seashore in 1982. Today—over thirty years later—many new issues and ideas have emerged. None of the recent NPS policies related to management and planning for all national park units are reflected in the 1982 GMP, most notably those implementing NPS's climate change response strategy, which are critical to management of a national seashore.

The seashore's planning issues revolve around several key areas including natural coastal processes and the effects of climate change and sea level rise, visitor use and visitor experience, partnerships, wilderness and cultural resources. They are expressed in the following eight questions to be addressed by the Draft GMP:

- How will the NPS respond to global climate change/sea level rise impacts on the seashore?
- To what extent will the NPS continue to provide permanent visitor facilities on the island given the dynamic nature of the island and the continuous need for public investment to maintain those facilities?
- What should the NPS do if major storms create breaches in the island that limit access?
- What safe and sustainable alternative strategies should be used to enhance visitor access to the island?
- What outdoor recreation opportunities should be available to visitors as natural coastal processes and/or the effects of climate change/sea level rise reshape Assateague Island and alter access to seashore facilities?
- How should the NPS work cooperatively with its neighbors and public agencies at all levels of government to protect Assateague Island's resources from the adverse effects of land uses and activities both outside and within the seashore's boundaries?
- How should the Assateague backcountry be managed to protect wilderness character while allowing for compatible recreation and NPS operational needs?
- How should the seashore's cultural resources be managed?





PLANNING ALTERNATIVES

In crafting the management alternatives for the seashore, the GMP planning team considered climate change and sea level rise as important factors influencing the future of the seashore. While there is uncertainty about the future pace of climate change and sea level rise, there is near consensus among those who live here and the scientific community that change is underway. Barrier islands such as Assateague Island are especially vulnerable to the effects of climate change and sea level rise, and NPS must be able to respond effectively. Any plan for the seashore's future must consider the management challenges associated with an increasingly dynamic island landform. The Draft GMP alternatives explore options to provide and protect visitor use and recreational opportunities on Assateague Island and seek new approaches to providing sustainable access and infrastructure. In this newsletter, the preferred alternative is presented first followed by a summary of the other alternatives under consideration, as well as the elements common to all action alternatives.





The NPS Preferred Alternative: Alternative 3 Sustainable Recreation and Climate Change Adaptation

Climate change adaptation would play an increasingly important role in seashore management. Over time, natural coastal processes and/or the effects of climate change/sea level rise are expected to become the dominant force shaping the character of the island. To minimize or avoid the damaging effects of natural coastal processes and/or climate change/sea level rise, visitor use infrastructure would evolve to more sustainable designs and likely shift to new, more stable locations.

Some manipulations of the natural environment would be necessary to sustain recreation opportunities but would be kept to the minimum needed. This would include limited maintenance of the existing artificial dune system as facilities and infrastructure transition to more sustainable designs. Breach management protocols would seek a reasonable balance that would generally let the island evolve naturally subject to the effects of natural coastal processes and/or climate change/sea level rise while taking into consideration needs for human safety and protection of property. Impacts

to natural sand transport processes from the jetty-stabilized Ocean City Inlet would continue to be mitigated.

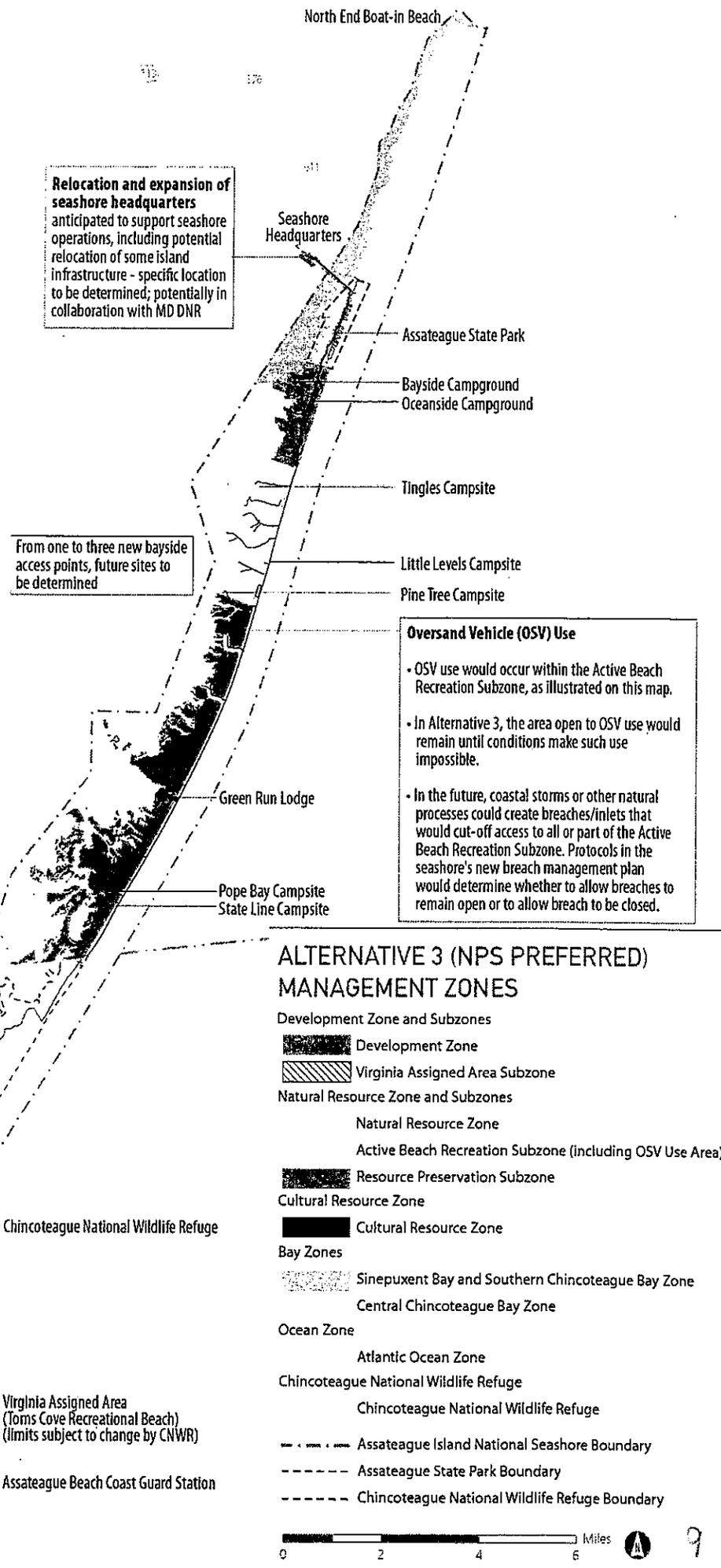
Planning and development of alternative transportation systems including shuttles, ferries, and new bayside access along Chincoteague Bay would prepare the seashore for possible loss of traditional vehicular access. Overall, visitors would enjoy expanded opportunities for sustainable recreation throughout the seashore due to additional access points throughout the seashore.

In Virginia, the NPS would continue to support beach-oriented recreational uses in the island developed area within Chincoteague National Wildlife Refuge (see actions common to alternatives 2, 3 and 4- Visitor Use and Visitor Experience in Virginia). The climate change strategies discussed here for NPS-owned lands in Maryland would not apply to Chincoteague National Wildlife Refuge and Assateague State Park.



Highlights

- The seashore's two visitor centers would increasingly become centers of learning emphasizing resource stewardship, sustainability, climate change adaptation, and seashore resource management issues.
- Facilities and infrastructure supporting visitor use in the Maryland district would be made more sustainable—relocating them as necessary on the island. As conditions require, some facilities and visitor activities could be eventually relocated to the mainland.
- As the island changes more visitors would access the island by water, using a network of new public access sites on the mainland and along the length of the seashore's bay side.
- If vehicular access to the seashore were lost, access to the island would shift to a fully water-based system composed of a new passenger ferry and the network of new public access sites.
- OSV use would continue within the existing OSV use area until conditions change. OSV use would be managed for maximum flexibility in response to changing conditions, protecting sensitive resources and minimizing conflicts with other seashore users.
- Most administrative and maintenance functions would be relocated to another mainland location to allow development of a shuttle/ferry parking facility at the current headquarters site. A combined ranger station/campground office would remain on the island, although it would be replaced with a moveable facility once the existing permanent structure is no longer sustainable.





Alternative 1

Continuation of Current Management Practices (“no-action” alternative)

The “no-action” alternative allows the continuation of projects that currently are funded or have environmental clearance, but does not allow for new programs or major changes in management.

Alternative 2

Concentrated Traditional Beach Recreation

Most visitors to the seashore would enjoy traditional beach recreation concentrated within a high density island developed area in Maryland accessible by private vehicle.

Artificial dune fortification, habitat manipulations, and possibly beach nourishment would protect the island developed area from the natural coastal processes and/or the effects of climate change/sea level rise as long as a suitable land base exists and funding is available. Breach management protocols would generally seek to repair storm overwash and breaches in the island developed area in Maryland, and to let the island’s backcountry areas evolve naturally—without interference—subject to the full effects of natural coastal processes and/or climate change/sea level rise.

Over time, the island developed area would likely be consolidated in response to the increasing challenge of protecting facilities from sea level rise and greater storm intensity. Increased crowding could lead to visitor use limits. Increased fees could be needed to offset the higher cost of providing visitor facilities.

In Virginia, the NPS would continue to support beach-oriented recreational uses in the island developed area within Chincoteague National Wildlife Refuge (see actions common to alternatives 2, 3 and 4 - Visitor Use and Visitor Experience in Virginia).

Alternative 4

Natural Island Evolution and a Primitive Island Experience

Natural evolution of the island would occur without interference and subject to the full effects of natural coastal processes and climate change/sea level rise. Breach management protocols would generally seek to let the island evolve naturally. Impacts to natural sand transport processes from the jetty-stabilized Ocean City Inlet would continue to be mitigated.

Existing visitor use facilities and infrastructure would remain in the island developed area in Maryland until such time as they are lost and/or damaged by natural

coastal processes or become obsolete. In response to the threat from climate change/sea level rise, minimal future investments would be made on the Maryland portion of the island, limited to development and maintenance of sustainable, low impact day-use facilities and primitive camping infrastructure.

Planning and development of an alternative transportation system including a passenger ferry from the mainland would prepare the seashore for possible loss of traditional land access.

Over time visitor use would shift to primarily day-use activities in a more primitive island setting. More emphasis would be placed on the role of the seashore as a protected natural environment and living laboratory for scientific research and study.

In Virginia, the NPS would continue to support beach-oriented recreational uses in the island developed area within Chincoteague National Wildlife Refuge (see actions common to alternatives 2, 3 and 4 - Visitor Use and Visitor Experience in Virginia).



COMMON TO ALL ACTION ALTERNATIVES

The following section identifies management actions common to the three action alternatives. These common actions are in addition to the actions described above for each alternative.

Community Resilience

The NPS would work in cooperation with other federal agencies, the states, counties and communities to explore how best to model the impacts of sea level rise and storm surge. These efforts would evaluate potential effects of breach management, modifications to infrastructure and other related actions on local communities and infrastructure. Together, stakeholders would explore ways to mitigate hazards and increase the resiliency of surrounding communities and infrastructure.

The NPS would develop a breach management plan to guide its response to future breaches on the island. The plan would specify the conditions under which the NPS would allow breaches to remain open or would allow breach closures. It would be based on the best science available and conform to the mission of the NPS and laws governing the seashore. It would also consider other important elements such as human safety and protection of property.

Marine Resource Management

Commercial aquaculture has been a part of the unique working marine landscape in the waters around Assateague Island since well before the seashore's inception. In all action alternatives, NPS would collaborate with the states of Maryland and Virginia and local communities to protect this way of life and seashore resources. In all action alternatives, NPS would work collaboratively to undertake natural and cultural resource studies, and would issue a special use permit under 36 CFR 2.60(3)b to the Virginia Marine Resource Commission (VMRC) within the commonwealth of Virginia to allow for the continued practice of commercial aquaculture and maintenance of the historic setting. NPS would also collaborate to develop interpretive programming and other visitor information that would illuminate the cultural heritage of the Eastern Shore and Assateague Island.

These recommendations would be consistent with current NPS policy, expand opportunities to research and understand conditions and cultural heritage associated with the marine environment, and open up avenues for constructive conversation about these management activities going forward.

NPS would prohibit the harvest of horseshoe crabs, as also proposed by the FWS in the recently completed *Chincoteague and Wallops Island National Wildlife Refuges Final Comprehensive Conservation Plan and Environmental Impact Statement (CCP/EIS)* (US FWS 2015).

Wilderness

The NPS would undertake an assessment of eligibility and prepare a new wilderness study. Potential and recommended wilderness would be generally managed to preserve, restore, and enhance natural ecological conditions and wilderness qualities while providing limited opportunities for low density, low impact primitive recreational experiences. NPS would implement a long-term monitoring program to assess the conditions and trends of wilderness character over time based on the "keeping it wild" framework, adapted for the individual characteristics of the Assateague Island Wilderness.

Visitor Use and Visitor Experience in Virginia

The NPS would continue to support beach-oriented recreational uses in the island developed area within Chincoteague National Wildlife Refuge in Virginia. NPS would continue to manage the recreational beach in accordance with the memorandum of understanding between the NPS and the FWS.

The FWS's Final CCP/EIS's preferred alternative supports continuation of the recreational beach and associated parking to be managed by the NPS. It further recommends that, "In recognition of the vulnerability of the current parking, the refuge would develop and implement a site design plan for parking and access to a new beach location, approximately 1.5 miles north of the existing beach... The new recreational beach would offer accessible parking in close proximity to the beach" (Final CCP page 2-69). NPS would work with the FWS, the town of Chincoteague, Accomack County and others to design the new recreational beach sensitively, to respond to both the natural environment and the needs of the area's visitors.

The Final CCP's preferred alternative proposes that the transition would occur over time and in the meantime, NPS would maintain beach recreation and parking at the current location, so long as the land base is available to support this use. Until the beach moves, NPS would maintain the Toms Cove Visitor Center. If possible, after the beach relocation, the Toms Cove Visitor Center will be used as a base for environmental education programs until it is no longer serviceable. Environmental Education programs would continue at the Toms Cove location even after the building is gone; seasonal OSV and hiking access will continue in this area. NPS is committed to working with FWS and other partners to evaluate cost-effective and sustainable strategies to improve resiliency at the overwash location while at the same time improving wildlife habitat.

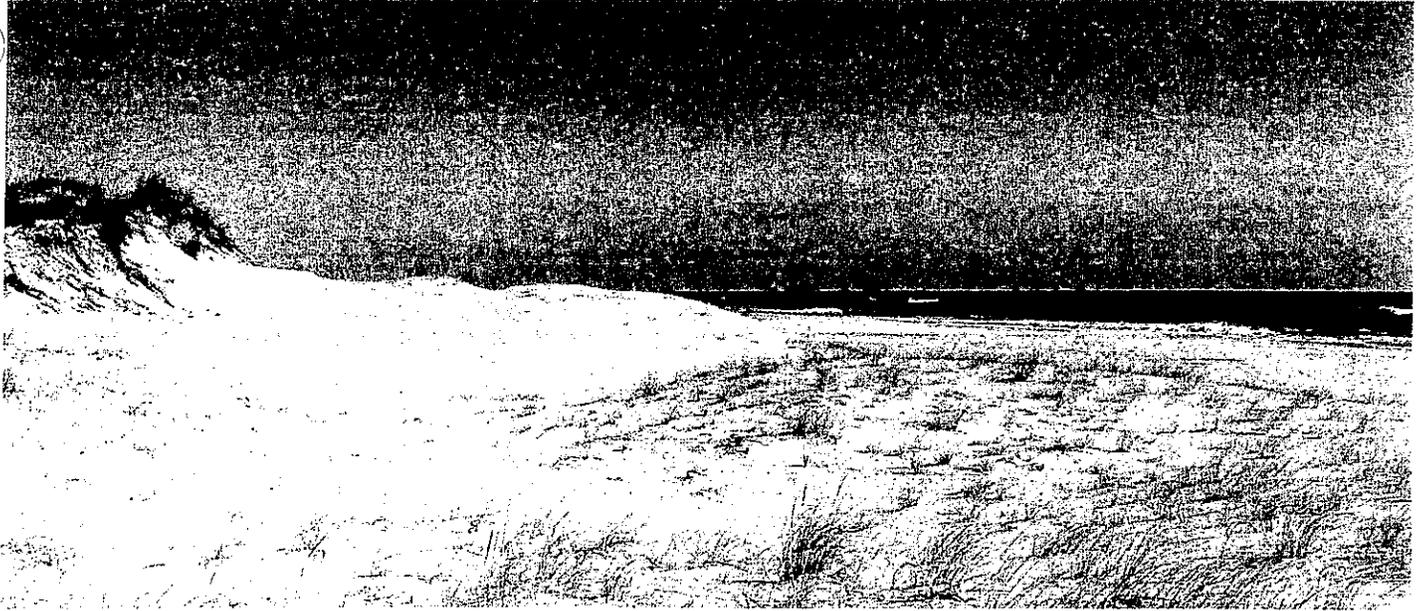
OSV use in Virginia would continue to be determined by the FWS; NPS would continue to cooperate with FWS to provide OSV access.

Seashore Facilities and Operations in Maryland

The NPS and MD DNR would explore the potential for a consolidated, jointly operated entrance station to Assateague Island located on the mainland. This would provide efficiencies, better manage the number of vehicles accessing the island, achieve shared resource and visitor use management objectives, and facilitate operation of a shuttle system.

Existing automobile-based access to the seashore would continue as long as it remains sustainable in the context of natural coastal processes and/or the effects of climate change/sea level rise. On peak days—once parking capacity is reached—the seashore would close to additional vehicles. Visitors still wanting to get to the seashore in Maryland would park near the visitor center on the mainland and ride a commercial shuttle to the beach and other attractions on the island. Over time as parking capacity on the island is reduced as a result of natural coastal processes and/or climate change/sea level rise, shuttle facilities on the mainland would expand to support a larger shuttle operation providing additional parking to meet growing demand and offering more frequent service with more shuttle vehicles.





Why Alternative 3 is Preferred

The NPS preferred alternative is the alternative which it believes would best accomplish the purpose and the need of the proposed action while fulfilling its statutory mission and responsibilities, giving consideration to economic, environmental, technical and other factors.

The NPS has identified alternative 3 as the NPS preferred alternative to guide long-term management of Assateague Island National Seashore. NPS decision makers considered the information collected during scoping, the results of the impact analysis, and the seashore's purpose and significance. Findings supported selection of alternative 3 as the NPS preferred alternative because it would provide the highest degree of enhanced public use and enjoyment of the seashore, would provide the highest degree of protection to the seashore's fundamental and other important resources and values, would offer the greatest potential for enhanced coastal resiliency, and would support the most effective organizational management for the seashore.

A Note about Funding

The implementation of the approved GMP, under any of the alternatives, will depend on future NPS funding and service-wide priorities, as well as partnership funds, time and effort. Please note that the approval of the GMP does not guarantee that funding and staffing needed to implement the GMP will be forthcoming. Full implementation of the approved GMP could be many years in the future, and would depend on the rate of change to the island's access and resources as a result of major storms and/or sea level rise.





National Park Service
U.S. Department of the Interior

Assateague Island National Seashore
7206 National Seashore Lane
Berlin, MD 21811



This newsletter is a publication of the National Park Service, Assateague Island National Seashore. For additional information, please contact Superintendent, Assateague Island National Seashore, 7206 National Seashore Lane, Berlin, MD 21811 or call (410) 629-6061.

Visit us on the web at www.nps.gov/asis

HOW TO COMMENT ON THIS PLAN

To download a full version of the Assateague Island National Seashore Draft GMP/EIS, please visit the NPS Park Planning website at www.parkplanning.nps.gov/asis and click on the "Open for Comment" tab on the left. A printed copy of the document can be made available upon request. Comments on the draft GMP/EIS are welcome and may be submitted during the 60-day review and comment period, using one of the methods noted below.

ONLINE

www.parkplanning.nps.gov/asis

We encourage readers to submit comments online through the park planning website which incorporates the comments into the NPS Planning, Environment, and Public Comment (PEPC) system. An electronic public comment form is provided through this website.

MAIL

Assateague Island National Seashore
7206 National Seashore Lane
Berlin, MD 21811

Attn: Assateague GMP Comments

FAX

410-629-1023

Attn: Assateague GMP Comments

HAND DELIVERY

Comments can be dropped off at seashore headquarters (7206 National Seashore Lane, Berlin, MD 21811) or at public information sessions, which will be announced in the local media following the release of this plan.

PLEASE NOTE

Please note that the names and addresses of people who comment become part of the public record. Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available. While you can ask us in your comment to withhold personal identifying information from public review, we cannot guarantee that we will be able to do so.



Assateague Island National Seashore
General Management Plan

Welcome

- Welcome to our public information sessions.
- We are preparing a plan that will guide seashore management over the long term.
- Your thoughts and ideas about the seashore's future are important to us.

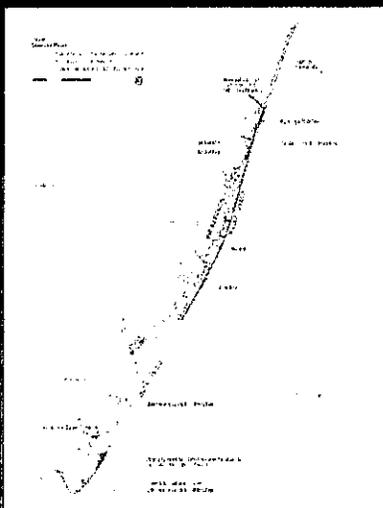


**Congress established Assateague Island National Seashore in 1965
as a unit of the National Park System for the purposes of:**

*...protecting and developing Assateague Island in the states
of Maryland and Virginia and certain adjacent waters and
small marsh islands for public outdoor recreational use and
enjoyment...*

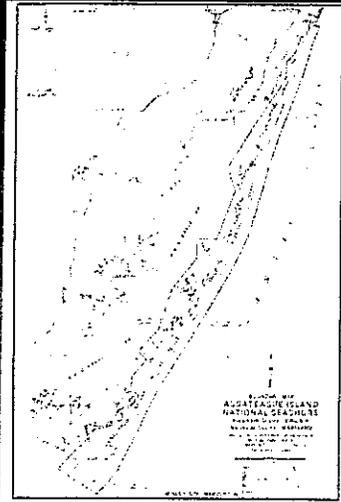


The Seashore



- 37 miles of island
- 50,000 acres in two states (Maryland and Virginia)
- boundary up to one-half mile of ocean/bay (less near Chincoteague)
- 2.2 million visitors (about 1.2 million in Chincoteague)
- includes Chincoteague National Wildlife Refuge
- includes Assateague State Park

The Seashore's Boundary



- established by legislation in 1965
- *Federal Register Notice*, in 1985, updated 1965 map
- clarified with metes and bounds
- boundary moves with island so it is never more than ½ mile from shore
- waters are "subject to the jurisdiction of the United States within . . . park units. . . without regard to ownership of the submerged lands (36 CFR 1.2(a)(3))"

Virginia Regional Context



- Town of Chincoteague
- Wallops Flight Facility
- Navy Facilities
- VA Spaceport
- Refuge
- NPS-Operated Recreational Beach

All units of the National Park System have a General Management Plan.

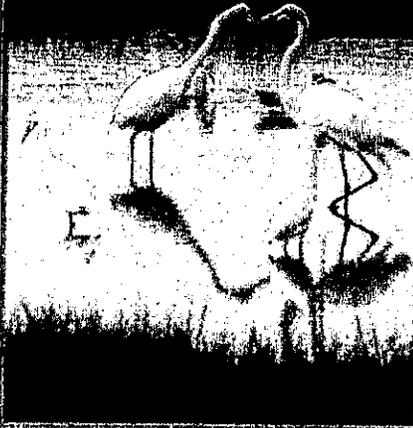


Assateague Island's first plan was completed 34 years ago and it is time to update it.



- Many plan recommendations have been implemented.
- Some recommendations were not implemented and are no longer relevant.
- Old issues have disappeared and new issues have emerged.

What will the seashore's new GMP do?



Items addressed:

- how resources are managed
- what visitors experience and do
- what kinds of facilities are available
- how visitors get to and move around the seashore
- boundary adjustments

What will the seashore's new GMP not do?



The new GMP will not:

- resolve all the issues
- provide details about how to manage resources
- provide detailed facility designs
- guarantee funding

How do we decide how to manage the seashore?



To make decisions about managing the seashore...

- We consider the natural forces that shape the island and the needs for protecting its resources.
- We consider what the public wants to have happen on the island.
- We cooperate with our partners who have a stake in the seashore's future.

Our planning work began with developing a foundation statement, which is the first step in the GMP effort.



- The foundation statement reflects the seashore's purpose, significance, fundamental resources and values, as well as interpretive themes.
- It helps keep the seashore's management focused on what is most important about the seashore and the reasons why it was established as a national seashore.

Next, the planning team moved into an analysis of current resource conditions at the park, including:



- identification, mapping, and analysis of current conditions, and existing and potential future threats to the seashore
- gathering information on stakeholder interests, ideas, and suggestions from the public
- identification of data gaps related to the seashore's fundamental resources and values

In the summer and fall of 2009, we met with you and asked for your ideas for the plan:



- Your comments helped us understand what was important to you and the scope of issues to be addressed in the plan.

What issues are we facing at the seashore?



- responding to natural coastal processes and the effects of climate change/sea level rise
- sustainability of traditional facilities and infrastructure, including vehicle access and need for alternative transportation
- backcountry management—protection of wilderness character
- unresolved legal issues with aquaculture and horseshoe crab harvest
- Chincoteague—plan adopts FWS CCP for beach recreation; climate change impacts to Chincoteague and Wallops
- concentrated recreation on the North End in Maryland

How could natural forces influence future protection and enjoyment of the seashore?



- Assateague Island is a barrier island that extends 37 miles along the coast.
- It is a highly dynamic place in a state of constant change.
- Most climate change models suggest that the island will become much more dynamic over the next few decades.
- A more dynamic island will make it more difficult to maintain traditional recreation access.
- Managers must prepare today for that event.

How does the GMP respond to possible impacts of climate change/sea level rise?

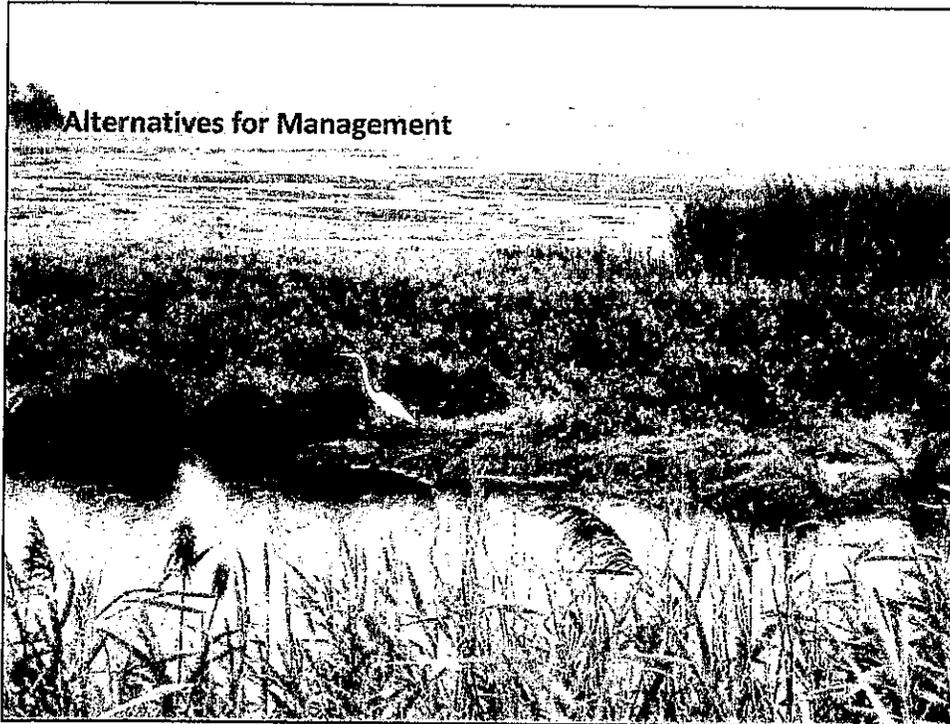


Most of this GMP is about how to manage for island movement and sea level rise in the Maryland portion of the seashore.

The planning team agreed that we must set the stage for future managers to deal with climate change by:

- transitioning to sustainable and limited infrastructure on the island
- preparing to provide alternative access
- preparing to move unsustainable infrastructure to the mainland
- preparing for when the island is breached

Alternatives for Management



What will the seashore be like in years to come?



The new plan describes...

- how park managers will respond to dynamic natural forces that shape the seashore
- how resources will be protected
- how visitors will experience the seashore
- how visitors will travel to and around the seashore

What alternatives are we considering?



We are considering four alternatives for managing the seashore in the future...

1. continuing what we do today
2. maintaining traditional beach recreation
3. sustaining recreation while adapting to climate change
4. letting the seashore evolve naturally with a more primitive island experience

Alternative 1 – Continuation of Current Management



Main Ideas

- traditional beach recreation continues
- access by private vehicle continues – parking demand exceeds capacity on peak days
- driving on beach continues within existing OSV zone (access subject to beach conditions) (KM 16 to KM 35)
- no planning for if and when road access is lost
- uncertain response to breaches and/or new inlet formation
- high risk from storm damage

Alternatives 2, 3 and 4 What is common to the action alternatives that is of interest to Virginia?



- GMP adopts USFWS CCP action on relocation of recreational beach
- work with partners and MACRI to ensure resiliency of Assateague, Chincoteague and Wallops Islands
- develop breach management plan to guide NPS response to future breaches on NPS owned land
- prepare updated wilderness study to address changing conditions and content of management

How does the GMP address commercial finfishing and aquaculture?



Background

- as noted in the seashore's recent *Ethnographic Overview and Assessment*:
"No enterprise better represents Assateague Island and its waters than does the fishing industry. The traditions of 'watermen' and their communities provide the thread for associations that run through the generations."
- aquaculture history dates to 1860s, with leasing to the turn of the 20th century
- seashore's boundary includes ocean and bay waters that have been used for generations by watermen

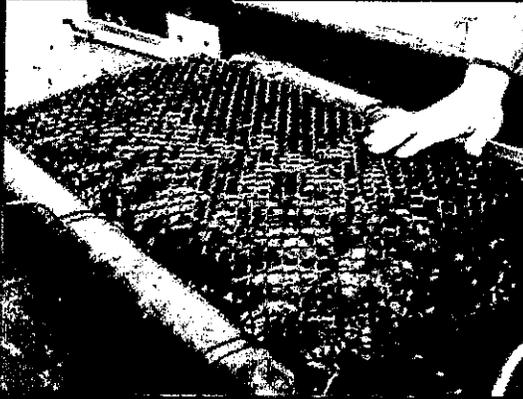
Commercial Shellfishing



Public Law 89-195:

"Provided , That nothing in sections 459f to 459 f-11 of this tittle, shall limit or interfere with the authority of the States to permit or to regulate shellfishing in any waters included in the national seashore."

Aquaculture



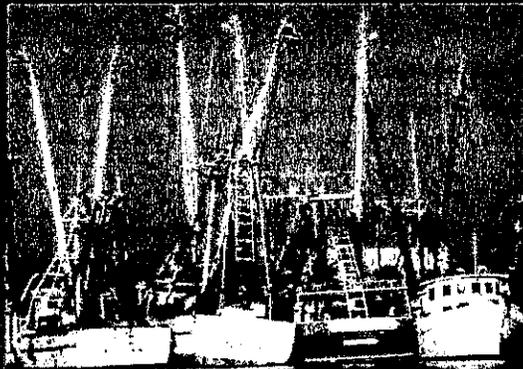
- Commercial aquaculture is considered “agriculture”
- Plan recommends allowing commercial aquaculture under the historic scene exemption of 36 CFR 2.60(3)b by issuing a special use permit to the Commonwealth of Virginia VMRC.
- Aquaculture permittees should see no difference in permit management.

Horseshoe Crab Harvest



- Horseshoe crabs are arachnids, not crustaceans.
- Therefore, they are wildlife and their harvest is prohibited in national parks (36 CFR 2.2).
- Wind down this use over time.

Commercial Finfishing



- GMP does not consider commercial finfishing.
- No action will be taken by NPS.
- Commercial finfishing will continue as it always has.

What else is common to the alternatives 2, 3 and 4?



- continuation of North End Restoration Project (Sand Bypass)
- Maryland entrance station relocated to mainland (operated as a joint ASIS/Assateague State Park facility) (requires state legislation)
- Maryland visitor capacity limit set at parking capacity—when island parking capacity reached, no additional vehicles; new motor vehicle based alternative transportation (ATS) facilities and infrastructure for use when parking is exceeded
- additional housing for seasonal employees in Maryland and/or Virginia

Alternative 2 – Concentrated Traditional Beach Recreation



Main Ideas

- traditional beach recreation concentrated within a high density developed area accessible by private vehicle
- move sand—dune stabilization, habitat manipulation, and possibly beach nourishment, as needed, to protect developed area for as long as possible
- over time, developed area shrinks due to accelerated sea level rise and greater storm intensity
- property acquired for development of alternative transportation parking in the general vicinity of seashore headquarters
- high density visitor use at the north end of the island not allowed
- shortened OSV Zone

Alternative 3 – Sustainable Recreation and Climate Change Adaptation (PREFERRED ALTERNATIVE)

The preferred alternative would expand opportunities for sustainable recreational use of the seashore while preparing for and adapting to climate change over an extended period of time.



Alternative 3 – Sustainable Recreation and Climate Change Adaptation (PREFERRED ALTERNATIVE)



Main Ideas

- decisions regarding visitor access and facility development emphasize sustainability in the context of barrier island processes and climate change
- over time, visitor use infrastructure evolves to more sustainable designs and likely shifts to new, or stable locations both on and off island, depending upon the magnitude of changes
- property acquired to expand mainland developed zone (for relocation of the administrative complex and to allow space for alternative transportation parking) (and possibly a ferry terminal to be operated as a concession)

Alternative 3 – Sustainable Recreation and Climate Change Adaptation (PREFERRED ALTERNATIVE)



Main Ideas (continued)

- OSV use managed for maximum flexibility—options include area closures, special seasons, variable density limits, and seasonal closures
- 1 to 3 new points of departure on mainland to support water-based access to the island (including property acquisition)
- 1 to 3 new bayside access points to the island
- North End use allowed only with docking permit
- support for partner efforts to acquire conservation easements and other legal interests in land within the Chincoteague Bay watershed (to protect water quality and to enhance coastal resilience)

Alternative 4 – Natural Island Evolution and a Primitive Island Experience



Main Ideas

- continued visitor use of existing facilities and infrastructure until such time as they are lost and/or damaged by coastal processes
- lost facilities either not replaced or minimally replaced with sustainable substitutes
- visitor use becomes almost entirely limited to day-use activities, although some primitive camping remains available

Schedule for Completion

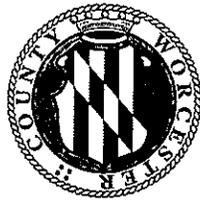
Timeframe	Planning Activity
Winter/Early Spring 2016	Draft GMP/EIS on Public Review
May 1, 2016	Draft GMP/EIS Public Review Ends
Summer 2016	Washington Permission to Print – Final GMP/EIS
Fall 2016	Final GMP/EIS
Winter 2016	Record of Decision



Contact Information:



**Deborah Darden
Superintendent
Assateague Island National Seashore
7260 National Seashore Lane
Berlin, MD 21811
410-629-6080**



Tab

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, County Administrator

From: Robert J. Mitchell, LEHS, REHS
Director 

Subject: Assateague Island National Seashore
General Management Plan

Date: April 12, 2016

The Assateague Island National Seashore was established by Congress in 1965 to preserve the outstanding Mid-Atlantic Coastal resources of Assateague Island and its adjacent waters and the natural processes upon which they depend, and to provide high quality resource-compatible recreational opportunities. Assateague Island National Seashore is composed of the 37 mile barrier island extending from the Ocean City Inlet in Maryland, to Tom's Cove Hook in Virginia. The National Park Service (NPS) is preparing a new General Management Plan (GMP) and Environmental Impact Statement (EIS) for the Seashore. To that end, Ms. Deborah Darden, Superintendent of the Assateague park will be present at the meeting on April 19th to give an overview of the GMP and take questions on the plan.

The GMP is a policy-level document that defines the park's purpose and sets a course for the management of the park for many years to come. The NPS have presented four alternatives which are described in the GMP for future park management:

1. **Alternative 1 – Current Management:** This would be a continuation of current management and ongoing projects that are funded and would allow them to proceed but does not allow for new programs or major changes in management.
2. **Alternative 2 – Traditional Beach Recreation:** Most visitors would enjoy traditional beach recreation concentrated within a high-density developed area accessible by private vehicle. Over time the developed area will likely be consolidated in response to protecting the existing facilities and the result would be crowding, visitor use limits and reduced access to the backcountry as those areas would be allowed to naturally evolve and would not be restored in the same manner as storm overwash and breaches of the dunes.
3. **Alternative 3 – Sustainable Recreation and Climate Change Adaptation (NPS Preferred Alternative):** The infrastructure serving visitors to the island will adapt by

Citizens and Government Working Together

utilizing more sustainable designs and likely shift to more sustainable locations both on and off the island. They would look to create three new bayside access points for watercraft for low-density visits. Oversand vehicle access (OSV) will continue in the existing area until conditions change and then would be limited to access areas above the breached area(s). If vehicular access to the island were lost, access to the island would shift to a fully water-based system composed of a new passenger ferry and the network of new public access sites.

4. **Alternative 4 – Natural Island Evolution and Primitive Island Experience:** This option assumes the most aggressive position on the range of possibilities and the highest estimate of impacts from future sea level rise. The island would evolve naturally, breaches would be allowed to evolve naturally without intensive repairs and the island infrastructure would be eventually abandoned when lost or damaged. The planning and development of an alternative transportation system including a ferry for day use would begin.

The NPS acknowledges that the island continues to move westward and is planning for infrastructure that is both movable and sustainable. The outcomes for each alternative vary considerably, especially in Alternative 4, which would allow all the existing structures to eventually go away when damaged or destroyed.

There are a couple of areas where either topics are solely in the County's interest or in the mutual interest of the County and the Town of Ocean City to comment on and seek clarification and assurances from the NPS on items of concern. They would include:

- The North-End Restoration Project (6 mile area south of the inlet) – Assurances of commitments beyond the 12 year project timeframe for placement of dredged sand. This would include review of Corps budgeting for the renewal of the existing long-term replenishment project.
- Of particular concern is making NPS aware of the long-term planning and dredging efforts for the shoaling in the Ocean City Inlet and the additional materials that may be generated if funding for more aggressive dredging actions are secured. This would provide additional materials for placement in this northern end, where overwash and breaching are real concerns for developed properties on the mainland adjacent to this area. These properties include housing developments on the northern portion of the Rt 611 corridor and the Ocean City Municipal Airport.
- Conceptually, under what conditions the NPS could foresee an abandonment of the Verrazano Bridge that currently is used to access the island from the mainland.
- The movement westward to the mainland with infrastructure improvements and intensifications of existing properties. The County has worked hard to preserve the scenic corridor to the seashore and, as such, there are very limited areas where relocation of facilities can occur outside the northern portion of the Rt 611 corridor. What coordination efforts are envisioned by the NPS with the local partners to plan for such relocations?
- Would the additional water access points be linked in with ongoing planning and visioning for the Berlin to Assateague corridor trail system?

Citizens and Government Working Together

We would respectfully request the County Commissioners approve of staff finishing formal comments on the GMP for submission to the NPS for this plan including a specific discussion of the concerns listed above and any additional topics of concern arising from the presentation by the Superintendent.

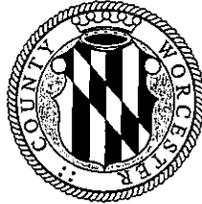
If you have any questions or need any information, please do not hesitate to contact me. I have attached the newsletter summarizing the plan and also included a printout of Superintendent Darden's presentation for your review.

Attachments

cc: Lisa Challenger
Paige Hurley
Ed Tudor



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



14

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CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 16, 2016

FAXED
3/16/16 @ 10:20am

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

Please print the attached Notice of Introduction of Bill 16-3 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 31, 2016 and April 14, 2016. Thank you.

NOTICE OF INTRODUCTION OF BILL 16-3 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 16-3 (Natural Resources - Nonprofit Offices in Resource Conservation Area) was introduced by Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell on March 15, 2016.

A fair summary of the bill is as follows:

§ NR 3-108(d)(9). (Adds this new paragraph to the list of nonresidential land uses permitted in Resource Conservation Areas in the Atlantic Coastal Bays Critical Area where such uses are permitted by the terms of the Worcester County Zoning and Subdivision Control Article and as determined by the department to be an office or establishment for a nonprofit environmental conservation and land preservation organization, provided that the organization shall maintain a nonprofit or tax exempt status, and the total use area shall not exceed twenty thousand square feet exclusive of passive recreation areas such as paths and trails, wildlife observation areas and picnic areas.)

A Public Hearing

will be held on Bill 16-3 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on Tuesday, April 19, 2016 at 11:00 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center and is available on the County Website at <http://www.co.worcester.md.us/commissioners/legsltn.aspx>.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 16-3

BY: Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell
INTRODUCED: March 15, 2016

A BILL ENTITLED

AN ACT Concerning

Natural Resources - Nonprofit Offices in Resource Conservation Area

For the purpose of authorizing the offices or establishments utilized by nonprofit environmental conservation and land preservation organizations within Resource Conservation Areas in the Atlantic Coastal Bays Critical Area.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subparagraph 9 be added to Subsection NR 3-108(d) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

- (9) An office and/or establishment utilized by a nonprofit environmental conservation and land preservation organization, subject to the following:
 - A. Organizations shall maintain a non-profit and/or tax-exempt status; and
 - B. The total use area shall not exceed twenty thousand square feet in area. Areas of passive recreation such as walking, hiking, bicycle paths and trails, wildlife observation areas, and picnic areas shall not be subject to this limitation.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 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



Worcester County
Department of Environmental Programs

RECEIVED
MAR 07 2016
Worcester County Admin

If Introduced
Bill 16-3
Public Hearing - April 19, 2016

Memorandum

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

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

Subject: Text Amendment Application – Natural Resources Article, Atlantic Coastal Bays Critical Area
Permit Nonprofit Environmental Conservation and Land Preservation Offices in Resource Conservation Areas (RCA)

Date: March 7, 2016

The Department is in receipt of a text amendment application submitted by Mr. Hugh Cropper seeking to amend the Natural Resources Article to add an additional land use within the Resource Conservation Area (RCA) of the Atlantic Coastal Bays Critical Area located at § NR 3-108. Specifically, the proposed amendment seeks to add an additional land use definition, located at § NR 3-108 (d), by adding subsection (d) (9) to include the requested use.

Mr. Cropper's original request was reviewed internally, and with staff at the Maryland Critical Areas Commission (CAC). We have made changes to the originally requested language which met the applicant's needs and satisfies the intentions and accordance of the RCA in providing this land use opportunity to property owners within this district category.

As indicated, in the attached memorandum from David Bradford, Deputy Director, staff has reviewed the proposed amendment and completed a minor revision in communications with the applicant and the CAC.

The amendment is designed to provide for offices and/or establishments located within the RCA that serve environmental, conservation, land preservation, and other similar natural resource-based non-profit organizations. As these organizations directly work to support, conserve, and restore resource conservation areas in Worcester County, their location within the RCA, should such facilities become available, needs to be provided for within the Natural Resources Article. As noted in Mr. Bradford's memorandum, the RCA is the most restrictive designation within the

Critical Area program and is characterized by wetlands, forests, agricultural lands and various other nature dominated environments. These organizations work for the betterment of these areas and their presence within these environments should be supported.

As presented, staff gives this amendment a favorable recommendation and finds that the text change is consistent with the intentions and harmony of the RCA while providing for this additional use within the designated RCA portions of Worcester County.

Attached you will find a copy of the entire application package and a draft paper copy of the proposed amendment in Bill form. An electronic version of the draft legislation has been transmitted to your office for your convenience should one of the County Commissioners wish to introduce the amendment at the upcoming legislative session on March 15, 2016.

As always, I will be available to discuss the proposal with you and the County Commissioners at your convenience. In the interim please do not hesitate to contact me should you have any questions or require additional information.

Attachments

cc: David Bradford
Katherine Munson

1. The additional dwelling unit is located within the primary dwelling unit or its entire perimeter is within one hundred feet of the primary dwelling unit, it does not exceed nine hundred square feet in total enclosed area, and it is served by the same sewage disposal system as the primary dwelling unit; or
 2. The additional dwelling unit is located within the primary dwelling unit, is built so that its construction does not increase the amount of impervious surface already attributed to the primary dwelling unit, and it is served by the same sewage disposal system as the primary dwelling unit.
- B. An additional dwelling unit meeting all the criteria of this section that is separate from the primary dwelling unit may not be subdivided or conveyed separately from the primary dwelling unit.
- C. The provisions of this section apply to density calculations only and may not be construed to authorize the County to grant a variance, unless the variance is granted in accordance with the requirements and standards in this Subtitle for variances in the Atlantic Coastal Bays Critical Area.
- D. The County shall maintain records of all building permits issued under this section for additional dwelling units considered part of a primary dwelling unit and shall provide this information on a quarterly basis to the Critical Area Commission.

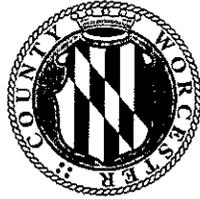
(d) Land use in the Resource Conservation Area. In addition to the uses specified above, certain nonresidential uses may be permitted in Resource Conservation Areas if permitted by the terms of the Zoning and Subdivision Control Article and if it is determined by the Department that the proposed use is one of the following:

- (1) A home occupation as an accessory use on a property used for residential purposes and as provided for in the County's Zoning Ordinance;
- (2) A golf course, excluding principal buildings and/or structures such as the clubhouse, pro-shop, parking lot, etc.;
- (3) A cemetery that is an accessory use to a church existing as of June 1, 2002 if impervious surfaces are limited to twenty thousand square feet or 15% of the site, whichever is less;
- (4) A bed-and-breakfast facility located in a residential structure existing as of June 1, 2002, and where meals are prepared only for guests staying at the facility;
- (5) A gun club or skeet shooting range or similar use, excluding main buildings and/or structures, such as a clubhouse, snack bar, etc.;
- (6) A day-care facility in a dwelling where the operators live on the premises and there are no more than eight children;
- (7) A group home or assisted living facility with no more than eight residents;

- (8) A public or private non-commercial dock or pier and passive recreational areas. [Added 3-17-2015 by Bill No. 15-1]
- A. Dock or pier and passive recreational areas may include:
1. Floating platforms for the launching and retrieval of non-motorized watercraft;
 2. A pervious storage structure for non-motorized watercraft not to exceed twenty thousand square feet in area; and
 3. Passive recreation such as walking, hiking, bicycle paths and trails, wildlife observation areas, and picnic areas.
- B. Dock or pier and passive recreational areas may not include principal uses and structures or accessory uses and structures including but not limited to: gazebos, pavilions, clubhouses, restrooms, and parking areas.
- C. Lot coverage shall be limited to fifteen percent of the site.

§ NR 3-109. Implementation of the Atlantic Coastal Bays Critical Area provisions.

- (a) Regulated activities and applicability. It shall be unlawful to pursue any new, expanded or intensified activities within the Atlantic Coastal Bays Critical Area, such as development or redevelopment, grading, clearing, sediment and erosion control, timber harvesting, shoreline erosion control, installation of a septic system and drain field, operation of a waste collection or disposal facility, operation of a commercial or private marina or other water-related commercial or industrial operation (whether public or private), mining (whether surface or sub-surface) or quarrying, farming or other agriculturally-related activities, without first obtaining approval by the Department after review under the provisions of this Subtitle.
- (b) Responsible agency. All applications for such County permits and licenses that are issued by the County shall be made to the pertinent department. The Department shall make available to all agencies involved in overseeing regulated activities a set of maps showing the location so that these agencies may identify affected properties subject to said referrals. Applications for timber harvesting shall be reviewed by the Department of Natural Resources through the District Forestry Board. Applications for mining and quarrying shall be reviewed by the Department and appropriate State agencies. Applications for farming or other agriculture-related activities shall be reviewed by the Department or the County Soil Conservation District, depending on the nature of the proposed activity.
- (c) Process. Upon receiving the referred application, the Department shall review the application for compliance of the activity with the requirements of this Subtitle. The Atlantic Coastal Bays Critical Area review includes, but is not limited to, evaluating the one-hundred-foot buffer, area of impervious surface, area of forest cover, area of steep slopes, location of tidal or non-tidal wetlands and their buffers, and the mitigation plan if required.



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE COMMISSION
CRITICAL AREA PROGRAMS
FOREST CONSERVATION

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
COMMUNITY HYGIENE
AGRICULTURAL PRESERVATION
ADVISORY BOARD

MEMORANDUM

TO: Bob Mitchell, Director
FROM: David M. Bradford, Deputy Director *DMB*
DATE: March 3, 2016
SUBJECT: Text Amendment for Natural Resources Article – Atlantic Coastal Bays Critical Area

We have received a text amendment request from Mr. Hugh Cropper IV of the law offices of Booth, Booth, Cropper, & Marriner on behalf of Ayres Creek Family Farm, LLC which seeks to amend the Natural Resources Article of the Worcester County Code. The particular portion of the Article of which is the interest of the amendment, is specifically pertaining to the allowable land uses within the Resource Conservation Area (RCA) of the Atlantic Coastal Bays Critical Area located at § NR 3-108. This specific purpose of this amendment proposes to revise and add an additional land use category located at § NR 3-108 (d), Worcester County Code page NR 3:32.

A. Proposed revised text, addition, or deletion:

Add subsection (d)(9) to read:

“(9) Offices and/or establishments utilized by environmental, conservation, land preservation, and other similar natural resource based non-profit organizations.

A. Organizations shall maintain a non-profit and/or tax-exempt status.

B. Use area shall not exceed 20,000 square feet in size. Areas of passive recreation such as walking, hiking, bicycle paths and trails, wildlife observation areas, and picnic areas shall not be subject to this limitation.”

B. Reasons as to why the text amendment or text change is necessary and therefore requested:

To permit nonprofit environmental conservation and land preservation offices within the Resource Conservation Areas located in the Atlantic Coastal Bays Critical Area. The applicant believes that nonprofit environmental and conservation groups are actually supportive of the spirit and intent of

the Resource Conservation Areas, and their location within these Resource Conservation Areas should be promoted.

As you are aware, the Resource Conservation Area (RCA) designation within the Critical Area program is the most restrictive and is characterized by wetlands, forests, agricultural lands and various other nature dominated environments. Development, redevelopment, and land use activities occurring within this designation shall take place in a manner to conserve, protect, and enhance ecological values of the Critical Area as well as maintain and support agriculture, forestry, aquaculture, and fishery activities.

Upon original receipt of this request, staff conducted a thorough review of the amendment as well as forwarding to the State Critical Area Commission (CAC) staff for review and comment. Upon receipt of CAC comments which recommended some minor language additions and modifications, staff has since worked diligently with the applicant to further tailor this request to arrive at an amicable amendment as to which version has been presently provided.

Staff gives a favorable recommendation to this current version of the text amendment as it is consistent with the intentions and harmony of the RCA while also providing educational benefits to the community by allowing the establishment of these nonprofit groups within this designation.

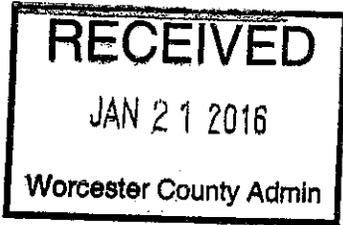
As per NR 3-110, proposals for all amendments and refinements other than those for growth allocation shall be reviewed and acted upon by the County Commissioners but shall first be referred to the Department for review and subsequent recommendation. It is important to mention that these types of amendments and refinements are not required to go before the Planning Commission prior to going to the County Commissioners. This amendment will require a minimum of one public hearing to be held as well as circulation of the proposed hearing time and location within local newspapers. Upon approval of the bill associated with this amendment, it will then be forwarded to the CAC for final determination and approval.

If you have any further questions please let me know. I will make myself available the day that this will be presented to the Commissioners in the event any questions are raised.

Attachments: Text Amendment Request dated December 9, 2015 from Hugh Cropper IV, esquire on behalf of Ayres Creek Family Farm, LLC.

Letter from Critical Area Commission Staff dated March 7, 2016.

Cc: Joy Barrs, Natural Resources Planner
File.



Worcester County Commissioners
Government Office Building
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Please Type or
Print in Ink

Copy: Bob Mitchell ✓
for processing

PETITION FOR AMENDMENT OR REFINEMENT TO OFFICIAL TEXT
OF THE NATURAL RESOURCE ARTICLE

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: _____

Date Received by ENV. PROGRAMS : 1/21/16

I. Application - Proposals for any amendment or refinement may be made by any interested person who is a resident or taxpayer in the County or by any governmental agency of the County. Check applicable status below:

A. Resident of Worcester County. _____

B. Taxpayer of Worcester County. XXX

C. Governmental Agency _____

(Name of Agency)

II. Proposed Change to Text of the Natural Resources Article.

A. Section Number: NR 3-108(d)

B. Page Number: 302.3

C. Proposed revised text, addition or deletion:

Please See Attached

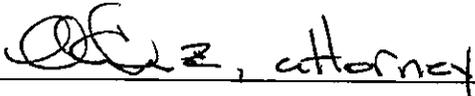
III. Reasons for Requesting Text Change:

A. Please list reasons or other information as to why the proposed text change is

necessary and therefore requested:

Please See Attached

IV. Signature of Applicants

Signature:  , attorney

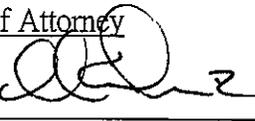
Printed Name of Applicant: Ayres Creek Family Farm, LLC

Mailing Address: 9428 Stephen Decatur Highway, Berlin, Maryland 21811

Phone Number: 410-213-1900 E-Mail: tburbage@burbageproperties.com

Date: December 9, 2015

V. Signature of Attorney

Signature: 

Printed Name of Attorney: Hugh Cropper IV

Mailing Address: 9923 Stephen Decatur Hwy., D-2, Ocean City, Maryland 21842

Phone Number: 410-313-2681 E-Mail: hcropper@bbcmlaw.com

Date: December 9, 2015

VI. General Information Relating to the Text Change Request.

A. Applications for text amendments or refinements shall be addressed to and filed with the Office of the County Commissioners. Applications shall only be accepted from January 1 to January 30 and July 1 to July 31 of each calendar year. The required filing fee must accompany the application.

B. Procedure for Text Amendments -- All amendments other than requests for growth allocation shall be received and acted upon by the County Commissioners but shall first be referred to the Department for review. The Department shall review the application in a reasonable period of time as determined by the County Commissioners. If after receipt of the Department's recommendation, no County

Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered. If one or more County Commissioners does introduce the proposed amendment as a bill, 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 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 the County in accordance with the provisions of Section ZS1-114 of the Worcester County Zoning Ordinance.

ATTACHMENT TO PETITION FOR AMENDMENT
OF THE NATURAL RESOURCES ARTICLE

LAND AND RESOURCES ARTICLE, SUBTITLE I, Atlantic Coastal Bays Critical

Area Law, Section NR3-108(d)(9) should be added:

(9) Offices and/or establishments utilized by environmental, conservation, land Preservation, and other similar natural resource based non-profit and/or governmental organizations.

- A. Organizations shall maintain a non-profit and/or tax exempt status.
- B. Use area shall not exceed 20,000 square feet in size. Areas of passive recreation such as walking, hiking, bicycle paths and trails, wildlife observation areas, and picnic areas are excluded from the use area.
- C. Lot coverage shall be limited to 15% of the site.

REASONS FOR REQUESTING TEXT CHANGE

Ayres Creek Family Farm, LLC, a Maryland Limited Liability Company, by its attorney, Hugh Cropper, IV, respectfully submits the following in support of its requested text change: The proposed text amendment will permit "nonprofit environmental conservation and land preservation organization offices" in Resource Conservation Areas located in the Atlantic Coastal Bays Critical Area. The applicant believes that nonprofit environmental and conservation groups are actually supportive of the spirit and intent of Resource Conservation Areas, and their location within these Resource Conservation Areas should be promoted. For example, non-industrial activities which support surface mining, agriculture, and forestry, as well as the expansion of those services, are already permitted in a Resource Conservation Area. Agricultural and conservation easements are encouraged in Resource Conservation Areas.

As such, it is important to locate nonprofit environmental and conservation organizations, such as the Coastal Bays Program, Lower Shore Land Trust, and Assateague Coastal Trust (and possibly The Nature Conservancy) within those areas.

Respectfully Submitted,



Hugh Cropper IV
Attorney for Ayres Creek Family Farm, LLC



**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**
1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
www.dnr.state.md.us/criticalarea/

March 7, 2016

Mr. David M. Bradford, Jr.
Natural Resources Administrator
Dept. of Environmental Programs
Worcester County Government
1 West Market St., Room 1306
Snow Hill, MD 21863

Re: Worcester County-Proposed RCA Uses Amendment – Non-profit Organizations

Dear Mr. Bradford:

Thank you for consulting with us on the County's proposed RCA uses amendment to allow non-profit offices in the RCA in certain situations. We appreciate getting involved early in the process.

From our emails and discussions, it is my understanding that the language to be put forward is as follows:

9) Offices and/or establishments utilized by environmental, conservation, land preservation, and other similar natural resource based non-profit organizations.

A. Organizations shall maintain a non-profit and/or tax-exempt status.

B. Use area shall not exceed 20,000 square feet in size. Areas of passive recreation such as walking, hiking, bicycle paths and trails, wildlife observation areas, and picnic areas shall not be subject to this limitation.

Critical Area Commission staff has reviewed the language and we do not foresee any problems. However, be aware the Critical Area Commission during their review may have questions, additions and/ or revisions.

If you have any questions, do not hesitate to contact me at 410-260-3482.

Sincerely,

M. Claudia Jones
Natural Resources Planner

cc: Ms. Joy Barrs